

January 11, 2021 - Vancouver City Council Meeting Minutes

WORKSHOPS

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

5:00-5:30 p.m. Vancouver COVID-19 Community Testing Site Update

Julie Hannon, Parks and Recreation Director, 360-487-8309; Dave Perlick, Recreation Services Manager, 360-487-8314; Melody Burton, Parks and Recreation Communications Specialist, 360-487-8306; Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

5:30-6:00 p.m. Fourth Plain Commons Update

Rebecca Kennedy, Long Range Planning Manager, 360-487-7896; Peggy Sheehan, Community Development Programs Manager, 360-487-7882

Summary

Staff provided Council with an update on the Fourth Plain Commons project and sought feedback on the proposed funding mechanism.

COUNCIL CONSENT AGENDA MEETING

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

Call to Order and Roll Call

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

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

Absent: None

Also present on the call were the following: Eric Holmes, City Manager; Jonathan Young, City Attorney; Amanda Delapena, Assistant to the City Council; Melody Burton, Communications Specialist; Brian Carlson, Interim Deputy City Manager; Annette Griffy, Engineering Program Manager; Julie Hannon, Parks and Recreation Director; Rebecca Kennedy, Long Range Planning Manager; Chris Malone, Public Works Finance and Asset Manager; Peggy Sheehan, Community Development Programs Manager; Kris Olinger, Senior Civil Engineer; Cara Rene, Communications Director; Dan Swensen, Interim Public Works Director; Anna Vogel, Procurement Manager; and members of the public.

Proclamation - Human Trafficking Awareness and Prevention Month

Mayor McEnerny-Ogle read and presented a proclamation to Robin Miller, member of the Human Trafficking Task Force of Clark County and Case Manager at Janus Youth, proclaiming January 2021 as Human Trafficking Awareness and Prevention Month and January 11, 2021, as Human Trafficking Awareness Day.

Special Presentation - DuBois Neighborhood Park: Virtual Grand Opening

Following COVID-19 safety guidelines, a small group of DuBois Park residents were invited to explore their newly remodeled park and celebrate the completion of this collaborative project between neighbors and Vancouver Parks and Recreation. DuBois Neighborhood Park is located at Palo Alto Dr. & California Way.

Citizen Communication (Items 1-7)

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

- Glen Yung, Vancouver, spoke regarding Item 6 and expressed concerns that a provision in Title 14 that lots sharing a utility meter require separate accounts may be in conflict with current zoning code pertaining to ADUs and should be reviewed as part of the amendments.

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

Consent Agenda (Items 1-7)

Regarding Item 1, Councilmember Stober asked why there was a delay between when construction on the park was finished and this point where Council is being asked to accept construction completion and release the retainage bond.

Julie Hannon, Parks and Recreation Director, stated there were some issues with the lawn at the park that the City requested the contractor address prior to accepting the construction.

Terry Snyder, Senior Park Developer, explained that the lawn had a weed problem when it came in and so City staff requested the developer address that, and the new lawn took some time grow in due to the time of year, which contributed to the delay in accepting the construction.

Regarding Item 2, Councilmember Stober asked if staff could address the question raised by Mr. Yung under Citizen Communication. Dan Swensen, Interim Public Works Director, stated staff would look into the section he had brought up and determine whether future amendments may be required.

Councilmember Fox asked whether Council could hold off on moving the ordinance forward until the next Council meeting so staff could determine whether those amendments could be incorporated now. Mr. Swensen clarified that the section of code Mr. Yung referred to is not part of the amendments being brought forward at this time and staff would need to conduct research on that section of code.

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

1. **Construction acceptance of First Place Neighborhood Park and release of retainage bond.**

Staff Report 007-21

Summary

The original construction contract bid amount was \$452,669.19. Change orders and quantity adjustments during construction increased the contract amount by 13% to \$519,168.99. The largest changes were associated with correcting drainage within the play area and replacing two acres of turf that were originally not in the plan documents.

Improvements to the park included a new gazebo, new playground, inclusion of a new ADA-compliant pathway as well as new benches and picnic tables.

Advanced Excavating Specialties of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

Request: On January 11, 2021, accept the First Place Neighborhood Park project as constructed by Advanced Excavation Specialties of Longview Washington, and authorize release of the retainage bond, subject to receipt of all documentation required by law.

Julie Hannon, Parks and Recreation Director, 360-487-8309

Motion approved the request.

2. Construction Acceptance - Southside Interceptor Rehabilitation

Staff Report 008-21

Summary

Allied Trenchless of Chelan, Washington, has completed construction of the Southside Interceptor CIPP Rehabilitation project. The project installed a 42-inch UV Cured-In-Place Liner within 2,173 feet of an interceptor which conveys a large percentage of the total wastewater into the Westside Reclamation Facility.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,158,031.67
Sales Tax	\$97,274.66
Total	\$1,255,306.33
Retainage	\$57,901.58

The original contract amount, including sales tax, was \$1,083,037.41. The final project cost was \$1,255,306.33, which was \$172,268.92 (over 13%) more than the original contracted amount; \$164,000 of the difference between original contract amount and final contract amount can be attributed to unforeseen circumstances during the execution of the project's large diameter bypass pumping system. The remaining additions are attributed to the typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the \$500,000 to \$1,500,000 range requiring a minimum 3% apprenticeship utilization. The contractor did not utilize any hours on this project and was therefore assessed a penalty of \$10 for each of the 68 unmet apprenticeship labor hours. This project had very low labor hours and high material costs. Had this contract been bid under the apprenticeship policy as recently modified, it would have qualified for an apprenticeship policy waiver.

Request: On January 11, 2021, accept the facilities as constructed by Allied Trenchless of Chelan, Washington, and authorize release of the retainage subject to receipt of all documentation required by law.

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

Motion approved the request.

3. Construction Acceptance - Central Vancouver North Phase 1 Sewer Improvements

Staff Report 009-21

Summary

Advanced Excavating Specialists of Longview, Washington, has completed construction of the Central Vancouver North PH 1 Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 26 parcels by installing over 2,725 linear feet of 8-inch gravity sewer main and 120 linear feet of 2-inch pressure main in the following roadways: NE 22nd Ave, NE 22nd Ct, NE 46th St, NE 54th St and NE Drexel Ave in the West Minnehaha neighborhoods.

A coordinated effort with Pavement Management on this project resulted in some road restoration beyond the limits of the utility trenches.

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

TOTAL CONTRACT COSTS

<i>Labor, Equipment and Material</i>	<i>\$614,528.14</i>
<i>Sales Tax</i>	<i>\$44,489.57</i>
<i>Total</i>	<i>\$659,017.71</i>
<i>Retainage</i>	<i>Bond</i>

The original contract amount, including sales tax, was \$670,847.73. The final project cost was \$659,017.71, which was \$11,830.02 (approx. 2%) less than the original contracted amount. The difference between original contract amount and final contract amount can be attribute to typical variances in unit prices and/or quantities commonly encountered during construction.

The contract amount fell within the \$500,000 to \$1,500,000 range requiring a minimum 3% apprenticeship utilization. The contractor utilized enough apprenticeship hours (12%) to meet the requirement.

Request: On January 11, 2021, accept the facilities as constructed by Advanced Excavating Specialists of Longview, Washington, and authorize release of the retainage bond subject to receipt of all documentation required by law.

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

Motion approved the request.

4. Award of contract for the purchase of City Apparel RFP 33-20

Staff Report: 010-21

Summary

On October 21, 2020, the City received 8 proposals for evaluation. After an evaluation of the proposals by a team made up of representatives from across the City, it was determined that DVL Enterprises Inc was the highest scoring firm.

The contract duration will be for five (5) years. It is anticipated that over the next 5 years, the City will spend more than \$300,000 for department apparel needs, which is above the threshold requiring Council approval.

Request: Authorize the City Manager or his designee to award the apparel contract and approve purchases by City departments to the most responsive bidder, DVL Enterprises, DBA MPG Tandem. Contract will be for all schedules, A – D.

Motion approved the request.

5. Interagency Agreement with Washington Department of Ecology for Pollution Prevention Assistance

Staff Report 011-21

Summary

Washington Department of Ecology recently awarded \$105,000 to the City of Vancouver to participate in the Pollution Prevention Assistance Partnership overseen by Washington Department of Ecology Hazardous Waste and Toxics Reduction Program.

The City of Vancouver Public Works Department conducts inspections in accordance with VMC 14.26 of industries that manage large quantities of hazardous materials. These industries typically utilize in-house environmental professionals to properly manage materials and educate employees.

These grant funds allows the City to focus efforts to small generators who do not have in-house expertise by offering technical assistance and education, providing spill kits, and offering voluntary waste audits.

The funds will also be used to conduct webinars and develop marketing materials for pollution prevention tips expanding Wash Right campaign and Safe Pest Control workshops to Vancouver residents and businesses. These programs provide environmentally responsible information for pressure washing and pest control that protect surface and ground water resources.

Request: Authorize the City Manager or his designee to to execute an Interagency Agreement with the State of Washington, Department of Ecology to disburse grant funds to conduct pollution prevention activities per the Agreement.

Annette Griffy, Engineering Program Manager 360-487-7190; Kris Olinger, Senior Civil Engineer 360-487-7188

Motion approved the request.

6. Amendments to VMC Title 14

Staff Report 012-21

AN ORDINANCE related to the sewer and surface water utility user charges, amending Vancouver Municipal Code Sections 14.04.190, 14.04.230 and 14.09.060; providing for a savings clause, and providing for an effective date.

Summary

Staff continually proposes code updates, clarifications, and changes as needed. The reasons for the changes included with this ordinance are as follows:

- *Section 14.04.190 (K) 2 - Increases maximum customer emergency assistance from \$200 to \$400 per household to keep pace with recent rate increases. The amount has not been adjusted since 2011. Adds a provision to allow for future increases to be done administratively.*
- *Section 14.04.230 (A) 1 - Decreases the single-family fixed sewer rates to be based on an average monthly usage of 8 CCF from 10 CCF when no usage history is available. This reduction better reflects usage trends over the past several years.*
- *Section 14.04.230 (A) 2 - Updates language for calculating residential year-round sewer usage based on winter average to reflect current utility billing business practices and policies. Updated text to be gender neutral.*
- *Section 14.04.230 (A) 4 - Adjusts septage rate from \$140.00 to \$155.00 per 1,000 gallons to reflect operating and capital increases since 2019. Removes references to tipping fees, Clark County Health District, and Septic System Preventative Maintenance Program since they are no longer applicable. Adds sentence back into ordinance allowing annual administrative adjustments to the septage rate. The sentence was inadvertently left off the November 2020 ordinance update.*
- *Section 14.09.060 (C) 2 - Adds sentence back into ordinance clarifying how the surface water rate is calculated for mobile homes. The sentence was inadvertently left off the November, 2020 ordinance update.*
- *Clarifies that Phase 1, Phase 2, or Secondary Permittees qualify for surface water rate reductions provided certain criteria are met as listed in the ordinance.*

Request: Approve ordinance on first reading, setting date of second reading and public hearing for Monday, January 25, 2021.

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

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

Motion approved the request.

7. **Approval of Claim Vouchers**

Request: Approve claim vouchers for January 11, 2021.

Motion approved claim vouchers for January 4, 2021, in the amount of \$2,981,412.74.

Citizen Forum

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

- Cathryn Chudy, Vancouver, urged the City to actively support state legislation that addresses the climate crisis.
- Peter Bracchi, Vancouver, expressed concerns about unauthorized camping and safety issues in Arnold Park.
- Don Steinke, Vancouver, urged the Council to oppose fossil fuel terminal projects in the Pacific Northwest and support the Clean Fuel Standard legislation being considered by the Washington Legislature.
- Alona Steinke, Vancouver, urged the Council to support legislative priorities to reduce carbon emissions, including the Clean Fuel Standard, the Healthy Homes and Buildings Act, and Growth Management Act amendments that promote affordable housing and reduction of traffic.
- Janice Ritter, Vancouver, stated she was grateful for upgrades to DuBois Park, but asked the City to rethink development policies regarding E McLoughlin Blvd, the Heights District, and the Westside Bike Mobility project.
- Peter Fels, Vancouver, urged the Council to take actions and implement policies now to reduce carbon emissions and reduce homelessness.
- Teresa Hardy, Vancouver, urged the City to implement a faster timeline in reviewing and adopting a climate action plan and take interim actions now to reduce emissions.
- Glen Yung, Vancouver, urged the City to engage the public on the Multifamily Tax Exemption program and provide for more transparent discussion regarding the program.

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

Adjournment

7:14 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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



MEMORANDUM

DATE: January 20, 2021

TO: Vancouver City Council

CC: Eric Holmes, City Manager

FROM: Bill Bjerke, Operations Superintendent
Dan Lloyd, Assistant City Attorney

RE: **Proposed Revisions to Vancouver Cemetery Code**

Mayor & Council:

Accompanying this memorandum you will find a draft ordinance Staff intends to present for Council approval. Also attached is a matrix detailing each section Staff is recommending be adopted, amended, or repealed, along with a brief explanation of each proposed revision.

As will be discussed at Workshop, revisions to the City's cemetery code are long overdue. Four main goals are sought to be achieved through these amendments, First, the section detailing the City's cemeteries needs to account for a third cemetery the City acquired 17 years ago, as well removing a 10-acre parcel in Park Hill Cemetery that is no longer dedicated to cemetery purposes per a 2019 court order. Second, Council passed an amendment in 1993 attempting to delegate price setting to Staff, but failed to complete the process by repealing a legislatively set price schedule. Third, cemeteries are now being run under the umbrella of Public Works, not Parks, a change that needs to be formalized in the Code. And finally, many provisions in the Code as to how the City's cemeteries operate are tremendously outdated.

Staff looks forward to discussing these proposed revisions at the February 1, 2021, workshop.

DGL/dgl

2/8/21 (Date of First Reading)
2/22/21 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

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

WHEREAS, the City of Vancouver is a first class charter city authorized by chapter 68.52 RCW to acquire, hold, and/or improve land for cemetery purposes, and

WHEREAS, the City of Vancouver has owned and operated two cemeteries (Old City Cemetery and Park Hill Cemetery) for over 100 years, and a 2003 land donation provided the City with the opportunity to own and operate a third cemetery, which is named Fisher Cemetery;

WHEREAS, on November 9, 2018, the Clark County Superior Court under Cause No. 18-2-05402-1, decreed that a portion of the Park Hill Cemetery was no longer subject to a dedication for cemetery purposes;

WHEREAS, a repeal of the legislatively set cemetery pricing is necessary to effect the City Council's intent as passed in Ordinance M-3058 to delegate to city staff the ability to change cemetery pricing administratively; and

WHEREAS, as reflected in SR____, Staff recommends that certain revisions to the City's cemetery code are necessary to bring the City's cemetery operations more in line with current industry practices, and the City Council adopts those recommendations;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.005, and shall read as follows:

13.04.005 Definitions

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

"Burial" means the placement of human remains, including human created remains, in a grave.

"Cemeteries" shall mean the city cemeteries described in VMC 13.04.010.

"City" shall mean City of Vancouver, Washington.

"Lead cemetery official" means a City of Vancouver Public Works employee who oversees the maintenance of city owned cemeteries, related sales, and other duties as defined in this chapter.

"Columbarium" a structure, room, or other space in a building or structure containing niches for permanent placement of cremated human remains in a place used, or intended to be used, and dedicated, for cemetery purposes.

"Cremated human remains" means the end products of cremation.

"Cremation" means the reduction of human remains to bone fragments in a crematory by means of incineration.

“Disinterment” means exhumation of buried human remains or cremated human remains from a grave or removal of cremated human remains from a columbarium.

“Flat memorial” means any grave memorial that is flush with ground level.

“Grave” means a space of ground in a cemetery, used or intended to be used, for burial.

“Human remains” means the body of a deceased person, including remains following the process of cremation. This also includes the body in any stage of decomposition.

“Interment” or “inter” means the placement of human remains in a city cemetery, a term that includes inurnment, burial, and scattering.

“Inurnment” or “inurn” means to place cremated human remains in a niche.

“Liner” means a secondary container for human remains and cremated human remains that are interred by burial.

“Lot” means space in a cemetery, used or intended to be used for a group of graves.

“Memorial”, as the term relates to graves, means any flat or upright marker intended to permanently mark a grave, and as the term relates to niches, means a covering intended to permanently mark a niche.

“Niche” means a space in a columbarium for placement of cremated human remains.

“Right of interment” or “interment right” means the right to inter human remains in a particular place in a city cemetery. The term “right of interment” also means any deed or right of title issued under this Title prior to the enactment of this ordinance.

“Scatter” means the removal of cremated human remains from their container for the purpose of scattering the cremated human remains in any lawful manner as provided in this chapter.

“Upright memorial” means any memorial for a grave that is not flush with ground level.

“Urn” means the container that holds cremated human remains.

Section 2. VMC 13.04.010, adopted by Section 1 of Ordinance M-1649, is amended as follows:

13.04.010 Description of cemeteries.

The following described ~~two~~ three parcels of real property in Vancouver, Clark County, Washington, are the ~~two~~ three city cemeteries which shall be maintained and operated by the city in the manner set forth in this chapter:

A.a. Old City Cemetery bounded by Mill Plain, Grand, East 13th Street, and “Z” Streets:

Beginning at the southeast corner of the said John Maney preemption Land Claim, which southeast corner is a point two (2) chains fifty-four links, north of the quarter section post between Sections No. 25 and 26 in Township Two North Range One East of the Willamette Meridian, thence north ten (10) chains, thence west ten (10) chains, thence south ten (10) chains, thence east ten (10) chains to the place of beginning.

Containing ten (10) acres of land. Recorded in Book F of Deeds, pages 221 and 222;

B.b. ~~Parkhill~~ Park Hill Cemetery, bounded by Mill Plain, Devine, MacArthur and certain private property:

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Park Hill Cemetery:

~~All that portion of Lot 8 in Section 30, Township 2 North, Range 2 East of the Willamette Meridian, described as follows: beginning at the center of said Section 30, running thence west 14.22 chains, to the east line of the J.W. Nye Donation Land Claim; thence north 3.20 chains; thence southeasterly along the county road from Vancouver to Mill Plain, 15.44 chains to the place of beginning, containing 2.77 acres, more or less;~~

~~Also all of Lots 2 and 6 and all that part of Lot 3 lying south of the county road running from Vancouver to Mill Plain, in said county and state, excepting the Remlinger and Fritsch eight-acre tract which is more particularly described as follows: beginning at a point in the county road from Vancouver to Mill Plain, said point being 20 chains east and 4.55 chains south from the northeast corner of the southwest quarter of Section 30, township and range as above described; thence south 10.78 chains; thence west 6.93 chains; thence north 12.32 chains; thence south 77 degrees 30 minutes east along the center of the county road~~

~~7.10 chains to the place of beginning, all being in Section 30, Township 2 North of Range 2 East of the Willamette Meridian, containing in all 54.46 acres more or less.~~

All that parcel described in Deed Book 108, Page 261, T.H. Adams and Eva A. Adams to City of Vancouver, records of Clark County, Washington, in the Northwest 1/4, Southwest 1/4 and the Southeast 1/4 of Section 30, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

All that portion of Government Lot Eight (8) in Section Thirty (30) Township Two (2) North, Range Two (2) East from the Willamette Meridian described as follows:

Beginning at the center of said Section Thirty (30) running thence West Fourteen and 22/100 (14.22) chains to the East line of the J.W. Nye Donation Land Claim; thence North Three and 20/100 (3.20) chains; thence Southeasterly along the county road from Vancouver to Mill Plain, Fifteen and 44/100 (15.44) chains to the Place of Beginning.

Contains Two and 77/100 (2.77) acres more or less.

Also all of Government Lots Two (2) and Six (6) and all that part of Lot Three (3) lying South of the county road running from Vancouver to Mill Plain, in said County and State.

Excepting the Remlinger and Fritsch Eight (8) acre tract which is more particularly described as follows:

Beginning at a point in the county road from Vancouver to Mill Plain, said point being Twenty (20) chains East and Four and 55/100 (4.55) chains South from the Northeast corner of the Southwest Quarter of Section Thirty (30) Township and Range as above described; thence South Ten and 78/100 (10.78) chains; thence West Six and 93/100 (6.93) chains; thence North Twelve and 32/100 (12.32) chains; thence South 77 degrees and thirty minutes East along the center of the county road Seven and 10/100 (7.10) chains to the place of beginning, all being in Section Thirty (30) Township Two (2) North of Range Two (2) East of the Willamette Meridian.

Containing in all 54.46 acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all their estate, right, title or interest in and to the same.

Also excepting a portion of Government Lots 6 and 8 more particularly described as follows:

Commencing at a capped steel rod at the north end of a curve defining the transition of the North line of East McArthur Boulevard to the East line of Devine Road as shown in Record of Survey Book 45, Page 4, records of Clark County, WA; thence northerly along the East line of Devine Road 502.57 feet to another capped steel rod marking the northwest corner of adjusted Tax Lot 9 as shown in said survey; thence North 1° 29' 03" East along said East line 72.00 feet to the True Point of Beginning; thence leaving said East line South 84° 25' 36" East 91.21 feet to an angle point; thence North 87° 48' 03" East 133.28 feet to an angle point; thence North 56° 29' 43" East 131.78 feet to an angle point; thence North 25° 57' 28" East 420.19 feet to an angle point; thence North 1° 14' 44" East 320.68 feet to an angle point; thence North 77° 02' 57" West 70.33 feet to an angle point; thence North 19° 53' 59" East 191.96 feet to the South line of Mill Plain Boulevard; thence westerly 504.16 feet, more or less, along the South line of Mill Plain Boulevard to the East line of Devine Road; thence southerly 1060.36 feet, more or less, along said East line of Devine Road to the True Point of Beginning.

This exception containing approximately 10.57 acres.

Subject to easements and restrictions of record.

C. Fisher Cemetery bounded by SE Evergreen Highway, Burlington Northern Santa Fe Railroad and certain private property

The following described property, located in Clark County, Washington, described as set out in this section, shall be used as a cemetery and is dedicated to that purpose and is named Fisher Cemetery:

PARCEL I

The Donation Land Claim of Willam M. Simmons and Eliza Ann Simmons as described as follows:

BEGINNING at a point 20 feet due North of the most Easterly corner of the present cemetery which was conveyed by William K. Simmons and wife to Mill Plain Grange No. 24 of the Patrons of Husbandry, by deed recorded at page 502, Book N of Deeds of said Clark County; and running thence South 20 feet to said Easterly corner; thence South 34°15' West along the Southeasterly boundary of said cemetery, 2 chains, 68 links to its most Southerly corner; thence South 163 feet to the North line of the railroad right of way heretofore conveyed by the grantors herein to the Seattle and Portland Railway Company, commonly called the North Bank Road; thence South 76°25' East along the said North line of said right of way, 297 feet; thence North 310 and 7/10 feet to the center line of the County Road running from Vancouver to Camas; thence North 65° West

following the center line of said County Road, 207 and 1/2 feet to the Point of Beginning.

PARCEL II

BEGINNING at a point supposed to be the South East corner of Solomon Fisher's Land Claim, from which point a white Oak 40 inches In diameter bears North 57° West 1 chain and 2 links distant running from this point North 33° West 6 chains; thence North 15° East 11 chains and 50 links; thence South 60° East, 3 chains and 54 links to the Northwest corner of the said burying ground where a post is set from which post a fir tree 30 Inches in diameter bears North 22°45' East 58 links distant; thence South 34°45' West 2 chains and 68 links to a post which is the Southwest corner of the said burying ground from which post a fir tree 24 inches in diameter bears South 73° East, 53 links distant, also a Dogwood 4 inches in diameter bears North 11° East 9 links distant; thence South 55°45' East, 3 chains and 52 links to a post which is the Southeast corner of the said burying ground from which post a Fir tree 12 inches In diameter bears South 66° East 1 chain and 33 links distant; thence North 34°15' East 2 chains and 68 links to a post which is the Northeast corner of the said burying ground from which post a Willow tree 8 inches in diameter bears South 20°30' East 53 links distant, also a Fir tree 40 inches in diameter bears North 24°45' West 1 chain and 64 links distant: thence North 55°45' West 3 chains and 52 links to the Place of Beginning.

Section 3. VMC 13.04.020, adopted by Section 2 of Ordinance M-1649, is amended as follows:

13.04.020 Operation and administration.

The city cemeteries shall be operated and maintained by the city department of ~~parks, recreation and memorials~~ public works. The director of ~~parks, recreation and memorials~~ public works, subject to regulation by the city manager, shall appoint a ~~suitable person~~ lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery supervisor official ~~and shall have authority to enforce this chapter and also~~ shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law. ~~The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.~~

Section 4. VMC 13.04.030, adopted by Section 3 of Ordinance M-1649, is amended as follows:

13.04.030 ~~Lot~~ Right of interment purchase --Contracts Fees collected.

~~A.a.~~ Any person desiring to may purchase a lot right of interment in a city cemetery from shall make application to the city clerk or to the city lead cemetery official supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the lot right of interment and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services.

~~B.b.~~ The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a deed right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such deed right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All deeds rights of interment delivered by the city for cemetery lots or graves shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such deeds rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.

Section 5. VMC 13.04.080, adopted by Ordinance C-146, as last amended by Section 4 of Ordinance M-1649, is amended as follows:

13.04.080 Regulations for interment of ~~ashes~~ cremated human remains.

Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, ~~Ashes cremated human remains~~ of human remains may be interred in city cemeteries under the following regulations:

A. Cremated human remains may be disposed of at city cemeteries by inurnng the cremated human remains in an established columbiarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section.

~~B. a. Ashes shall be enclosed in a suitable urn or other receptacle.~~ There have been established in Sections QA and EA of the ~~Parkhill~~ Park Hill Cemetery areas for the ~~interment~~ burial of ~~ashes cremated human remains~~ of deceased persons. ~~Ashes Cremated human remains~~ may be ~~interred~~ buried in such area for the fee established by ordinance administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. ~~Not more than two urns or receptacles shall be interred in any one lot.~~

~~C. b. Ashes Cremated human remains~~ also may be ~~interred~~ buried in other sections of the ~~Parkhill~~ Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees; ~~provided that no more than four urns or receptacles may be interred in any one lot,~~ subject to the provisions of VMC 13.04.330.

D. e. The provisions of other sections of the code shall be applicable to areas established for interment of ~~ashes cremated human remains~~ insofar as such provisions are not inconsistent with the provisions of this section.

Section 6. VMC 13.04.085, adopted by Section 2 of Ordinance M-1548, is amended as follows:

13.04.085 Burials after ~~noon~~ 3:00PM on Saturdays--Restriction--Additional fee.

Funerals and/or burials shall not be scheduled to begin at city cemeteries after ~~noon~~ 3:00PM on Saturdays. If any funeral or burial which was scheduled to begin before ~~noon~~ 3:00PM is delayed and the funeral party does not arrive at the cemetery until ~~noon~~ 3:00PM or later, an additional fees of ~~sixty dollars~~ shall be charged as shown on the price schedule adopted pursuant to VMC 13.04.092.

Section 7. VMC 13.04.092, adopted by Section 4 of Ordinance M-3058, is amended as follows:

13.04.092 Price schedule – Amendment by city staff when.

It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.

Section 8. A new section is enacted and added to chapter 13.04 VMC, to be codified at VMC 13.04.095, and shall read as follows:

13.04.095 Disinterment – Conditions

A. Human remains may be disinterred from any city cemetery only under the following conditions:

1. Disinterment is permitted by and conducted in accordance with state law;
2. All applicable permits are obtained; and
3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance.

B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.

Section 9. VMC 13.04.110, adopted by Section 3 of Ordinance M-74, as amended by Section 3 of Ordinance M-1059, is amended as follows:

13.04.110 Cemetery improvement fund -- Percentage of sale price deposited in.

Twenty-five percent of the sale of each and every ~~lot and grave~~ right of interment in ~~Park Hill city Cemeteries~~ shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.

Section 10. VMC 13.04.120, adopted by Section 3 of Ordinance 884, as amended by Ordinance M-250, is amended as follows:

13.04.120 Cemetery improvement fund – Use

The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries. ~~and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.~~

Section 11. VMC 13.04.200, adopted by Section 16 of Ordinance 884, is amended as follows:

13.04.200 Authority to make improvements.

The ~~city council~~ Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and ~~blocks and into~~ single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.

Section 12. VMC 13.04.210, adopted by Section 17 of Ordinance 884, as amended by Section 9 of Ordinance M-1649, is amended as follows:

13.04.210 Provision for general plat.

The department of ~~parks, recreation and memorials~~ public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.

Section 13. VMC 13.04.230, adopted by Section 22 of Ordinance 884, is amended as follows:

13.04.230 Record of ~~grave~~ rights of interment sales and interments.

A. ~~The city clerk shall keep a complete record of each lot or single grave~~ The city clerk shall keep an official record in either a book or web based program prepared for the purpose a complete record of each lot or single grave right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, number of section of lot sold and price paid therefore.

B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of internment sold, the name of the funeral service provider, and the charges for work performed.

Section 14. VMC 13.04.260, adopted by Section 1 of Ordinance C-145, as last amended by Section 1 of Ordinance M-2672, is amended as follows:

13.04.260 Transfer of ~~title to lot, or grave,~~ right of interment.

No transfer of ~~title of any lot, or grave,~~ right of interment in the city cemetery ~~ies or Park Hill Cemetery~~ from one person to another shall be made until payment of the fee therefore set pursuant to ~~by Section VMC 13.04.090~~ Section VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the ~~deed to the lot, grave, right of interment,~~ the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no ~~burials~~ interments shall be made on ~~the any lot, grave, or niche~~ by the transferee until the valid transfer of the ~~lot~~ interment right has been made. In the event the purchaser of a ~~city cemetery lot~~ right of interment desires to resell ~~the right~~ this lot, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.

Section 15. VMC 13.04.272, adopted by Section 2 of Ordinance M-3058, is amended as follows:

13.04.272 ~~Containers~~ Liners for caskets and urns.

All ~~caskets~~ non-cremated human remains intended to be buried in ~~either any of the city cemeteryies, regardless of whether contained in a casket or similar enclosure,~~ shall be placed in a concrete grave box (liner) at the time of burial, ~~and a~~ All ash urns ~~cremated human remains intended to be buried, whether placed in an urn or similar enclosure,~~ shall be placed in a ~~concrete container~~ liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.

Section 16. VMC 13.04.330, adopted by Section 32 of Ordinance 884, as amended by Section 12 of M-1649, is amended as follows:

13.04.330 ~~Stacking bodies~~ Double depth and multiple burials.

Double depth burials are allowed ~~No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees and or any special or additional fees established by ordinance identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows:~~

- Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains
- Double depth grave: two non-cremated human remains and up to four cremated human remains

Section 17. VMC 13.04.350, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.350 Lot and grave enclosures.

No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.

Section 18. VMC 13.04.360, adopted by Section 34 of Ordinance 884, is amended as follows:

13.04.360 Corner posts.

No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.

Section 19. VMC 13.04.370, adopted by Section 35 of Ordinance 884, is amended as follows:

13.04.370 ~~Family lots~~ ~~Monument location~~ Memorials -- Size and number of markers.

A. No person shall place more than ~~one monument~~ three memorials on a family burial lot any grave, no more than one of which may be an upright memorial. which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than ~~three~~ four inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.

Section 20. VMC 13.04.380, adopted by Section 2 of Ordinance 939, as amended by Section 13 of M-1649, is amended as follows:

13.04.380 ~~Monuments~~ Memorials – Materials, sizes, and location.

A. No person shall place within the cemeteries any ~~monuments~~ flat memorial made of any material other than marble, ~~or slate-stone~~ granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All ~~monuments~~ shall be properly supported with a concrete casing. All ~~monuments~~ flat memorials must be flush with the surface of the ground. ~~Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.~~

B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official.

1. *Foundations.* All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete.

2. *Bases.* Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture.

3. *Monument.* The monument or die (primary portion) of an upright memorial shall be granite or marble.

D. A bronze plaque may be used on any memorial, whether flat or upright.

E. The lead cemetery official is authorized to promulgate rules governing niche memorials.

Section 21. VMC 13.04.430, adopted by Section 41 of Ordinance 884, is amended as follows:

13.04.430 ~~Monuments placed on deeded lots only~~ Right of interment required to place memorials.

No person shall place a ~~monuments~~ memorial on any lot, ~~grave~~, or niche until ~~the lot is fully paid for and a deed~~ right of interment to the same is obtained and all applicable fees are paid.

Section 22. VMC 13.04.440, adopted by Section 7 of Ordinance M-1649, is amended as follows:

13.04.440 Picking flowers prohibited.

No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless ~~he has received~~ written permission has been granted from by the lead cemetery supervisor official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed, or by cemetery the lead cemetery official or those employees working under his or her direction. , and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between ~~April~~ March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the ~~cemetery supervisor~~ lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official, ~~Only the lead cemetery supervisor official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor., and n~~ No one shall place any articles upon graves except as permitted in this chapter.

Section 23. VMC 13.04.460, adopted by Section 16 of Ordinance M-1649, is amended as follows:

13.04.460 ~~Monuments~~ Memorials --Removal prohibited--Exception

After any ~~memorial~~, ~~monuments~~, ~~headstone~~, ~~cornerstone~~, ~~marker~~ or ~~other property~~ has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written ~~permission~~ authority from the ~~lead~~ cemetery ~~supervisor~~ official. It shall be ~~a violation of this chapter~~ unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.

Section 24. VMC 13.04.470, adopted by Section 5 of Ordinance M-1649, is amended as follows:

13.04.470 Driving vehicles into cemetery.

No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the ~~city~~ lead cemetery ~~supervisor~~ official, and then subject to his or her regulations and directions.

Section 25. VMC 13.04.480, adopted by Section 6 of Ordinance M-1649, is amended as follows:

13.04.480 Cemetery hours.

It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the ~~lead~~ cemetery ~~supervisor~~ official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.

Section 26. VMC 13.04.530, adopted by Section 54 of Ordinance 884, as amended by Section 15 of Ordinance M-1649, is amended as follows:

13.04.530 Powers and duties of lead cemetery supervisor official.

The lead cemetery supervisor official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to ~~supervise~~ oversee workmen maintenance staff, corrections crews, volunteers and visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when ~~he may deem~~ such action may be necessary under this chapter. ~~He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.~~

Section 27. VMC 13.04.620, adopted by Section 20 of Ordinance M-1649, is amended as follows:

13.04.620 Violation--Penalty.

Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city. Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.

Section 28. The following sections of chapter 13.04 VMC are hereby repealed:

VMC 13.04.070 (Maximum size of monuments), adopted by Section 5 of Ordinance 1423;

VMC 13.04.090 (Schedule of grave prices), adopted by Section 1 of Ordinance M-74, as last amended by Section 1 of Ordinance M-3057;

VMC 13.04.093 (Cemetery map--Price per grave dependent upon zone), adopted by Section 5 of Ordinance M-3058;

VMC 13.04.140 (Cemetery improvement fund – Auditing), adopted by Section 5 of Ordinance 884, as last amended by Section 8 of Ordinance M-1649;

VMC 13.04.250 (Money transferred to director of Financial and Management Services), adopted by Section 24 of Ordinance 884;

VMC 13.04.271 (Retort maintenance reserve), adopted by Section 1 of Ordinance M-3058;

VMC 13.04.280 (Record of interments kept by clerk) , adopted by Section 27 of Ordinance 884;

VMC 13.04.290 (Record of interments kept by sexton), adopted by Section 28 of Ordinance 884;

VMC 13.04.450 (Monuments -- Removal permitted when), adopted by Section 43 of Ordinance 884, as amended by Section 14 of Ordinance M-1649;

VMC 13.04.490 (Vertical stones prohibited), adopted by Section 50 of Ordinance 884;

VMC 13.04.500 (Marker foundations), adopted by Section 6 of Ordinance M-1649;

VMC 13.04.510 (Park Hill Cemetery cremation), adopted by Section 1 of Ordinance M-2393;

VMC 13.04.560 (Monument section of Park Hill Cemetery designated), adopted by Section 1 of Ordinance C-296;

VMC 13.04.570 (Foundations and bases of monuments), adopted by Section 2 of Ordinance C-296;

VMC 13.04.600 (Establishing or extending cemetery or crematory prohibited), adopted by Section 1 of Ordinance M-106.

Section 29. Ratification. The reorganization of the City's cemetery program and past operations and actions conducted consistent with this ordinance are hereby ratified and confirmed.

Section 30. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 31. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

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

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).

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	13.04.005	N/A (New Section)	Provides definitions for “burial,” “cemeteries,” “city,” “lead cemetery official,” “columbarium,” “cremated human remains,” “cremation,” “disinterment,” “flat memorial,” “grave,” “human remains,” “interment,” “inter,” “liner,” “lot,” “memorial,” “niche,” “right of interment,” “scatter,” “upright memorial,” “urn”	Nomenclature for cemetery operations is unique. To ensure consistent application, a definitions section is recommended.
2.	13.04.010	Legal description for Old City Cemetery and old legal description for Park Hill Cemetery	Revises legal description for Park Hill Cemetery; provides legal description for Fisher Cemetery	The City obtained an order from the Superior Court modifying the boundaries of Park Hill to allow for Tower Mall development, which is why the legal description needed amendment. Current code does not account for Fisher Cemetery. This amendment remedies both issues.
3.	13.04.020	The city cemeteries shall be operated and maintained by the city department of parks, recreation and memorials. The director of parks, recreation and memorials subject to regulation by the city manager, shall appoint a suitable person to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the cemetery supervisor and shall have authority to enforce this chapter and also shall have all duties which are imposed on a sexton by any existing ordinance. The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.	The city cemeteries shall be operated and maintained by the city department of public works. The director of public works, subject to regulation by the city manager, shall appoint a lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery official and shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law.	Formally transfers operation of cemeteries from Parks to Public Works. Establishes “lead cemetery official” to oversee cemeteries.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
4.	13.04.030	a. Any person desiring to a lot in a city cemetery shall make application to the city clerk or to the city supervisor or to any licensed funeral director whom the city clerk has authorized to receive applications. Applications shall be upon forms to be prepared by the city clerk. At the time of purchase, the purchaser shall pay the sum set by ordinance as the purchase price of the lot and shall be issued a receipt therefore. Payments shall be forthwith remitted to the director of Financial and Management Services. b. The contracts may allow lots to be purchased in the cemeteries upon an installment plan; provided, that twenty-five percent of the purchase price is paid at the time of making the contract, and the contract shall provide for the balance to be paid in monthly installments at an interest rate to be stated in the contract and not to exceed eight percent simple interest. Each such contract shall provide that in case the purchaser fails to make any premium payment on his or her lot within six months of due date that the contract shall be deemed forfeited and that the city shall retain payments made as liquidated damages. The city shall give the purchaser not less than twenty days' notice of impending forfeiture, and if payments due are not then made, may thereafter sell the lot to any other person. Upon full payment of purchase price, the clerk shall issue to the purchaser a deed under the corporate seal of the city conveying to him the sole right to use the lot for burial but no such deed shall be issued by the city clerk until he has received the full sum to be charged for such lot. All deeds delivered by the city for cemetery lots or graves shall be signed by the city clerk or his designate and have thereon the seal of the city. All such deeds shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries. Funeral directors may purchase graves for cash and thereafter resell them to other persons at the same price for which purchased and subject to the same installment and interest rate provisions.	A. Any person may purchase a right of interment in a city cemetery from the lead cemetery official. The director of Financial and Management Services is authorized to permit purchases through an online/web-based program. At the time of purchase, the purchaser shall pay the sum set by the price schedule adopted pursuant to VMC 13.04.092 as the purchase price of the right of interment and shall be issued a receipt therefor. All money received for rights of interment or any other fee charged under VMC 13.04.092 shall be immediately paid to the director of Financial and Management Services. B. Upon full payment of such the purchase price, the clerk or his or her designee shall issue to the purchaser a right of interment under the corporate seal of the city conveying to him or her the sole right to use the lot grave or niche for burial or inurnment purposes, respectively, but no such right of interment shall be issued by the city clerk or his or her designee until he or she has received the full sum to be charged for such lot right. All rights of interment delivered by the city shall be signed by the city clerk or his or her designee and have thereon the seal of the city. All such rights of interment shall be issued subject to rules or regulations then in force or which may thereafter be made by the city for the regulation of the cemeteries.	Use of the term “deed” inaccurately suggested that there was a transfer of land ownership. Consequently, staff has revised the code to convert references to “deeds” to “rights of interment,” a right that universally applies to burials in graves and inurnments at columbariums. Additionally, the prior reference to “the sum set by ordinance” in 13.04.030(a) should have been changed in 1993 to refer to the price set by staff in order to fulfill Council’s objective in transferring responsibility for price setting to staff. Additionally, to achieve consistency with other parts of the VMC, subsections will now be marked with capital letters as opposed to lowercase.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
5.	13.04.070	No monument shall be erected on any two grave lots the dimensions of which are greater than twenty-four inches by thirty-six inches	[REPEALED]	Maximum size of upright memorials (i.e. monuments) will now be addressed in VMC 13.04.370(B)
6.	13.04.080	Ashes of human remains may be interred in city cemeteries under the following regulations: - Ashes shall be enclosed in a suitable urn or other receptacle. There have been established in Section Q of the Parkhill Cemetery areas for the interment of ashes of deceased persons. Ashes may be interred in such area for the fee established by ordinance. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. Not more than two urns or receptacles shall be interred in any one lot. - Ashes also may be interred in other sections of the Parkhill Cemetery or in City Cemetery upon payment of regular burial fees; provided, that no more than four urns or receptacles may be interred in any one lot. - The provisions of other sections of the code shall be applicable to areas established for interment of ashes insofar as such provisions are not inconsistent with the provisions of this section.	Upon payment of any regular and/or special fee identified in the fee schedule adopted pursuant to VMC 13.04.092, cremated human remains may be interred in city cemeteries under the following regulations: - Cremated human remains may be disposed of at city cemeteries by inurning the cremated human remains in an established columbiarium, by scattering the cremated human remains in the scatter garden at Park Hill Cemetery, or by burying the cremated human remains in a grave with a liner as provided in VMC 13.04.272. No cremated human remains shall be disposed of at city cemeteries except as permitted in this section. - There have been established in Sections QA and EA of the Park Hill Cemetery areas for the burial of cremated human remains of deceased persons. Cremated human remains may be buried in such area for the fee established administratively under VMC 13.04.092. Lots in Section Q have been laid out and numbered in accordance with a blueprint plan hereby approved and adopted. - Cremated human remains also may be buried in other sections of the Park Hill Cemetery, Fisher Cemetery, or in Old City Cemetery upon payment of regular burial fees, subject to the provisions of VMC 13.04.330. - The provisions of other sections of the code shall be applicable to areas established for interment of cremated human remains insofar as such provisions are not inconsistent with the provisions of this section.	The Code as currently written provides where ashes or cremated human remains could be interred, but did not provide how. VMC 13.04.080, in conjunction with VMC 13.04.272 (Liners for caskets and urns) and VMC 13.04.330 (Multiple burials) provide standards for interring cremated human remains. Additionally, Sections QA and EA of Park Hill have been opened to permit burial of cremated human remains. Changes use of the term “ashes” to “cremated human remains.”

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
7.	13.04.090	Establishes prices by ordinance	[REPEALED]	Council passed Ordinance M-3058 in 1993 that created VMC 13.04.092, a section designed to vest staff with the responsibility to adjust cemetery pricing to 90-100% of the market. However, Council never repealed VMC 13.04.090, which has resulted in the City's cemetery pricing remaining stagnant since 1993. The repeal of VMC 13.04.090 formally vests pricing responsibility with staff pursuant to guidelines established by Council.
8.	13.04.092	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	It is determined by city council that cemetery price setting is administrative and should be accomplished by city staff pursuant to the standards provided herein. Rates for graves and for cemetery services shall be changed by staff not more than once in any twelve-month period after staff shall have ascertained that such changed rates are between ninety percent and one hundred percent of the rates charged for similar lots, graves, niches, and similar services in other cemeteries in Clark County. An up-to-date copy of such price schedule shall be kept at the cemetery offices and also on file in the office of the city clerk. Such price list shall be so amended only after a notice has been advertised at least once in the city's official newspaper, which notice shall be published at least twenty days before the effective date of the new prices.	Adds the terms "graves" and "niches." The term "lot" encompasses multiple graves, and rights of interments are generally for a single "grave."
9.	13.04.093	The revised map attached to the original of the ordinance codified in this chapter shall be kept on file in the office of the city clerk. It shows that Park Hill Cemetery is divided into various zones, in which prices per grave vary according to conditions such as proximity to roads, fountains, trees and other features. Such map may be changed by resolution of city council.	[REPEALED]	Because staff will now be in charge of pricing, this section is unnecessary.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
10.	13.04.095	N/A (New Section)	A. Human remains may be disinterred from any city cemetery only under the following conditions: 1. Disinterment is permitted by and conducted in accordance with state law; 2. All applicable permits are obtained; and 3. All fees established under VMC 13.04.092 and all expenses for disinterment are fully paid in advance. B. If the right of interment to the grave from which the human remains are disinterred is to be transferred back the city, all liners in the grave must be removed at the expense of the person arranging for disinterment.	Though rare, families of loved ones desire remains to be disinterred (removed from a grave or niche). Currently, there is no provision in the Code regulating disinterment. This new section addresses that void.
11.	13.04.110	Twenty-five percent of the sale of each and every lot and grave in Park Hill Cemetery shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Twenty-five percent of the sale of each and every right of interment in city cemeteries shall be placed in a separate fund to be known as a cemetery improvement fund and the same shall be invested in accordance with the laws of the state of Washington and the Charter and ordinances of the city. The balance of the sale price and other charges made in connection with the cemetery shall be used for operational expenses.	Amends “lot and grave” to read “right of interment” to achieve consistency with the other amendments in the ordinance.
12.	13.04.120	The cemetery improvement fund is and shall remain a trust fund for the use and benefit of those persons who may become purchasers and their successors or assigns of cemetery lots or graves, for the citizens of the city of Vancouver, and for the grave of Esther Short, to be held, controlled and invested by the city of Vancouver, in order that the cemetery lots sold therein, and the grave of Esther Short may be taken care of and maintained.	The cemetery improvement fund is a special revenue fund for the City to make capital improvements in and/or maintain city cemeteries.	Simplifies language

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
13.	13.04.140	Accurate books of account shall be kept of all accounts pertaining to the cemeteries, which books shall be open to the public for inspection and shall be maintained by the director of Financial and Management Services.	[REPEALED]	Currently there are two sections in the Code requiring accurate books to be kept. VMC 13.04.230 now addresses this exclusively, making VMC 13.04.140 redundant.
14.	13.04.200	The city council may cause the grounds, or any part of them, to be cleared, improved and platted into lots and blocks and into single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	The Director of Public Works or designee may cause the grounds, or any part of them, to be cleared, improved and platted into sections, lots and single graves, and may provide for installation of a system or systems to furnish water for the cemetery, and may improve the cemetery by laying out walks and drives and planting trees, shrubs or plants on the lots, graves, or any part of the cemetery.	Delegates authority for maintenance and cemetery layout to Public Works.
15.	13.04.210	The department of parks, recreation and memorials shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	The department of public works shall maintain a general plat for the laying out of drives and for the platting of the cemetery into sections, showing therein the number of lots and graves which shall be filed with the city clerk, provided, however, that the city may plat any part of the cemetery at a time, leaving the balance to be used for a park or other purposes consistent with the cemetery use, until needed for cemetery purposes.	Shifts maintenance responsibility to Public Works.
16.	13.04.230	The city clerk shall keep in a book prepared for the purpose a complete record of each lot or single grave sold, showing the date of sale, name and address of the purchaser, number of section of lot sold and price paid therefore.	A. The city shall keep an official record in either a book or web based program of each right of interment sold, showing the date of sale, name and address of the purchaser, location of the right of interment, and price paid therefor. B. In addition to the official record described in Subsection (A), the city shall keep in either book or web based program a record of each interment, showing the names of all persons interred, the date of interment, the number and date of the right of interment sold, the name of the funeral service provider, and the charges for work performed.	Enables ability to use web based program (more efficient than “books”); modifies incorrect use of “therefore”; merges and consolidates other sections requiring accurate records.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
17.	13.04.250	All money received by the city clerk for cemetery lots or single graves shall be by him immediately paid to the director of Financial and Management Services.	[REPEALED]	This language is now incorporated into VMC 13.04.030(A), making VMC 13.04.250 redundant.
18.	13.04.260	No transfer of title of any lot or grave in the city cemetery or Park Hill Cemetery from one person to another shall be made until payment of the fee therefore set by Section 13.04.090 has been made to the city clerk. Upon payment of such fee and presentation of the deed to the grave, the city clerk shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the deed by the city clerk; and no burials shall be made on the lot by the transferee until the valid transfer of the lot has been made. In the event the purchaser of a city cemetery lot desires to resell his lot, the city clerk is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	No transfer of any right of interment in the city cemeteries from one person to another shall be made until payment of the fee therefore set pursuant to VMC 13.04.092 has been made to the city clerk or designee. Upon payment of such fee and presentation of the right of interment, the city clerk or designee shall endorse such transfer thereon and make record thereof; and no transfer shall be valid until such endorsement shall have been made on the right of interment by the city clerk or designee; and no interments shall be made on any lot, grave, or niche by the transferee until the valid transfer of the interment right has been made. In the event the purchaser of a right of interment desires to resell the right, the city clerk or designee is authorized on behalf of the city to purchase it at not more than the amount for which it was originally purchased out of moneys appropriated or budgeted for such purpose.	Modifies use of “title” and “deed” to “right of interment” to be consistent with ordinance; modifies reference to VMC 13.04.090 (price schedule set by ordinance) to VMC 13.04.092 (price schedule set by staff).
19.	13.04.271	There shall be a retort maintenance reserve within the Park Hill Cemetery Fund. There shall be paid into said reserve the sum of twelve dollars fifty cents from each cremation fee received. Money in such reserve shall be used only for major maintenance and improvements needed at the cemetery's cremation furnace retort.	[REPEALED]	The retort reserve fund was established in 1993 to account for costly repairs as a result of conducting cremation services. The City ended cremation services and removed all cremation equipment years ago. There is no longer any need for this reserve fund.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
20.	13.04.272	All caskets buried in either of the city cemeteries shall be placed in a concrete grave box (liner) at the time of burial, and all ash urns shall be placed in a concrete container at the time of burial.	All non-cremated human remains intended to be buried in any city cemetery, regardless of whether contained in a casket or similar enclosure, shall be placed in a concrete grave box (liner) at the time of burial. All cremated human remains intended to be buried, whether placed in an urn or similar enclosure, shall be placed in liner at the time of burial, which shall be made from a durable material approved in advance by the lead cemetery official that provides sufficient structural support to protect the casket or urn from collapse.	This section clarifies the requirements necessary to bury human remains in graves (whether cremated or not). Modern practices do allow for materials other than concrete, but they must be consistent with industry norms to prevent underground collapse.
21.	13.04.280	In addition to the record heretofore provided for, the city clerk shall keep a record of interment compiled from the sexton's report, showing the names of all persons buried in each lot and date of burial, the number and date of the permit, and the name of the undertaker and the charges.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
22.	13.04.290	The sexton shall keep in a book prepared for that purpose the record of all interments, showing in proper columns the name of the deceased, the lot in which the interment is made, number and date of the permit, date of burial, name of undertaker, and the charges for opening grave or other work performed by him; and he shall make a monthly report to the city council in like form to the record above provided of all interments made during the preceding month.	[REPEALED]	This section has now been incorporated into VMC 13.04.230.
23.	13.04.330	No person shall bury one body on top of another except with special permission of the cemetery supervisor and only upon payment of regular fees or any special or additional fee established by ordinance.	Double depth burials are allowed upon payment of regular fees and any special or additional fees identified in the fee schedule adopted pursuant to VMC 13.04.092. The limitations on the number of human remains in any one grave, whether single depth or double depth, shall be as follows: • Single depth grave: six cremated human remains; or one non-cremated human remains and up to five cremated human remains • Double depth grave: two non-cremated human remains and up to four cremated human remains	The burial of multiple humans in a single grave has become acceptable subject to limitations. This section now correlates to current industry standards.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
24.	13.04.350	No person shall place improvements or cornerstones indicating the boundaries of lots except on the lot itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot as an enclosure thereof.	No person shall place improvements or cornerstones indicating the boundaries of lots or graves except on the lot or grave itself, nor shall anyone place fences of wood or iron, or walls, coping or curbs of brick, stone or marble on any lot or grave as an enclosure thereof.	A “lot” contains multiple graves. This section is modified to expressly prohibit borders or fences around a specific grave, as doing so interferes with the City’s ability to maintain the grounds.
25.	13.04.360	No person shall place any post of stone, concrete or marble at the corner of any lot which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	No person shall place any post of stone, concrete or marble at the corner of any lot or grave which shall be less than two and one-half feet in length, and the same shall be placed so as not to project above the surface of the ground.	Same rationale as amendment to VMC 13.04.350 – conduct regulated interferes with City’s ability to maintain grounds.
26.	13.04.370	No person shall place more than one monument on a family burial lot, which monument must be in the center of the lot unless deemed impractical by the sexton, in which case he shall determine the location; provided, however, that this shall not include markers, of which only one shall be allowed on each grave of a uniform size, fourteen by twenty-four inches, and not less than three inches thick, the same to be set flush with the sod. No foot stones for graves shall be allowed.	A. No person shall place more than three memorials on any grave, no more than one of which may be an upright memorial. B. No memorial may exceed the dimensions of any grave for which a right of interment is purchased. No upright memorial shall exceed sixty inches in height measured from the ground to the top of the monument, unless otherwise approved by the lead cemetery official. Flat memorials shall be not less than four inches thick.	Current code uses “markers” and “monuments” interchangeably despite different meanings. The amendment here, coupled with the definitions section, updates requirements for all memorials (noting difference between “flat memorials” and “upright memorials”) to current industry standards.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
27.	13.04.380	No person shall place within the cemeteries any monument made of any material other than marble or slate stone. All monuments shall be properly supported with a concrete casing. All monuments must be flush with the surface of the ground. Monuments other than ones described above shall only be used with the written permission of the cemetery supervisor.	A. No person shall place within the cemeteries any flat memorial made of any material other than marble, granite or bronze, provided that any flat memorial measuring less than twelve inches by twenty-four inches shall have a concrete border. Concrete borders for flat memorials shall be of sufficient size and depth to hold the memorial firmly in place and flush with the ground. All flat memorials must be flush with the surface of the ground. B. Upright memorials are not permitted in Park Hill Cemetery except for Sections “A”, “B”, “C”, “J”, “O”, and “R”. Upright memorials, constructed pursuant to this section, may be erected in the foregoing designated sections of Park Hill Cemetery. Upright memorials may be allowed in other city cemeteries in the discretion of the lead cemetery official. Erection of an upright memorial on a grave shall not preclude the placing of a flat memorial on the same grave, subject to the other provisions in this chapter. Including and subject to the following provisions, the composition, dimensions, and styles of all foundations and bases for upright memorials shall require written approval in advance by the lead cemetery official. 1. <i>Foundations.</i> All foundations for upright memorials shall be comprised of either granite or concrete. Foundations shall be a minimum of four inches thick for granite and a minimum of six inches thick for concrete. 2. <i>Bases.</i> Upright memorial bases shall be a minimum of six inches high, and the sides shall be a rough, rock-faced texture. 3. <i>Monument.</i> The monument or die (primary portion) of an upright memorial shall be granite or marble. C. A bronze plaque may be used on any memorial, whether flat or upright. D. The lead cemetery official is authorized to promulgate rules governing niche memorials.	The goal of this amendment was to expressly permit upright memorials in six sections of Park Hill Cemetery, as well as in all other city cemeteries subject to approval by lead cemetery official. Permits concrete flat markers with bronze materials to provide a more cost efficient way of marking a grave, as is consistent with industry norms. Further delegates to lead cemetery official to establish rules to regulate niches. Additionally, Sections .500 (Marker foundations) and .570 (Foundations and bases for monuments) have been merged into this section for clarity and ease of reference.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
28.	13.04.430	No person shall place a monument on any lot until the lot is fully paid for and a deed to the same obtained.	No person shall place a memorial on any lot, grave, or niche until a right of interment to the same is obtained and all applicable fees are paid.	No substantive change, but updates language to be consistent with remainder of ordinance.
29.	13.04.440	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless he has received permission from the cemetery supervisor. This regulation shall apply to all trees and plants brought into the grounds by friends or relatives of a deceased person as well as to those furnished by the city. All flowers and easels placed at any burial site at the time of a funeral shall be removed no later than five days after the funeral, either by the family or their representative, or by cemetery employees, and all flowers placed on graves on Memorial Day shall be removed within five days after Memorial Day either by the persons placing them there or by the city employees. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between April 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the cemetery supervisor. Only the cemetery supervisor or those employees working under his direction may plant any plants, build any structures or dig graves in the cemeteries, except with special permission of the supervisor, and no one shall place any articles upon graves except as permitted in this chapter.	No person, whether or not a lot owner or a holder of a deed to a grave, shall pick any flower or break any limb of any tree or shrub in any cemetery or remove any tree or plant from any cemetery unless written permission has been granted by the lead cemetery official. All flowers and easels placed at any burial site at the time of a funeral or on Memorial Day shall be removed no later than five days after the funeral or Memorial Day, respectively, either by the family or their representative. After the expiration of said five day period, any and all flowers and easels placed at any burial site at the time of a funeral may be removed by the lead cemetery official or those employees working under his or her direction. Artificial flowers and plants shall not be placed on graves during the mowing season, which is established as the days between March 1st and October 31st of each year, except for a period of one week designated for Memorial Day observance by the lead cemetery official. Glass receptacles are not allowed. Absent written permission granted by the lead cemetery official, only the lead cemetery official or those employees working under his or her direction may plant any plants, build any structures or dig graves in the cemeteries. No one shall place any articles upon graves except as permitted in this chapter.	Most of the changes to this section are to update references to “cemetery supervisor” to “lead cemetery official.” Additionally, maintenance of the grounds requires that mowing begin in March rather than April. Placement of flowers interferes with mowing, which is the purpose of this section. The amendment is designed to allow the City to begin its maintenance responsibilities at the proper time. Exceptions are allowed for funerals and Memorial Day. The amendment authorizes the lead cemetery official to remove flowers that remain beyond the five day grace period and/or are placed in times other than when allowed.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
30.	13.04.450	Where monuments, headstones, cornerstones, markers or other property have been placed on any lot, no removal of the same will be permitted except in compliance with this chapter and regulations promulgated by the supervisor.	[REPEALED]	The amendments to VMC 13.04.460 (Memorials – Removal Prohibited— Exception) render this section redundant.
31.	13.04.460	After any monument, headstone, cornerstone, marker or other property has been placed on any lot sold in any city cemetery, it is unlawful to remove the same except with written authority from the cemetery supervisor. It shall be a violation of this chapter for anyone wilfully to damage any such property or any city property in the cemeteries.	After any memorial has been placed on any lot or grave sold in any city cemetery, it is unlawful to remove the same except with written permission from the lead cemetery official. It shall be unlawful for anyone willfully to damage any such property or any city property in the cemeteries. A violation of this section shall be a misdemeanor punishable in accordance with VMC 7.00.010.	The term “memorial” encompasses monument, headstone, cornerstone, and markers. Makes damaging property in city cemeteries a misdemeanor
32.	13.04.470	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the city cemetery supervisor, and then subject to his regulations and directions.	No person shall ride or drive any private vehicle in any city cemetery except on the drives thereof, nor at a speed in excess of ten miles per hour, which is established as the maximum vehicle speed on cemetery drives. No vehicle shall be operated on city cemetery drives which is in violation of any equipment regulations found in the city traffic code or other ordinance, and no vehicle in excess of ten thousand pounds gross weight shall be permitted on city cemetery grounds except with the permission of the <u>lead cemetery official</u> , and then subject to his <u>or her</u> regulations and directions.	Modifies reference to “lead cemetery official” and includes gender inclusive language (this is also done in other sections in chapter 13.04 VMC)
33.	13.04.480	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the cemetery supervisor for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	It is unlawful for anyone to enter or be in any city cemetery after dusk or before six a.m. of any day, except when the cemetery is open between such hours by order of the lead cemetery-official for a special occasion or service; provided, this section shall not apply to employees of the city who enter the cemetery in the course of their employment.	Modifies reference to “lead cemetery official.”
34.	13.04.490	No lots shall contain any slab stone nor any head or foot stone in any erect or vertical position.	[REPEALED]	Vertical memorials are now permitted subject to regulations established in this ordinance. See VMC 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
35.	13.04.500	Foundations for markers shall be of sufficient size or depth to hold the marker firmly in place.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
36.	13.04.510	A crematorium has been constructed at Park Hill Cemetery and shall be operated as a part of such cemetery under the supervision of the person appointed cemetery supervisor under Section 13.04.020. Such supervisor, subject to direction by the superintendent of parks, shall make reasonable rules and regulations for the use of such crematorium as are necessary and consistent with this chapter. The crematorium shall be used to perform only those cremations which have been arranged by licensed funeral directors pursuant to executed forms of contract approved by the city; all cremation services shall be for the fees set by ordinance.	[REPEALED]	The crematorium/retort no longer exists and has not existed for some time.
37.	13.04.530	The cemetery supervisor shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to supervise workmen, visitors and driveways; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when he may deem such action necessary under this chapter. He shall be appointed a special policeman to enforce this chapter only, but shall not receive any extra compensation therefore.	The lead cemetery- official shall have charge of cemetery grounds and is authorized to enforce the rules to maintain order; to oversee maintenance staff, corrections crews, volunteers and visitors; to expel from the grounds any persons who violate this code or any rules promulgated hereunder; and to refuse admission of any persons or materials when such action may be necessary under this chapter.	Removes gender specific language; eliminates powers of official to be “a special policeman”
38.	13.04.560	Section "O" in Park Hill Cemetery is established as a monument section, and monuments may be erected therein subject to the rules and regulations of this chapter and other ordinances of the city of Vancouver. Erection of a monument on a grave shall not preclude the placing of a flat marker on the same grave.	[REPEALED]	The amendment to VMC 13.04.380, which now allows upright memorials in multiple sections in Park Hill, renders the first clause outdated. The final clause of 13.04.560 now appears in 13.04.380.

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
39.	13.04.570	a. Foundations. All foundations for monuments shall be one foot deep and shall extend six inches beyond the base of the monument stone. b. Bases. Monument bases shall not be larger than the following dimensions: 1. On a two-grave lot, eighteen inches by three feet; 2. On a three-, four-, or five-grave lot, eighteen inches by four feet; 3. On a six-grave lot, two monuments, eighteen inches by four feet, each.	[REPEALED]	This section, as amended, has been merged into VMC 13.04.380.
40.	13.04.600	It is unlawful for any person, firm, or corporation to establish or plat any new cemetery or to extend the boundaries of any existing cemetery within the limits of the city of Vancouver, and it is unlawful to establish or plat any new mausoleum or crematory, or extend any mausoleum or crematory within the city limits of the city of Vancouver.	[REPEALED]	This section has not been enforced for decades. Dozens of cemeteries and crematories have been established since this section was passed in 1953. Staff recommends formally repealing it.
41.	13.04.620	Anyone convicted of violating any section of the ordinance codified in this chapter shall be fined not to exceed five hundred dollars.	Except as provided in Section 13.04.460 of this chapter, a violation of this chapter shall be considered a class 1 civil infraction under RCW 7.80.120 with a fine not exceeding \$250.00. Nothing in this section affects the adoption of any RCW section adopted by reference in VMC 7.02.010. Nothing in this section limits or affects any right of restitution, including but not limited to that of the city.	Aside from willfully damaging property, which is addressed in 13.04.460, staff recommends that a violation of this chapter be reduced from a crime to a civil infraction punishable by fine.

Chapter 13.04 VMC Amendments

City Cemetery Code



February 1, 2021

Vancouver City Council Workshop

Bill Bjerke

Superintendent – Grounds & Cemeteries

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Background

- The City of Vancouver has owned and operated Old City Cemetery & Park Hill Cemetery for over 100 years
- A 2003 land donation provided the City with the opportunity to own and operate Fisher Cemetery (est. 1852), the oldest in Clark County
- Code revisions are necessary to account for Fisher Cemetery, removal of 10-acre dedication in Park Hill Cemetery, effect Council intent, and align City code with current industry practices.

Why is Vancouver in Cemetery Business?

- Authorized by state law (RCW 68.52.040)
- Common in Washington
 - Anacortes
 - Auburn
 - Bellingham
 - Burlington
 - Camas
 - Washougal

Old City Cemetery

- E. Mill Plain & Grand
- One of Vancouver's oldest established cemeteries
- Fully occupied



Park Hill Cemetery

- 5915 E. Mill Plain
- 25,000+ burials
- Still accepting interments



Fisher Cemetery

- 16509 Evergreen Hwy
- Established 1852
- City obtained through land donation in 2003



Current Status

- VMC Chapter 13.04 regulates city cemeteries (last updated 1993)
- Various portions outdated
 - Legal descriptions
 - Authority to set pricing
 - Crematorium

Park Hill Cemetery – Amending Legal Description

- 11/9/18 – Court order authorizing removal of cemetery designation (10 acres)
- VMC 13.04.020 legal description requires amendment

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FILED
NOV 09 2018
Scott G. Weber, Clerk, Clark Co.

SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY

In re a Portion of the Park Hill Cemetery, #22
Sec. 30, T2N,R2E, WM, Assessor's Parcel
No. 37909805(a portion thereof consisting of
10.57 acres)

No. 18-2-05402-1

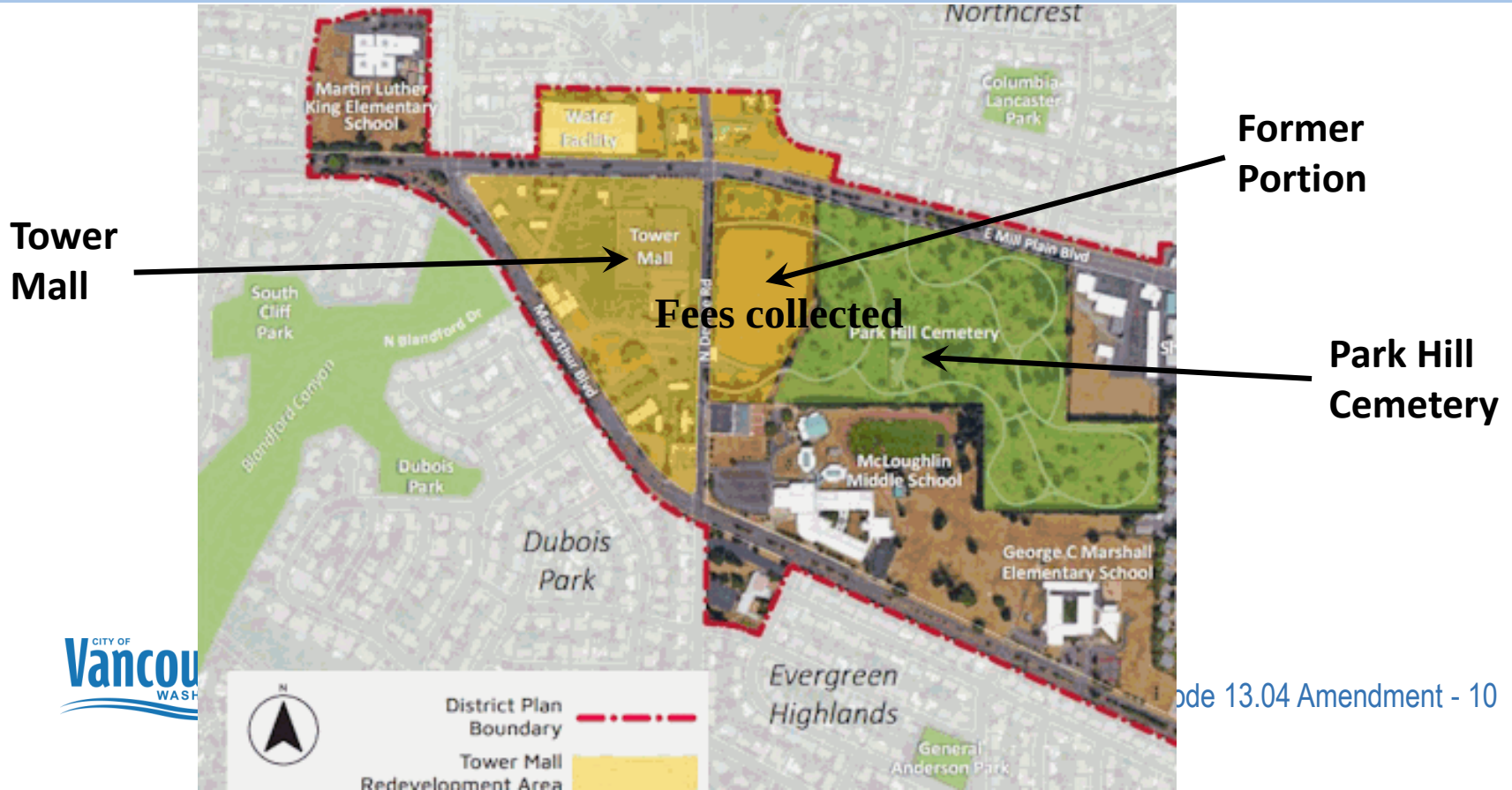
ORDER GRANTING CITY OF
VANCOUVER'S MOTION TO
REMOVE DEDICATION FOR
CEMETERY PURPOSES

Hearing Date: November 9, 2018
Hon. Robert Lewis, Dept. 9

Park Hill Cemetery – Amending Legal Description



Park Hill Cemetery – Amending Legal Description



VMC 13.04.090 vs. VMC 13.04.092

VMC 13.04.090

- Legislatively sets pricing
- Last amended 1993
- Other sections (e.g., 13.04.260) explicitly refer to “fee ... set by Section 13.04.090”

VMC 13.04.090 vs. VMC 13.04.092

VMC 13.04.090

- Legislatively sets pricing
- Last amended 1993
- Other sections (e.g., 13.04.260) explicitly refer to “fee ... set by Section 13.04.090”

VMC 13.04.092

- Ord. M-3058 (4/19/1993)
- “[C]emetery price setting is administrative and should be accomplished by City staff”
- Effective date: 6/1/1994
- No repeal of .090 & other references to legislative pricing

Upright Memorials

- Increased demand for upright memorials
- Sections J & R now permit upright memorials (need code revision & ratification)



Recommended Code Changes

Refer to Amendment Matrix
for Section by Section
discussion of
draft ordinance

VMC Title 13 Amendments

Item	VMC Section	Existing Language	Proposed	Staff Comments
1.	13.04.005	N/A (New Section)	Provides definitions for "burial," "cemeteries," "city," "lead cemetery official," "columbarium," "cremated human remains," "cremation," "disinterment," "flat memorial," "grave," "human remains," "interment," "inter," "liner," "lot," "memorial," "niche," "right of interment," "scatter," "upright memorial," "urn"	Nomenclature for cemetery operations is unique. To ensure consistent application, a definitions section is recommended.
2.	13.04.010	Legal description for Old City Cemetery and old legal description for Park Hill Cemetery	Revises legal description for Park Hill Cemetery; provides legal description for Fisher Cemetery	The City obtained an order from the Superior Court modifying the boundaries of Park Hill to allow for Tower Mall development, which is why the legal description needed amendment. Current code does not account for Fisher Cemetery. This amendment remedies both issues.
3.	13.04.020	The city cemeteries shall be operated and maintained by the city department of parks, recreation and memorials. The director of parks, recreation and memorials subject to regulation by the city manager, shall appoint a suitable person to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the cemetery supervisor and shall have authority to enforce this chapter and also shall have all duties which are imposed on a sexton by any existing ordinance. The supervisor shall be deputized as a special city policeman for purposes of enforcing the ordinance codified in this chapter only.	The city cemeteries shall be operated and maintained by the city department of public works. The director of public works, subject to regulation by the city manager, shall appoint a lead cemetery official to be responsible for administration of this chapter and for the operation and maintenance of the cemeteries. He or she shall be designated for the purposes of this chapter as the lead cemetery official and shall have all duties which are imposed on a sexton or lead cemetery official by any existing ordinance or law.	Formally transfers operation of cemeteries from Parks to Public Works. Establishes "lead cemetery official" to oversee cemeteries.

Summary of Recommended Code Changes

- Definitions section: ensures consistency
- Places cemeteries under Public Works
- Amends Park Hill legal description
- Formally recognizes Fisher Cemetery
- Permanently delegates to staff the ability to amend prices

Summary of Recommended Code Changes

- Recognizes a “lead cemetery official”
- “Right of interment” in lieu of “deed”
- Permits records to be maintained electronically
- Regulates disinterment (previously unregulated)

Summary of Recommended Code Changes

- Modernizes regulations for liners, graves, and memorials
- Expands availability of upright memorials
- Damaging property (memorials, columbarium) remains a misdemeanor, but all other violations are infractions

Next Steps/Timeline

- February 8 – Approve ordinances on first reading and set date for Public Hearing
- February 22 – Public Hearing. Approve ordinances amending chapter 13.04 VMC, Cemetery Operations

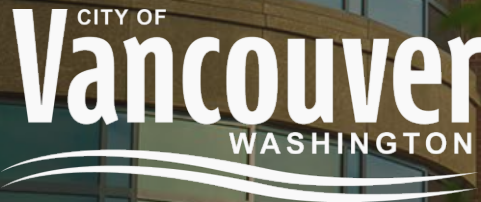
Questions and Discussion

- Bill Bjerke, Superintendent - Grounds & Cemeteries
 - 360-487-8245
 - Email: Bill.Bjerke@cityofvancouver.us
- Dan Lloyd, Assistant City Attorney III
 - 360-487-8520
 - Email: Dan.Lloyd@cityofvancouver.us

The background of the slide features a photograph of Vancouver City Hall, a modern building with a curved glass facade and brick accents. The words "VANCOUVER CITY HALL" are visible on the building's exterior. In the foreground, there are vibrant pink and purple flowers, possibly petunias, which are slightly out of focus, adding a touch of nature to the urban scene.

Affordable Housing Fund

Program Overview: Progress Update and Looking Forward



February 1, 2021

Vancouver City Council Workshop

Peggy Sheehan, Community Development Program
Manager

Presentation Overview

- Affordable Housing Fund background
- Timeline of key events in Affordable Housing Fund implementation
- Activity Summary
- 2017-2019 AHF Progress Report
- Increase in percentage of funds that can cover administrative & implementation costs
- Looking forward
- Council direction requested

YOUR TAX DOLLARS AT WORK

This project is made possible by the Vancouver Affordable Housing Fund, which was approved by voters in 2016.



CITY OF
Vancouver
WASHINGTON

More information: www.cityofvancouver.us/AffordableHousingFund

Background on Affordable Housing Fund

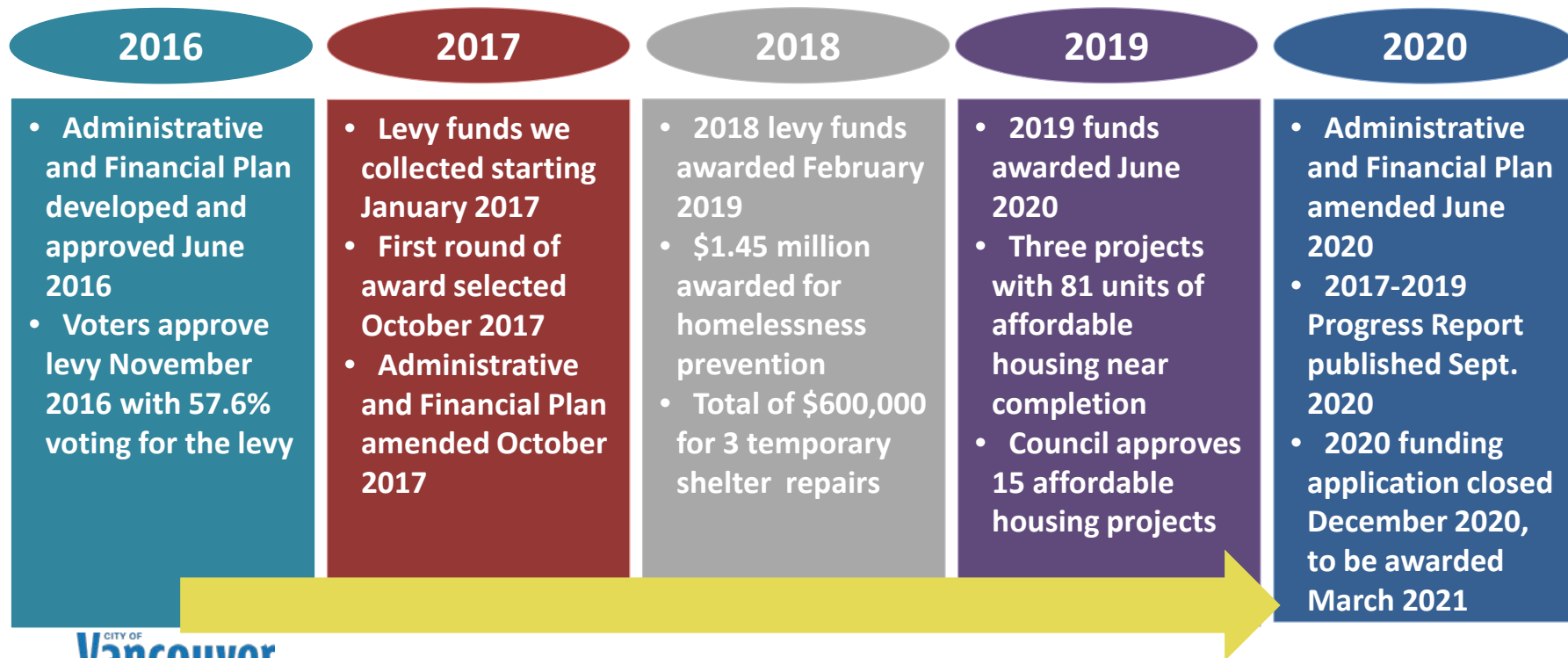
- Property tax for housing approved by Vancouver voters in November 2016
- \$42 million collected from 2017-2023 (\$6 million annually)
- Serves households earning up to 50% AMI (\$46,050 for family of 4)



homelessness with assistance and services

Affordable Housing Fund - 4

Affordable Housing Fund Timeline



Program Estimates from Admin and Financial Plan

	Annual funding 2017-2023	Funding breakdown by use	Annual units or households assisted*	Total funding (7 years)	Total units or households Assisted (7 years)*
Levy Revenues	\$6,000,000	-	-	\$42,000,000	-
Housing Production	\$2,400,000	40%	48 units	\$16,800,000	336 units
Housing Preservation	\$1,620,000 (2017-2019) \$1,560,000 (2020-2023)	27% (2017-2019) 26% (2020-2023)	65 units	\$11,100,000	454 units
Homelessness Prevention					
Rent Vouchers and Services	\$1,500,000	25%	214 households	\$10,500,000	1,500 households
Temporary Shelter	\$300,000	5%	TBD	\$2,100,000	# beds TBD
Implementation	\$180,000 (2017-2019) \$240,000 (2020-2023)	3% (2017-2019) 4% (2020-2023)	-	\$1,500,000	-
TOTAL	\$6,000,000	100%	327 units/ households	\$42,000,000	2,290 units/households plus # shelter beds TBD

Progress to date- 2017 - 2020

Housing Production – 50% AMI units

- Completed: 8 projects with **141 units**
- Awarded/in pipeline: 7 projects with **206 units**
- Total awarded 2017-2019: 347 Units
- 2020 Applications: 100 units proposed

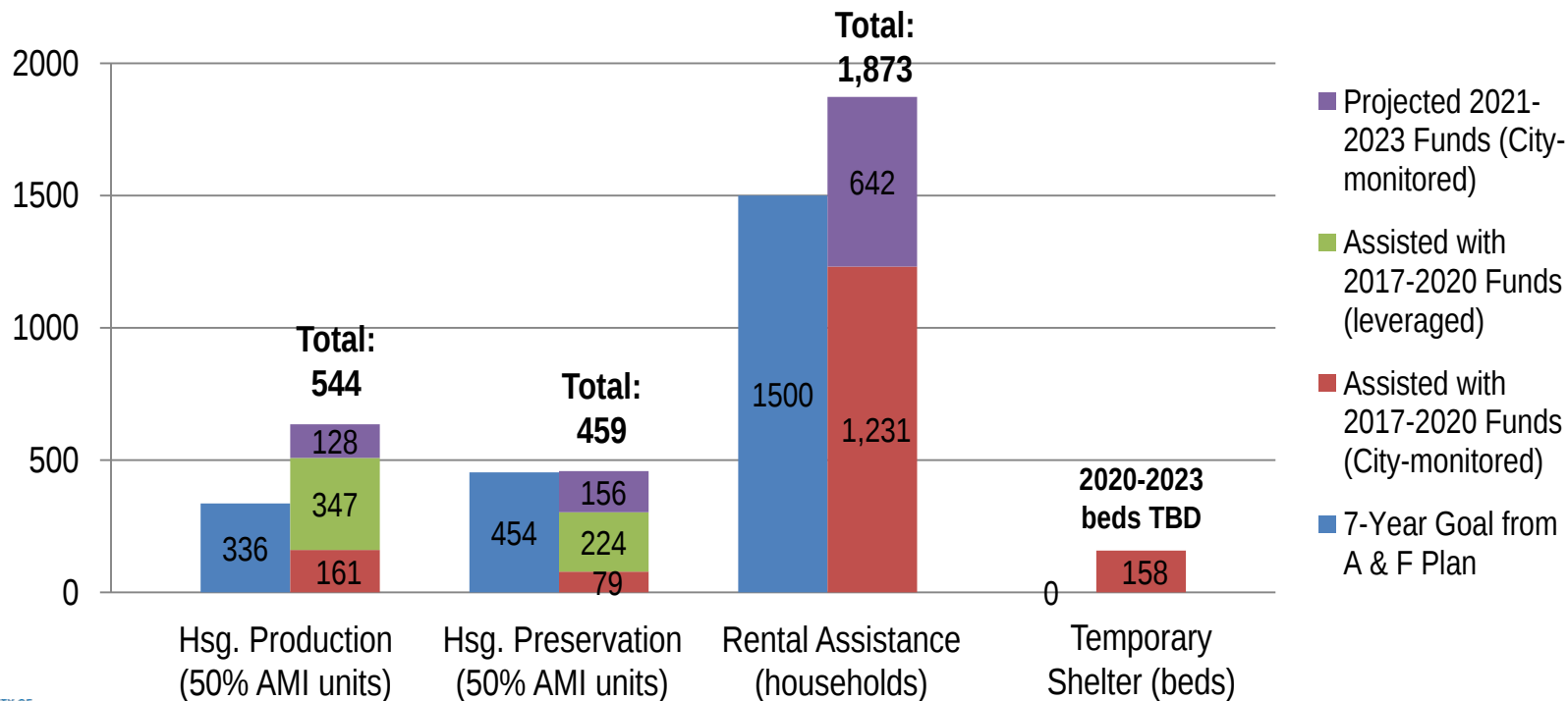
Housing Preservation – 50% AMI units

- Completed: 1 project with **7 units**
- Awarded/in pipeline: 3 projects with **296 units**
- Total Awarded 2017-2019: 303
- 2020 Applications: 18 units proposed

Homelessness Prevention

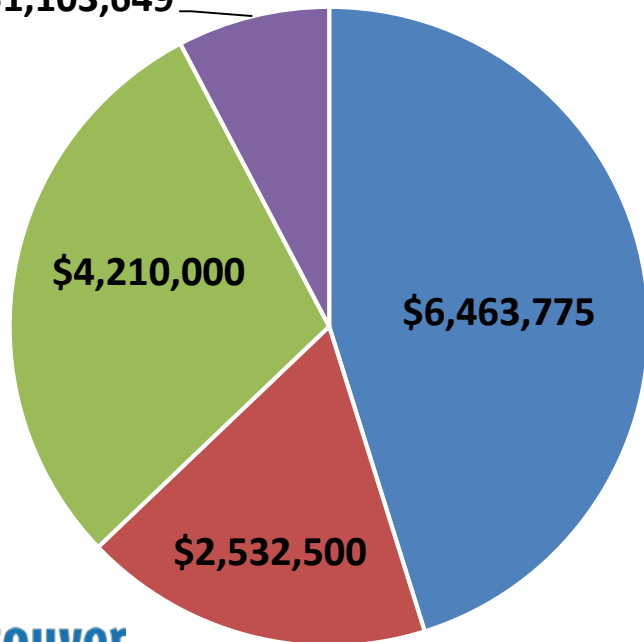
- Rental assistance provided to **611 households**
- Improvements and operating support for **158 shelter beds**
- Current Contracts: Rental assistance for **620 households**

Comparison of projected to actual outcomes for 7-year Fund

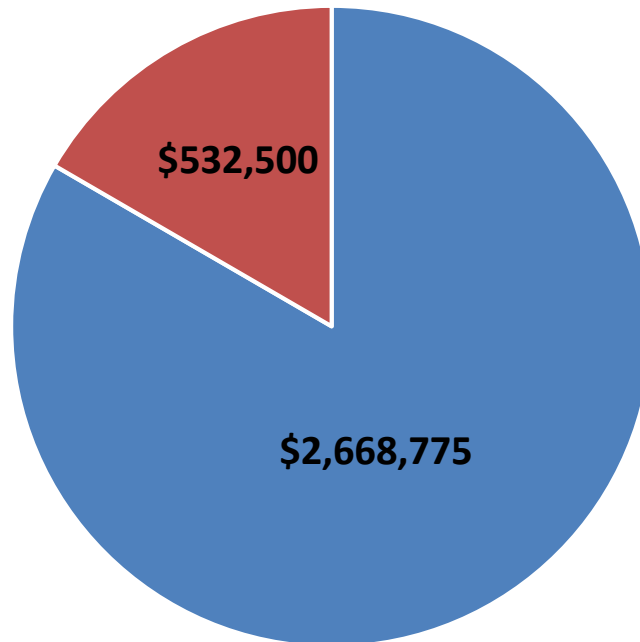


Grants and Loans Awarded 2017-2019

Total Grants: \$14,299,924
\$1,103,649



Total Loans: \$3,201,275



2017-2019 AHF Progress Report

To see full report, visit the Affordable Housing Fund Webpage:
<https://www.cityofvancouver.us/ced/page/affordable-housing-fund>



HOMELESSNESS PREVENTION PROGRAMS

A portion of the Affordable Housing Fund provides housing assistance to prevent or address homelessness for Vancouver residents earning up to 30% of the Area Median Income (AMI), or approximately \$43,950 per year for a family of four.

From 2017 to 2019, partner agencies assisted 540 households with resources—including apartment deposits, short-term rent assistance, landlord mediation, and case management services—to access or maintain housing.

THESE PROGRAMS ...

Serve our community's most vulnerable renters

78%

of participants earned less than 30% of the AMI at enrollment (\$26,350/yr)

Support local families

67%

of participating households had children

Provide resources and services to help achieve housing stability

84%

of participants stabilized their housing situation by the time assistance ended

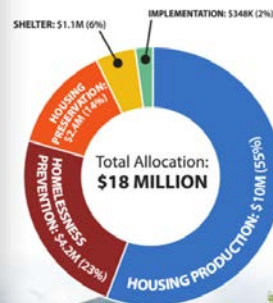
Help at-risk households stay in their homes

50%

of participants received housing assistance to prevent an eviction

If you are having difficulty paying rent, contact the Council for the Homeless Housing Solutions Center at 360-695-9677 to get help.

2017-2019 TOTAL AFFORDABLE HOUSING FUND ALLOCATION



2017-2019 AFFORDABLE HOUSING FUND REPORT

Accomplishments for three years of the City of Vancouver's Affordable Housing Fund, part of the City's comprehensive effort to address affordable housing and homelessness.

Vancouver
WASHINGTON

Produced by
COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT

Implementation/Administrative Expense Increase

Implementation is defined in the Administration and Finance Plan as **resources for staff to develop contracts, manage the program and conduct annual monitoring for compliance.**

- As additional projects are approved, additional funds needed to support staffing and indirect costs:
 - Increase percent to 7%
 - We will continue to roll unused implementation dollars into the projects

	Percentage of Levy	Annual Amount	Total
Implementation	3% (2017-2019)	\$180,000 (2017-2019)	\$2,040,000 for 7 years
	4% (2020)	\$240,000 (2020)	
	7% (2021-2023)	\$420,000 (2021-2023)	

Next steps – Applications for 2020 and 2021 funds

Project Name	Agency	Amount	Units
65th Avenue Apartments	Ginn Gives	\$975,000	50 units
138th Ave Townhomes	Ginn Gives	\$225,000	9 units
Recovery Home for Mothers	Lifeline Connections	\$125,000	9 people
Property Acquisition for AFH housing SMI homeless individuals	The Minority Coalition	\$300,000	3 units
Permanently Affordable Homeownership	Proud Ground	\$250,000	3 units
Second Step Housing - Acquisition	Second Step Housing	\$900,000	26 units
Fruit Valley Commons-Modernization	Vancouver Housing Authority	\$700,000	18 units
Total		\$3,475,000	

Tax Credit Projects with AHF Funds reserved

Project Name	Agency	Units
Mercy Housing	Mercy Housing	69
4 th Plain Commons	VHA	100
The Meridian	Housing Initiative	46
Central Park Place	VHA	124

Looking Forward

The Affordable Housing Fund was previously authorized by this council and the a majority of voters as a property tax levy under RCW 84.52.105:

Language from ballot levy in 2016 “This proposition would fund housing and housing services for people with very low-incomes, including those with disabilities, veterans, seniors, and families with children by authorizing an excess property tax levy, within the City of Vancouver taxing district, generating \$6,000,000 annually (approximately \$0.36/\$1,000 assessed value) under RCW 84.52.105, for seven years.”

Dates Jan 1 – 2017 through December 31, 2023

Looking Forward

- RCW 84.52.105 - Allows for up to a 10 year levy up to .50 per \$1,000 value
- Used for households at 50 percent and below area median income
- *NEW* - As of October 1, 2020, the state legislature authorized the revenues to be used for affordable homeownership, owner-occupied home repair, and foreclosure prevention programs for “low-income households” (defined as 80% or less of the county's median income)
- If Council wants to reauthorize the AHF levy –latest date for decision is January 2023 for ballot measure in November 2023 (based on 2016 process)

Council Direction Requested

- Feedback on increasing the implementation/administration portion of the Affordable Housing Fund
- Feedback on reauthorization timeline
 - Convene task force January 2022
 - Analyze impact of current fund
 - Research need for affordable housing
 - Present recommendation to Council
 - Council decision in January 2023

Questions and Discussion

Peggy Sheehan, Community Development Program Manager

peggy.sheehan@cityofvancouver.us

(360) 487-7952

www.cityofvancouver.us/affordablehousing





Staff Report 018-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Award of bid for the Daniels (27th St - 34th St) Water Main Replacement (ITB 21-03)

Key Points

- Increases water system integrity and reliability by replacing aging steel pipe systems.
- Upsizes the pipeline for increased fire flow.

Strategic Plan Alignment

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

Present Situation

This project will install approximately 2,300 feet of 8-inch water main to replace aging 4-inch steel pipe systems in Daniels Street from West 27th Street to West 34th Street. The existing pipes are 100 years old, and have a maintenance history which indicates they are in need of replacement. Replacement will improve the pipeline integrity, reliability, and increase fire flow. Pavement restoration will be completed to restore the roadway where utility work occurs.

On January 11, 2021, the City received ten bids for the subject project. The bids ranged between \$357,369.86 and \$456,543.79. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS

BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, WA	\$357,369.86
Civilworks NW, Inc., Vancouver, WA	\$389,603.76
Odyssey Contracting. Yacolt, WA	\$396,871.43
Nutter Corporation, Vancouver, WA	\$397,060.22
Tapani, Inc. Battle Ground, WA	\$398,551.13

CatWorks, LLC, Vancouver, WA	\$401,168.28
Advanced Excav Spec, LLC, Longview, WA	\$422,246.68
Rotschy, Inc., Vancouver, WA	\$436,632.63
Folden Construction, Vancouver, WA	\$456,543.79
Carlson Testing	Non-responsive
<i>Engineer's Estimate</i>	<i>\$410,000.00</i>

Halme Excavating, Incorporated of Battle Ground, Washington, is the lowest responsive and responsible bidder, and has successfully completed utility construction projects of this magnitude during the last three years.

Advantage(s)

1. Increases water system integrity and reliability.
2. Eliminates high maintenance mains and costly repairs.
3. Improves pressure and fire flow.

Disadvantage(s)

Temporary traffic disturbances and inconvenience to neighboring properties unavoidable during construction. However, these properties will benefit from the increased reliability gained through replacement.

Budget Impact

The funds for this project have been included in the 2021-2022 Water Capital Budget as project number 100409.

Prior Council Review

Approved in the 2021-2022 Water Capital Budget.

Action Requested

On February 1, 2021, award a construction contract for the Daniels St (W 27th St – 34th St) Water Main Replacement project to the lowest responsive and responsible bidder, Halme Excavating, Inc. of Battle Ground, Washington, at their bid price of \$357,369.86, which includes Washington State sales tax; authorize the City Manager or designee to execute the same; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- ▢ Contract for the Daniels Water Main Replacement, ITB 21-03



CONTRACT # C-100525

BID 21-03: Daniels St (W 27th – 34th St) Water Main Replacement

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

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Daniels St (W 27th – 34th St) Water Main Replacement. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-03 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

The Contractor shall furnish and install approximately 2,200 linear feet of 8-inch ductile iron water main and abandon the existing main. Installation includes side street connections, valves, fire hydrants, and service transfers as shown, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

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

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to

include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.4% Washington State Sales Tax (if applicable) \$357,369.86.

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

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

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

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the

alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the

control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts which are each incorporated herein by this reference, and made a part of this Contract as if

fully set forth herein, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- a. Amendments to the Contract,
- b. This Contract,
- c. Addenda to the Solicitation,
- d. The Solicitation,
- e. Contractor's Proposal,
- f. Special Provisions,
- g. Contract Plan Set,
- h. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
- i. General Conditions for Facility Construction,
- j. City of Vancouver Standard Plans,
- k. WSDOT Amendments to the WSDOT Standard Specifications,
- l. WSDOT Standard Specifications,
- m. WSDOT Standard Plans.

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

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

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

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Halme Excavating

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 019-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Fiber Optics

Key Points

- C-TRAN is planning a new Bus Rapid Transit (BRT) project along the Mill Plain Blvd. corridor.
- The BRT project relies on fiber optic cable to communicate with the BRT stations.
- The City owns the existing fiber optic system that runs the full length of the BRT corridor. C-TRAN will upsize the fiber optics within the existing system and utilize a portion of that system for their needs.
- City will use the remainder of the fiber optic capacity and will retain ownership of the entire system.

Strategic Plan Alignment

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

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

Present Situation

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

The BRT system relies on fiber optic cable to maintain communications with the BRT stations along the corridor. The City currently maintains a fiber optic system along the BRT corridor but it does not have sufficient capacity for C-TRAN's needs.

Pursuant to the Intergovernmental Agreement, C-TRAN will replace the existing fiber optic cable with a new 144-strand cable system. C-TRAN will be provided access to 48 strands of fiber optic cable with the remaining 96 strands to be used by the City and its partnering agencies including WSDOT and Clark County. The City will maintain ownership of the entire fiber optic system.

Advantage(s)

1. Provides needed communication abilities for C-TRAN and their BRT stations
2. Adds capacity to the City's fiber optic network, which will address future long term needs

Disadvantage(s)

There are no known disadvantages.

Budget Impact

Pursuant to the agreement, C-TRAN will be responsible for the cost of designing and installing the new fiber optic lines. The City will maintain the system under its current budgetary controls.

Prior Council Review

This was reviewed with City Council during a January 25, 2021, work session.

Action Requested

Authorize the City Manager to execute the Intergovernmental Agreement with C-TRAN for the Mill Plain BRT Fiber Optic Project.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▢ Fiber Optics IGA

**INTERGOVERNMENTAL AGREEMENT BETWEEN
C-TRAN AND THE CITY OF VANCOUVER FOR FIBER
OPTIC CABLE INSTALLATION AND MAINTENANCE**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2021, by and between the Clark County Public Transportation Benefit Area (“C-TRAN”) a municipal corporation, formed under authority of Chapter 36.57A RCW and the City of Vancouver (“City”), being a municipal corporation of the State of Washington and public agencies pursuant to Chapter 39.34.020 RCW for the installation and maintenance of fiber optic cable necessary for the Mill Plain Bus Rapid Transit Project (“Project”).

RECITALS:

WHEREAS, C-TRAN is in the process of developing the Project, which includes the construction of a new bus rapid transit route that begins at Evergreen Boulevard between Washington Street and Fort Vancouver Way; along Fort Vancouver Way between Evergreen Boulevard and Mill Plain Boulevard; and along Mill Plain Boulevard to the terminus of the BRT line at 184th and SE 6th Way (“MPBRT Corridor”); and

WHEREAS, C-TRAN requires a reliable fiber optic cable connection throughout the MPBRT Corridor in order to transmit security and route information; and

WHEREAS, the City currently owns and maintains a fiber optic cable network in the MPBRT Corridor, from approximately the west end of downtown Vancouver starting at the Clark Regional Technology Center, 708 W 13th Street, to the east end of Vancouver terminating at the intersection of Mill Plain Boulevard and 192nd Avenue, which includes fiber infrastructure, conduit, and fiber optic cable (“Fiber Infrastructure”); and

WHEREAS, in order to effectuate a more reliable system, C-TRAN intends to remove the City-owned fiber optic cable within the Fiber Infrastructure, install 144 new fiber optic lines, and replace or repair damaged conduit and all existing infrastructure as necessary (“Fiber Replacement”); and

WHEREAS, the City and C-TRAN both desire that upon completion of the Fiber Replacement, the City will retain ownership of the improved Fiber Infrastructure and be responsible for its continued operation, maintenance, and repair; and

WHEREAS, the development of the Project is being supported by Federal funds, which requires compliance with certain Federal standards and regulations, more particularly described below; and

WHEREAS, the City and C-TRAN both have the authority to enter into this Agreement as two public agencies, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, as amended;

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

City and C-TRAN hereby agree as follows:

AGREEMENT

A. Project Funding and Obligations

The Fiber Replacement is being funded in part by the following funds from the Federal Transit Administration (FTA):

Federal Award Identification Numbers and Dates: TBD

Awarding Federal Agency: Federal Transit Administration

CFDA Number and Name: TBD

Subrecipient Identifier: TBD

The City and C-TRAN hereby agree that this agreement is subject to the requirements of FTA Circular 5010.E Award Management Requirements and the FTA Master Agreement executed between C-TRAN and FTA. All design, construction, maintenance and operation shall be in conformance with FTA requirements. C-TRAN shall maintain Satisfactory Continuing Control (the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition) over the transit portion of the property and that the transfer of ownership to the City will carry the obligations of a Federal Interest, as such terms are defined in FTA Circular 5010.1E, as amended or updated, and in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Fiber Replacement Design

The details of Fiber Replacement can be found in the project design plans. The City shall be provided the opportunity to review and provide input on the design plans for the Project and the Fiber Replacement. C-TRAN shall have sole decision-making authority for the final design plans and specifications; provided, however, that C-TRAN shall not substantially modify the final design plans and specifications without providing the City an opportunity for review and approval.

C. Fiber Replacement Construction

C-TRAN intends to complete the construction of the Project through procurement of a third-party contractor (“Contractor”). The Contractor will be responsible for the Fiber Replacement, which C-TRAN shall ensure is removed, replaced, and constructed in accordance with project design plans and specifications and all contracting requirements. As part of the Fiber Replacement, C-TRAN will make commercially reasonable efforts to repair damaged conduit and all conduit infrastructure discovered during construction (conduit infrastructure defined as conduit, conduit couplings, handholes, junction boxes, pull boxes, and vaults).

The Contractor shall report directly to C-TRAN or its agents. Except where the Contractor is required to obtain permits or approvals from the City, during construction the City shall communicate any concerns directly to the C-TRAN Project Manager or the Manager’s designee.

1) Construction Phasing and Cutover

The City and C-TRAN will collaborate on the creation of a plan which shall establish the schedule and procedures for completing the Fiber Replacement. At a minimum, the plan will include the processes for physical termination of existing lines, requirements for testing/launching of the new lines, and expected communication and notices during the Fiber Replacement. The plan shall also establish the phases by which the Fiber Replacement will be accepted by C-TRAN and revert back to the control of the City.

To the extent possible, the agreements between C-TRAN and the City shall be documented in the construction design plans and specifications and thereby integrated into the Contractor's proposed construction phasing. In accordance with the construction contracting documents, the City will be provided an opportunity to review and provide feedback on the Contractor's construction phasing as it relates to the Fiber Replacement.

2) Temporary Right of Entry.

In accordance with the phasing of the cutover plan, it shall be assumed that the City has granted to C-TRAN a temporary license and right of entry onto all City right of way and property necessary to construct the Fiber Replacement. C-TRAN shall ensure that all property is returned to its original state or to an acceptable reconstructed state upon completion of the construction contract. This provision shall not obviate the Contractor's need to obtain all necessary permits in accordance with the City's requirements.

3) Interruption of Service.

The City shall be responsible for communicating the schedule and implications with all stakeholders and other users of the Fiber Infrastructure. So long as C-TRAN and the Contractor comply with agreements of the cutover plan, C-TRAN shall bear no obligation for the impacts of the Fiber Replacement to the City's stakeholders. The City shall continue to be responsible for the ongoing maintenance of the Fiber Infrastructure which is not under construction by C-TRAN or its Contractor.

4) Restoration of Property

In the event that the Contractor commences work on the Fiber Infrastructure, but is unable to complete the Project, C-TRAN shall be responsible for ensuring continued operation of the Fiber Infrastructure. This may include undertaking temporary measures to maintain the continued operation of the Fiber Infrastructure, continuing the Project with a new Contractor, and/or restoring the Fiber Infrastructure at a level equivalent to or better than its previous condition.

The City may initiate restoration work only if it is determined that C-TRAN is unable to do or that an emergency necessitates such action. The City shall be required to provide advance notice to C-TRAN with a reasonable opportunity to respond. C-TRAN shall be responsible for compensating the City for any necessary expenses to maintain fiber operations.

5) As-Built Drawings

Upon completion of the project, C-TRAN must submit as-built drawings to the City. These as-built drawings shall be in the form of an electronic CAD file that is an updated drawing of the design plans.

D. Ownership and Control.

Upon acceptance of the Fiber Replacement, whether in whole or in part, control shall revert to the City and the City shall continue to own, operate and maintain the Fiber Infrastructure, including all improvements resulting from the Fiber Replacement; provided, however, that C-TRAN shall be granted exclusive use of 48 fiber optic cable lines for the useful life of the property, to serve C-TRAN for any lawful purpose ("C-TRAN's Fiber"). C-TRAN's Fiber shall be specifically identified within the as-built plans and tagged at all fiber access points. The City shall not encumber or allow the encumbrance of the Fiber Infrastructure in any way that interrupts C-TRAN's continuing use of its 48 fiber lines. The City may not sell, transfer, or otherwise dispose of the Fiber Infrastructure or the property rights of the land within which it is located, to the extent such property is currently owned by the City, without prior authorization by C-TRAN. Any such transfer will only be permitted if the transfer includes covenants that protect the interest of C-TRAN. The ownership and obligations of the City shall not include the connections from the Fiber Infrastructure to C-TRAN stations, buildings or other property ("Fiber Connections"), which shall be considered the exclusive property of C-TRAN.

1) City Use.

Of the newly installed fiber optic cable lines, 96 shall be dedicated to the uses of the City and its permittees. Permittees are parties to which the City has permitted use of the fiber lines whether through the Vancouver Area Smart Trek Agreement or otherwise. The City retains discretion to determine the allocation and use of such lines; provided however, that such uses may not be in contravention to the obligations of this Agreement and may not infringe upon C-TRAN's use and continuing control of its 48 fiber lines.

2) Modifications to Fiber Infrastructure.

During the federal useful life of the property, the City shall not undertake any new construction, alteration, or changes to the Fiber Infrastructure, excluding ordinary maintenance and repair, without the prior written consent of C-TRAN, which consent shall not be unreasonably withheld. In accordance with federal grant requirements, during the useful life of the property, the City shall be responsible for compensating C-TRAN for any reimbursements to FTA resulting from modifications to the federal interest made by the City; provided, however, that for any project that mutually benefits C-TRAN and the City such reimbursement shall be split accordingly. The useful life of the Fiber Replacement is 20 years from completion.

3) Abandonment.

If the City intends to permanently abandon all or part of that portion of the Fiber Infrastructure modified by the Fiber Replacement pursuant to this Agreement, it must notify C-TRAN in writing at least 180 days of its intended abandonment. All ownership, rights and control of the abandoned fiber shall revert to C-TRAN as of the effective date of abandonment. Prior to abandonment, the City shall ensure that C-TRAN is provided ongoing continued use of the Fiber Infrastructure and access to all necessary connections so as not to affect C-TRAN operations and to allow C-TRAN staff to maintain C-TRAN's Fiber connection in the corridor.

The City's failure to initiate repairs to maintain C-TRAN's Fiber in working order for more than thirty days after the City receives notice that a portion of the fiber is not in working order may, at C-TRAN's discretion, be deemed an abandonment of C-TRAN's Fiber. All ownership, rights and control of the abandoned fiber shall revert to C-TRAN as of the effective date of abandonment. Such abandonment shall result in any property rights necessary for C-TRAN to repair and maintain C-TRAN's Fiber and related Fiber Infrastructure.

E. Maintenance and Repairs.

The City agrees to repair, maintain and otherwise preserve the Fiber Infrastructure in accordance with applicable industry standards. The City shall maintain the fiber optic network in good and operable condition and shall maintain and repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts. The City shall employ qualified City personnel or third party contractors to ensure the continued operation of the Fiber Infrastructure. In the event of a failure or malfunction of the Fiber Infrastructure that interferes with C-TRAN's telecommunications system, the City shall commence repair or maintenance activities in accordance with this section. The City shall diligently continue to undertake all repair or maintenance activities until completed.

1) Non-Emergency Maintenance and Repairs.

The City shall provide C-TRAN no less than three business days' notice for any standard repairs that may affect the telecommunications of C-TRAN. Notices shall be sent to the C-TRAN Director of Technology or the Director's designee. In the event the City's planned activity is canceled or delayed for any reason as previously notified, the City shall notify C-TRAN as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity. The City shall make reasonable efforts to conduct repairs during off peak hours so as to not materially affect the ridership of C-TRAN.

2) Emergency Repairs.

In the event C-TRAN identifies a circumstance which requires restoration of service, C-TRAN shall provide City personnel with the address or location of the facility with the problem, the identification number of the fibers or fiber circuits in question, and the name and telephone numbers of C-TRAN's personnel to contact for site access and status updates.

Upon notification of interruption of fiber optic network service, the City shall pursue commercially reasonable efforts to repair the service. If the City's technician cannot repair the service

interruption by telephone, the City shall mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within 24 hours after receipt of such notice. The City shall then work continuously until service has been restored. For purposes of this Section, “commercially reasonable efforts” means activities and performances consistent with prudent utility practice, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of the City. In the event of emergency maintenance or repairs for which C-TRAN did not notify the City, the City shall use its best efforts to provide prior written notice to C-TRAN.

If the City is unable to conduct necessary repairs within three calendar days, C-TRAN may at its discretion, upon notice to the City, conduct such repairs.

3) Allocation of Costs.

Excluding minor maintenance costs, C-TRAN shall compensate the City for any necessary maintenance or repairs based on its pro rata share of the use of the Fiber Infrastructure (calculated at 33.3%) provided, however, that C-TRAN shall not be responsible for any expenses resulting from intentional or negligent damage act by the City or its agents or for the repair or maintenance of any connections owned and used solely by the City or another entity. Minor maintenance costs include periodic inspection, cleaning and servicing of the Fiber Infrastructure by City staff at such times and in such manner as to ensure proper operation of panels, connectors, hardware, and other miscellaneous items. In the event of emergency repairs undertaken by C-TRAN, the City shall be responsible for reimbursing C-TRAN for all but C-TRAN’s pro rata share.

In the event C-TRAN’s maintenance or repair of its adjacent Fiber Connections causes the City to incur maintenance or repair costs, C-TRAN shall reimburse the City for all reasonable and actual costs incurred. Excluding the service calls described in subsection (d), C-TRAN shall also be responsible for reimbursing the City all expenses incurred for any calls to the City for maintenance issues related to the fiber that the City later confirms as resulting from a C-TRAN controlled device or connection.

Each party agrees to pay the other within 30 days of invoice. Invoices to C-TRAN shall be directed to the Director of Technology or the Director’s designee. Invoices not paid within 30 days shall accrue interest to the extent required by law.

4) C-TRAN Maintenance.

Except as otherwise specified above, upon transfer of ownership to the City, C-TRAN staff will not be permitted to independently access nor conduct any maintenance or repairs to City-owned property. In the event that C-TRAN needs to investigate connectivity or other issues, it shall contact the City to arrange escorted service to view the fiber lines or other City property. C-TRAN shall maintain all C-TRAN Connections and shall be responsible for any utility costs related thereto.

5) Hazards.

It will be the responsibility of the City and C-TRAN to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.

F. General Terms and Conditions.

1) Term.

This Agreement shall be effective on the date first written above and shall terminate as of C-TRAN's written notification to the City that C-TRAN no longer requires use of the fiber, or as otherwise provided in this Agreement. Upon termination of this Agreement, the parties shall make their best efforts to resolve any issues arising from termination.

2) Modification.

No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

3) Nondiscrimination

Subrecipient agrees to, and assures that each subrecipient or contractor will, prohibit discrimination based on race, color, or national origin, and comply with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 2. There shall be a covenant running with the land assuring nondiscrimination until C-TRAN terminates use of the C-TRAN Fiber.

4) Independent Contractor

C-TRAN and the City are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between either party or between any of their employees. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

5) No Third-Party Beneficiary.

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to any third parties.

6) Assignment.

Neither party shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other party.

7) Termination of Agreement.

The City and C-TRAN, by mutual written agreement, may terminate this Agreement at any time. C-TRAN may also terminate this agreement upon written notification to the City that it no longer requires use of the fiber.

Either the City or C-TRAN may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within thirty days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

In the event that termination occurs during the FTA useful life of the Fiber Replacement, and such termination affects the federal interest, the parties may be required to compensate FTA. Each parties share shall be determined in accordance with their current percentage of the Fiber Infrastructure; provided, however that C-TRAN shall be solely responsible for any costs associated with the Fiber Connections.

8) Indemnification.

C-TRAN 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 C-TRAN 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 C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.

The City agrees to indemnify, defend, save, and hold harmless C-TRAN, 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 City 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 City, C-TRAN retains the right to participate in said suit if any principle of public law is involved. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the 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 sole negligence of C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24 .11 5.

9) Force Majeure.

In the event either party is rendered unable to perform its obligations under this Agreement due to causes beyond its control, such as: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, or action of any other government entity claiming jurisdiction over such party (including delay or inaction in issuing necessary construction permits, use permits, or similar authorizations), or of any instrumentality thereof of any civil or military authority; national emergencies; unavailability of materials or right-of-way; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties (each a, "Force Majeure Event"), then during the pendency of such Force Majeure Event, but for no longer period, the obligations of such party will be suspended (or reduced, as applicable), to the extent the Force Majeure Event makes such performance impossible. Provided that in the event of a Force Majeure Event, the party whose performance is prevented, delayed or impaired shall provide notice to the other party within ten days of the occurrence of such event and shall thereafter use commercially reasonable efforts to complete or correct the affected performance without undue delay.

10) Dispute Resolution Process

In the event of any dispute concerning this Agreement, the project managers shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, it shall be escalated to executive leadership and, if necessary, ultimately to the C-TRAN Chief Executive Officer and the City Manager who shall engage in good faith negotiations to resolve the dispute. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the CEO and the City Manager may be submitted to mediation. If still not resolved, the parties may seek any judicial remedies available in law and equity.

The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

11) Notice.

Unless otherwise provided above, any notices to be given under this Agreement shall, if in writing, be delivered, postage prepaid and addressed to:

To the City:

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

To C-TRAN:

C-TRAN
Deputy Chief of Staff
10600 NE 51st Circle
Vancouver, WA 98682

12) Remedies.

The remedies provided under this Agreement shall not be exclusive. The parties also shall be entitled to any other equitable and legal remedies that are available.

13) Entire Agreement.

This Agreement constitutes the entire agreement between the City and C-TRAN with respect to the subject matter herein and supersedes all prior or contemporaneous written or oral discussions or agreements between the parties. No additional terms or modifications proposed by either party shall be binding on the other party unless expressly agreed to in writing and signed by both parties.

14) Interpretation of Agreement.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

o. Severability/Survivability.

If any provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement nevertheless shall remain in full force and effect. All provisions concerning Indemnification, Applicable Law, and Dispute Resolution, and any other provisions that by their nature should survive, shall survive the termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

DATED this _____ day of _____, 2021.

C-TRAN

City of Vancouver

Shawn M. Donaghy
Chief Executive Officer

Eric Holmes
City Manager

Natasha Ramras
City Clerk

Approved as to form:

[name]
C-TRAN Legal Counsel

Jonathan Young
City Attorney



Staff Report 020-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Stations

Key Points

- C-TRAN is planning a new Bus Rapid Transit (BRT) project along the Mill Plain Blvd. corridor.
- The BRT project includes the placement of 37 stations along the corridor where riders will access the BRT line. These stations will be located in the City street right-of-way.
- C-TRAN will acquire additional right-of-way as needed to fully encompass the stations and will transfer that right-of-way to the City.
- C-TRAN will maintain the BRT stations in their entirety.

Strategic Plan Alignment

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

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

Present Situation

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

The BRT system includes 37 stations where riders can gain access to the BRT line. The stations include weather protection, seating, pay stations, and real-time information that informs riders as to when they can expect the arrival of the next BRT vehicle. The stations will be located entirely within existing and/or new City street right-of-way.

Advantage(s)

1. Enables C-TRAN to locate their BRT Stations within the City street right-of-way, which is conducive to the functionality of the BRT system.
2. Minimizes significant real estate costs associated with having to acquire property outside of the right-of-way for station placement.

Disadvantage(s)

There are no known disadvantages.

Budget Impact

Pursuant to the Intergovernmental Agreement, C-TRAN will pay for any additional right-of-way need to fully encompass the BRT Stations. In addition, they will pay to construct the stations and will provide long term maintenance of the right-of-way associated with the stations. The City will continue to maintain right-of-way not associated with the stations under current budgetary parameters.

Prior Council Review

This item was reviewed by City Council during a work session held on January 25, 2021.

Action Requested

Authorize the City Manager to execute the Intergovernmental Agreement with C-TRAN for the Mill Plain BRT Stations.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▢ BRT Stations IGA

Federal Subrecipient Agreement Summary Information

Subrecipient	
Unique Identifier:	
Federal Award Identification Number	
Federal Award Date to C-TRAN:	
Federal Award Amount To Subrecipient Under This Agreement:	
Federal Amount Obligated to Subrecipient for Project:	
Total Federal Award from C-TRAN to Subrecipient:	
Awarding Agency	Federal Transit Administration
Pass Through Agency	C-TRAN
C-TRAN Contact	
CFDA Name and Number:	
Research and Development Grant	Not Applicable
Indirect Cost Rate	Not Applicable

**INTERLOCAL AGREEMENT
BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR PROPERTY ACQUISITION, OWNERSHIP, PERMITTING AND OPERATION OF
BUS RAPID TRANSIT STATIONS AND RELATED FACILITIES
FOR THE MILL PLAIN BUS RAPID TRANSIT CORRIDOR**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2021, by and between the Clark County Public Transportation Benefit Area ("C-TRAN") a municipal corporation, formed under authority of Chapter 36.57A RCW and the City of Vancouver ("City"), being a municipal corporation of the State of Washington and public agencies pursuant to Section 39.34.020 of the Revised Code of Washington ("RCW") (collectively, "the Parties"), to set forth a common agreement concerning the Mill Plain Bus Rapid Transit Project ("the Project") stations.

RECITALS

WHEREAS, in 2021, C-TRAN will execute a Federal Transit administration (FTA) Small Starts Grant for full funding and implementation of the Project; and

WHEREAS, pursuant to the federal definition of a Small Starts Bus Rapid Transit (BRT) project, C-TRAN must install BRT Stations ("Stations") as part of the Project, and

WHEREAS, C-TRAN and the City have collaborated on Station requirements, permitting, and expectations for Station operations as part the Project; and

WHEREAS, the Parties mutually agree to carry out the development and operation of the Stations, subject to specific tasks, responsibilities, designs, and long-term objectives for the Project contained in this Agreement; and

NOW, THEREFORE, pursuant to Ch. 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the parties agree as follows:

ARTICLE I – RECITALS ADOPTED

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

ARTICLE II – DEFINITIONS

Agreement means this document and all Exhibits attached and subsequent amendments hereto.

Continuing Control means the conditions of the FTA Small Starts Grant that require the legal assurance that project property will remain available to be used for its originally authorized purpose throughout it's useful life or until disposition as such terms are defined in FTA Circular 5010.1E, as amended or updated, and in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and that the Stations be used specifically for Station purposes on the Mill Plain BRT Corridor and

maintained in a state of good repair.

Mill Plain BRT Corridor ("the Corridor") means the surface street route along Evergreen Boulevard between Washington Street and Fort Vancouver Way; along Fort Vancouver Way between Evergreen Boulevard and Mill Plain Boulevard; and along Mill Plain Boulevard to the terminus of the BRT line at 184th and SE 6th Way.

Project means the Mill Plain Bus Rapid Transit Project, a street construction, traffic signal modification, Station construction, and accessory structure construction project estimated to begin in 2021 with completion expected by late Fall 2022.

Stations means the BRT stations constructed for the Project as provided in Exhibit 1. For the purposes of this Agreement, Stations excludes the Turtle Place station and the Mill Plain Transit Center station.

ARTICLE III – PURPOSE

The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long term objectives of the Stations to:

- Help reduce transit travel time and increase on-time trip performance along the Corridor;
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic;
- Produce a system of Stations at selected and defined locations along Evergreen Blvd, Fort Vancouver Way, and Mill Plain Blvd;
- Purchase property rights of way ("ROW") for such Stations; and
- Obtain City permits for such Stations in order to operate such Stations in perpetuity.

ARTICLE IV - TERMS

A. RESPONSIBILITIES OF C-TRAN

1. Acquisition: Pursuant to State of Washington and federal acquisition regulations, C-TRAN will acquire permanent ROW along the Corridor for the purpose of constructing, operating, and maintaining Stations. C-TRAN shall acquire properties for the Project compliant with: 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, as amended; 42 USC Chapter 61: Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; and FTA Circular C 5010.1E, Award Management Requirements. C-TRAN will acquire all ROW in the City's name.
2. Documentation: C-TRAN shall be responsible for maintaining the acquisition diaries and closing documents, including deed recordings, for all ROW purchases. C-TRAN will use the City's recording documents for all such transactions.
3. Temporary Easements: C-TRAN shall also acquire and retain ownership of temporary construction easements for the duration of the construction. Upon completion of the construction, C-TRAN will file

a release of the temporary easement.

4. Station Maintenance: C-TRAN shall be responsible for maintenance at each Station location, including the sidewalk if it is part of the Station platform.

B. RESPONSIBILITIES OF THE CITY

1. Right of Way Use and Occupation Permit: The acquisition of ROW in the City's name is expressly conditioned upon the City granting C-TRAN a Type D Long Term Right of Way Use and Occupation Permit pursuant to Vancouver Municipal Code 11.60.060.B.4. Pursuant to the terms of this Agreement and by issuance of the permit, it is understood the Type D Right of Way permit will remain in perpetuity unless mutually terminated by both parties. Such grant of permit is expressly understood to be required to satisfy FTA Continuing Control requirements and the permit shall contain such provisions as the FTA shall mandate to satisfy this requirement.
2. Compliance with Federal Requirements: The City acknowledges that ROW is being purchased with federal grant funds. Transfer of ownership of any ROW shall be in accordance with any FTA requirements. The City acknowledges that it is a subrecipient of federal financial assistance and subject to all applicable terms and conditions of the funding agreement between C-TRAN and FTA.
3. Maintenance: The City shall be responsible for the maintenance of the City ROW outside of the physical boundaries of the Stations, the maintenance of public sidewalks adjacent to the Stations, and for keeping the City ROW free and clear of encroachments.

C. FINANCIAL PROVISIONS

As set forth above, C-TRAN agrees to acquire the ROW necessary for the Stations at C-TRAN expense using Project funds. The City has no financial obligation for the ROW acquisition.

Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to Federal and Washington State funding and right-of-way acquisition requirements and continued availability of funding identified for this Project. As a subrecipient of federally acquired property, the City agrees to comply with all requirements of the Federal Transit Administration and the terms and conditions included as Appendix A to this Agreement.

D. PROJECT ADMINISTRATION

C-TRAN has designated Project Manager Randy Parker for the Project. The City has appointed Streets and Transportation Manager Ryan Lopossa of the Department of Public Works as the liaison for the City for these ROW transactions. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement. Changes to Project Manager/liaison designation(s) shall be communicated between both parties no later than two weeks prior to the change occurring.

E. INDEMNIFICATION

1. C-TRAN Obligations. C-TRAN 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 C-TRAN pursuant to this Agreement.

- a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. City Obligations. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, 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 City pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the 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 sole negligence of C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

F. NON -DISCRIMINATION

The Parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

G. AGREEMENT MODIFICATIONS

It is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

H. NOTICES

Until such time as the respective party notifies the other in writing otherwise, all notices required to be given under the terms of this Agreement, unless otherwise specified shall be given in writing, addressed as follows:

To C-TRAN:

Chief Executive Officer
C-TRAN
10600 NE 51st Circle
Vancouver, WA 98682

To the City:

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

K. DURATION AND TERMINATION

This Agreement shall continue in perpetuity unless terminated in accordance with the following provisions:

1. Termination for Convenience. C-TRAN may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the City. The City shall be paid for all costs incurred prior to notice of termination. The parties may negotiate payment for costs incurred during suspension.
2. Termination for Default. In the event the City is, or has been, in violation of the terms of this Agreement, C-TRAN reserves the right, upon written notice to the City, to cancel, terminate, or suspend this Agreement in whole or in part. Termination shall be effected by serving a notice of termination on the City setting forth the manner in which the City is in default. The City will only be paid for services performed in accordance with the manner of performance set forth in the Agreement.

Any failure to make progress which significantly endangers performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. If it is later determined by C-TRAN that the City had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the City, C-TRAN, after setting up a new delivery of performance schedule, may allow the City to continue work or treat the termination as a termination for convenience.

L. DISPUTE RESOLUTION PROCESS

1. Agency Resolution. In the event of any dispute concerning this Agreement, the Project Managers/liaisons shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of or related to this Agreement. In the event the Project Managers/liaisons are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Planning and Development shall confer and exercise good faith to resolve the dispute. In the event the Public Works Director, and C-TRAN's Director of Planning and Development are unable to resolve the dispute, C-TRAN's Chief Executive Officer and the City Manager shall engage in good faith negotiations to resolve the dispute.
2. Mediation. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the C-TRAN Chief Executive Officer and the City Manager may be submitted to mediation.

3. Other Remedies. If still not resolved, the parties may seek any judicial remedies available in law and equity. The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

M. INDEPENDENT CONTRACTOR

C-TRAN and the City are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between either party or between any of their employees. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

N. NO THIRD-PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

O. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

P. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article III. Its duration and termination are as specified in Article IV, Section K (Duration and Termination). Financial provisions are as described in Article IV, Section C. Transfer of property acquired pursuant to this Agreement is as described in Article IV A and B.

Q. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

R. DOCUMENT EXECUTION AND FILING

Each party shall cause a copy of this Agreement to be posted on their website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the website, each such duplicate original shall constitute an agreement binding upon all parties.

S. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

T. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

DATED this _____ day of _____, 2021.

C-TRAN

City of Vancouver

Shawn M. Donaghy
Executive Director/CEO

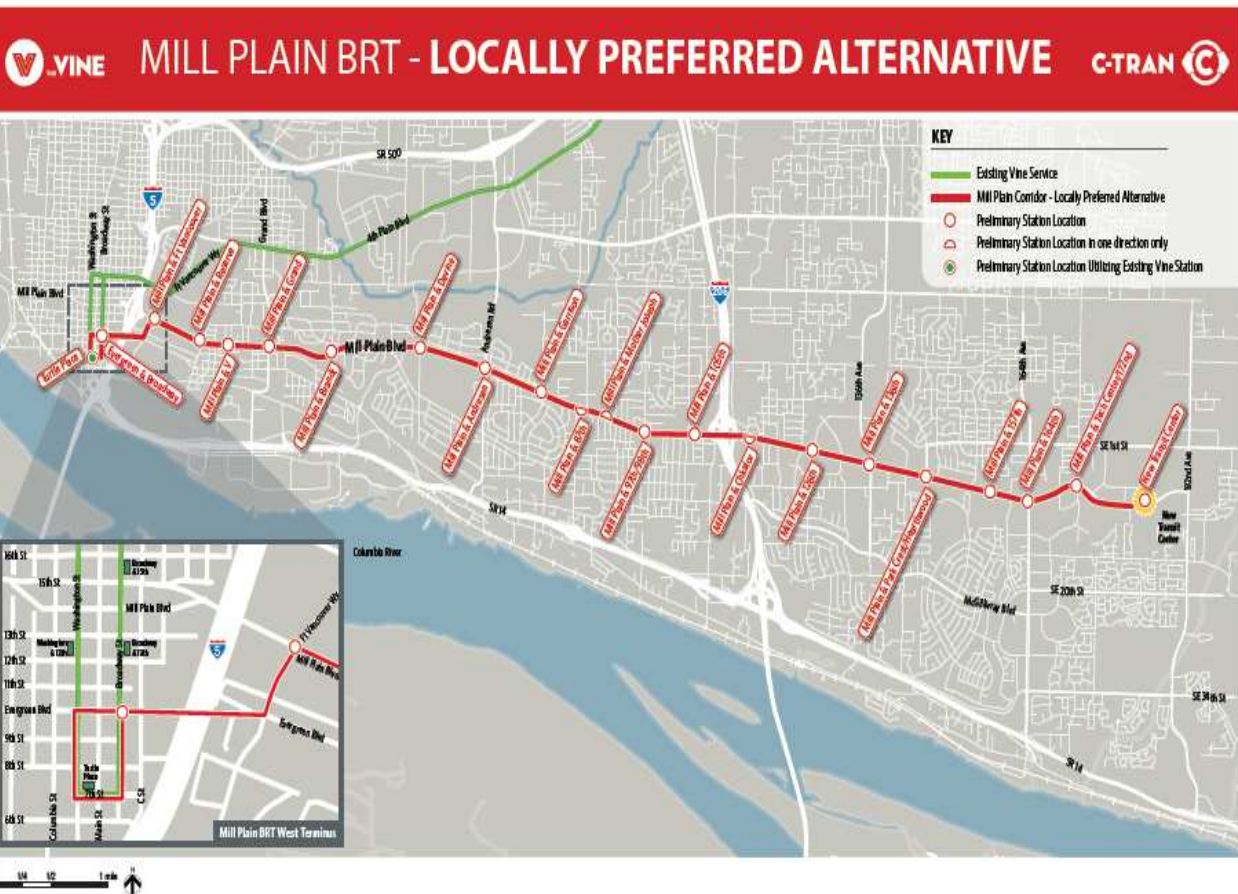
Eric Holmes
City Manager

Natasha Ramras
City Clerk

Approved as to form:

[name]
C-TRAN Legal Counsel

Jonathan Young
City Attorney



December 2019



Staff Report 021-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Interlocal Agreement with C-TRAN regarding Mill Plain Bus Rapid Transit Signal Priority

Key Points

- C-TRAN is planning a new Bus Rapid Transit (BRT) project along the Mill Plain Blvd. corridor
- The City owns and maintains all of the traffic signals along the corridor, many of which are currently equipped with Transit Signal Priority (TSP) integration
- TSP gives signal priority to a transit vehicle during periods of heavy traffic volume.
- C-TRAN will install additional TSP integration into signals along the corridor that currently lack this feature.

Strategic Plan Alignment

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

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

Present Situation

C-TRAN is currently advancing a project to construct a new BRT line along Mill Plain Blvd that will provide service between downtown Vancouver (Turtle Place) and a new transit center to be located near SE 184th Avenue and Mill Plain Blvd within the Columbia Tech Center complex.

Transit Signal Priority (TSP) is a feature that allows a transit vehicle to have signal priority during periods of heavy traffic volume. This enables the transit vehicle to stay on schedule, even during peak hour volumes. Many of the existing signals along the BRT corridor are equipped with TSP integration.

Pursuant to the Intergovernmental Agreement, C-TRAN will add TSP integration to 13 additional traffic signals along the BRT corridor. C-TRAN will pay for the TSP equipment and the cost to integrate the equipment into the City's traffic signal system. C-TRAN will also reimburse the City for ongoing maintenance of the TSP system. the TSP hardware will become the property of C-TRAN whereas the remainder of the traffic signal system will remain the property of the City.

Advantage(s)

1. TSP integration enables the transit vehicles to remain on schedule, which is a noted metric of rider satisfaction.
2. TSP can be integrated into the existing traffic signal systems with little or no impacts to the system.
3. TSP provides reporting opportunities to measure efficiencies of the BRT system and overall traffic flow.

Disadvantage(s)

There are no known disadvantages.

Budget Impact

Pursuant to the Intergovernmental Agreement, C-TRAN will pay for the TSP materials, their integration into the City's traffic signal system and will reimburse the City for ongoing maintenance/replacement of the TSP hardware.

Prior Council Review

This item was reviewed by City Council during a work session held on January 25, 2021.

Action Requested

Authorize the City Manager to execute the Intergovernmental Agreement with C-TRAN for the Mill Plain BRT TSP system.

Ryan Lopossa, Streets and Transportation Manager, 360-487-7706

ATTACHMENTS:

- Transit Signal Priority IGA

**INTERLOCAL AGREEMENT
BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR COORDINATION, CONSTRUCTION, IMPLEMENTATION, AND ONGOING
OPERATIONS OF THE TRANSIT SIGNAL PRIORITY
FOR THE MILL PLAIN BUS RAPID TRANSIT CORRIDOR (“AGREEMENT”)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2021, by and between the Clark County Public Transportation Benefit Area (“C-TRAN”) a municipal corporation, formed under authority of Chapter 36.57A RCW and the City of Vancouver (“City”), being a municipal corporation of the State of Washington and public agencies pursuant to Section 39.34.020 of the Revised Code of Washington (“RCW”) (collectively, “the Parties”), hereinafter sets forth a common agreement concerning the Mill Plain Bus Rapid Transit Project (“the Project”) Transit Signal Priority (“TSP”).

RECITALS

WHEREAS, in 2021, C-TRAN expects to execute a Federal Transit Administration (FTA) Small Starts Grant for full funding and implementation of the Project; and

WHEREAS, C-TRAN plans to install TSP as part of the Project, as required by FTA under the federal definition of a Small Starts Bus Rapid Transit project; and

WHEREAS, C-TRAN and the City have collaborated on the TSP design and expectations for its operations as part of the Project; and

WHEREAS, the Parties mutually agree to carry out the TSP for the Project, subject to specific tasks, responsibilities, and long term objectives contained in this Agreement;

NOW, THEREFORE, pursuant to RCW 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof, the parties agree as follows:

ARTICLE I - RECITALS ADOPTED

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

ARTICLE II - DEFINITIONS

Agreement means this document and all Exhibits attached and subsequent amendments hereto.

Continuing Control means the conditions of the FTA Small Starts Grant that require the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition as such terms are defined in FTA Circular 5010.1E, as amended or updated, and in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and that the TSP equipment be used

specifically for TSP purposes on the Mill Plain BRT Corridor and maintained in a state of good repair.

Installation Completion Date means the date identified in the construction schedule for the final acceptance of the TSP elements of the Project.

Mill Plain BRT Corridor (“the Corridor”) means the surface street route along Broadway between E 7th Ave and Evergreen Boulevard; Evergreen Boulevard between Broadway and Fort Vancouver Way; Fort Vancouver Way between Evergreen Boulevard and Mill Plain; along Mill Plain Boulevard between Fort Vancouver Way and SE 184th Avenue; and along SE 184th Avenue between Mill Plain and the terminus of the BRT line at Mill Plain Transit Center.

Project means the Mill Plain Bus Rapid Transit Project, a street construction, traffic signal modification, and accessory structure construction project expected to begin in 2021 with completion expected in 2023.

Signal Priority Equipment means the technology required to generate requests for transit priority on routes and at certain intersections and monitor and manage local TSP requests at individual intersections.

Transit Signal Priority (“TSP”) means giving special treatment to transit vehicles at signalized intersections, through the use of sensors, to detect approaching transit vehicles and alter signal timings to improve transit performance.

ARTICLE III – PURPOSE

The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long term objectives of the TSP to:

- Help reduce transit travel time and increase on-time trip performance along the Corridor between downtown Vancouver and Mill Plain Transit Center.
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the Corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
- Produce a system of TSP traffic controls at selected signalized intersections along Washington Street between Evergreen Boulevard and 7th Street, Evergreen Boulevard between Washington Street and Fort Vancouver Way, Fort Vancouver Way between Evergreen Boulevard and Mill Plain; along Mill Plain Boulevard between Fort Vancouver Way and SE 184th Avenue; and along SE 184th Avenue between Mill Plain and the terminus of the BRT line at Mill Plain Transit Center.
- Purchase and install signal controller upgrades, communications equipment, and other Signal Priority Equipment consistent with the City’s traffic standards and requirements.
- Ensure that installation of TSP does not interfere with the City’s ability to provide signal preemption for emergency vehicles.
- Establish a long-term commitment for use, maintenance, and future equipment

- replacement and upgrades of TSP and signal preemption technology with the City.
- Provide for future upgrades, replacements, improvements, modifications, maintenance, and enhancements to Signal Priority Equipment along the Corridor.
- Develop technical guidance for TSP operations and protocols detailing the roles and responsibilities for C-TRAN and the City to operate and maintain the TSP.

ARTICLE IV - TERMS

A. RESPONSIBILITY OF BOTH C-TRAN AND THE CITY

1. **Signal Priority Equipment List.** C-TRAN and the City, through the Project Managers for each agency identified in Section E of this Agreement, shall develop a list of Signal Priority Equipment and spare parts as required to implement the TSP.
2. **Performance Review.** C-TRAN and the City agree to review the performance of the TSP, along with traffic pattern changes over time, at least once annually to determine if adjustments to TSP operations are warranted. C-TRAN and the City agree that the Washington State Department of Transportation (WSDOT) will be notified by the City of these reviews when WSDOT-owned traffic signals are involved.
3. **Future Intersection Work:** C-TRAN or the City may identify future intersections for application of Signal Priority Equipment or may propose major modifications to existing intersections in the Corridor. In either case, the City agrees to coordinate with C-TRAN, consistent with the objectives of this Agreement, to plan for TSP improvements for new intersection work. C-TRAN acknowledges that the City may require a financial commitment by C-TRAN for TSP related improvements for new intersections. Any future work shall be mutually agreed upon by both parties. If the parties are unable to reach a mutual agreement, disputes may be resolved pursuant to the dispute resolution provisions of this Agreement.

B. RESPONSIBILITY OF C-TRAN TO THE CITY

1. **Equipment Provided.** C-TRAN shall purchase the mutually agreed upon Signal Priority Equipment and spare parts. C-TRAN shall retain ownership of the Signal Priority Equipment. The City shall use these spare parts only for TSP operations and maintenance along the Corridor. Signal Priority Equipment provided as part of the Project will have a minimum one year manufacturer and or vendor warranty.
2. **Initial Installation.** C-TRAN agrees to install the TSP equipment as specified by the Project plans and special provisions. C-TRAN shall be responsible for the capital costs of purchasing, installing, and testing this equipment.
3. **TSP Maintenance and Operation Payment Obligation of C-TRAN.** C-TRAN will incur 100% of TSP operations and maintenance costs, including 100% of the cost of replacement equipment. The City will continue to bill such costs through ongoing purchase or work orders

as specified in Article IV, Section D.

4. TSP Data. C-TRAN will provide the City with TSP-related data collected from transit equipment, and TSP-related field data, within 30 days of City request for such data.
5. Recordkeeping. C-TRAN shall be responsible for the fiscal record keeping for the Project's TSP components. The fiscal record keeping shall consist of procuring the necessary equipment, identified in the Mill Plain BRT Project plans and special provisions.

C. RESPONSIBILITY OF THE CITY TO C-TRAN

1. TSP State of Good Repair, Assessment and Maintenance. The conditions of the FTA Small Starts Grant require that the Signal Priority Equipment be used specifically for TSP purposes on the Corridor and maintained in a state of good repair. Upon completion of the Project, the City will be responsible for assessing maintenance and operation of the TSP in compliance with FTA requirements and any applicable laws, statutes and rules and the terms of this Agreement. The City may, as part of ongoing TSP maintenance and operations, contract out for this work as part of the ongoing purchase and or work order, upon approval by C-TRAN.
2. TSP Operation Priorities. The City has final authority over all operation and maintenance of intersection signal control and detection equipment provided under the Project. The City agrees to exercise this authority to cooperate in good faith with C-TRAN to support the objectives of TSP identified in this Agreement. Notwithstanding this Agreement, the City reserves the right to change TSP settings, at any time, at any or all intersections. The City will prioritize the requirements and needs of high priority signal operations (*e.g.*, signal preemption for emergency vehicle operations) above the needs and requirements of TSP. Final signal priority settings are the responsibility of the City.
3. TSP Data. The City will provide C-TRAN with available TSP signalized control data within 30 days of C-TRAN request for such data.
4. Reporting. The City will annually report the condition of the TSP equipment to C-TRAN.

D. BILLING PROVISIONS

1. C-TRAN Reimbursement. As set forth in Article IV, Subsection B.4 above, C-TRAN agrees to initiate an ongoing purchase or work order with the City intended to reimburse the City for 100% of the City's labor and equipment costs incurred in operating and maintaining TSP along the Corridor for the first ten years of this Agreement commencing with the Installation Completion Date. If C-TRAN continues to contribute to such costs after this initial term, the same billing provisions set forth herein shall be used. The City agrees to charge C-TRAN only for costs incurred through TSP maintenance and operations,

and not for costs for signal maintenance and operations not associated with TSP.

2. Rates. The rates for labor are set forth in Exhibit 1. If the City's labor rates increase as set forth in Exhibit 1, whether because of City work force increases or use of a subcontractor labor force, C-TRAN's obligation to pay for such labor rates will not exceed the Consumer Price Index for the West Region applied to the original rate in Exhibit 1 unless as mutually negotiated and agreed to by the City Manager and the C-TRAN Chief Executive Officer. If there is no mutual agreement, this provision governs the labor rate and is not subject to the dispute resolution provisions of this Agreement.
3. Non-Routine Work. The City will notify C-TRAN within ten days following the performance of any non-routine maintenance.
4. Invoicing. C-TRAN, in consideration of the work to be done by the City, agrees to pay the City for the actual direct and related indirect cost of all work for which the C-TRAN is responsible, including design, survey, engineering work, mobilization, construction engineering, administration and overhead costs. The City shall invoice C-TRAN, providing with the invoice sufficient documentation and information to justify the costs. C-TRAN agrees to pay the City within 30 calendar days of receipt of an invoice; provided, that if C-TRAN disagrees with all or part of an invoice, C-TRAN shall notify the City of the disagreement within 20 calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. C-TRAN shall pay all parts of an invoice that are not contested within the thirty-day period. C-TRAN shall pay a contested portion of an invoice within 30 calendar days after the parties resolve the disagreement. The dispute resolution process set forth in Article IV, Subsection N. shall be used to resolve any disagreement.

E. PROJECT ADMINISTRATION

C-TRAN has designated Project Manager Randy Parker for the Mill Plain BRT Project. The City has appointed City Traffic Engineer and Engineering Manager Chris Christofferson of the Traffic Division of the Department of Public Works as the Project Manager for the City. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement. Changes to Project Manager designation(s) shall be communicated between both parties no later than two weeks prior to the change occurring.

F. INDEMNIFICATION

1. C-TRAN 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 C-TRAN pursuant to this Agreement.

- a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN 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. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, 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 City pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the 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 sole negligence of C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

G. NON-DISCRIMINATION

The Parties hereto agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following; employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

H. AGREEMENT MODIFICATIONS

It is mutually agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, shall not be binding.

I. NOTICES

Until such time either party notifies the other in writing otherwise, all notices required to be given under the terms of this Agreement, unless otherwise specified herein, or as maybe amended, shall be given in writing, addressed as follows:

Chief Executive Officer
C-TRAN
10600 NE 51st Circle
Vancouver, WA 98682

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

J. DURATION

Continuation of the maintenance and operations component of this Agreement will be for a period of ten years beginning with the Installation Completion Date. The actual date of project completion does not change the obligations under this Agreement, as long as this Agreement is in place.

K. TERMINATION OF AGREEMENT

1. In the event that the City wishes to terminate this Agreement prior to the end of the equipment life cycle, defined as ten years from completion of construction, the City will reimburse C-TRAN, prorated for the period of time elapsed, for the cost of intersection equipment provided to the City. Should a dispute arise concerning the amount of reimbursement, it shall be resolved through the process identified below for dispute resolution.
2. At such time as the ten year life cycle of the equipment has been reached, notwithstanding any other provision of this Agreement, any party may terminate their interest, for the party's sole convenience, in this Agreement by providing written notice of such termination, specifying the effective date thereof, at least 60 days prior to such date. At the time of notification by either party, the time period for termination shall commence as long as the termination request is mutually agreed. If the request for termination is not mutually agreed, both parties hereby agree to follow the dispute resolution process stated below, excluding any requirement to seek judicial remedies,

prior to exercise of their right of unilateral termination. This process is provided to assure the opportunity to continue with the original Project objectives provided for in this Agreement to the extent practical.

3. Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to the adherence to Federal and Washington State funding requirements and continued availability of funding identified for this Project. In the event there is a change in funding status, C-TRAN will promptly provide notice to the City and may in its sole discretion terminate this Agreement for convenience if funding is not available.
4. Both parties agree that all costs incurred up to the time of notification of termination of this Agreement, if any, less prior interim payments, shall be paid in full.

L. DISPUTE RESOLUTION PROCESS

In the event of any dispute concerning this Agreement, the Project Managers shall confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Planning and Development shall confer and exercise good faith to resolve the dispute.

In the event the Public Works Director, and C-TRAN's Director of Planning and Development are unable to resolve the dispute, C-TRAN's Chief Executive Officer and the City Manager shall engage in good faith negotiations to resolve the dispute.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by C-TRAN's Chief Executive Officer and the City Manager may be submitted to mediation. If still not resolved, the parties may seek any judicial remedies available in law and equity.

The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

M. INDEPENDENT CONTRACTOR

C-TRAN is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between C-TRAN and City or between any of C-TRAN's or City's employees. C-TRAN shall retain all authority for provision

of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

N. NO THIRD PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

O. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

P. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article II. Its duration is as specified in Article IV, Section J (Duration). Its method of termination is set forth in Article IV, Section K (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article IV, Section D (Billing Provisions). Disposal of property acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement is set forth in Article IV, Section K.1 (Termination of Agreement).

Q. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

R. DOCUMENT EXECUTION AND FILING

This document may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Upon execution, each party shall cause a copy of this Agreement to be posted on their respective website pursuant to RCW 39.34.040.

S. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

T. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below their signatures.

DATED this _____ day of _____, 2021.

C-TRAN

City of Vancouver

Shawn M. Donaghy
Chief Executive Officer

Eric Holmes
City Manager

Natasha Ramras
City Clerk

Approved as to form:

[name]
C-TRAN Legal Counsel

Jonathan Young
City Attorney

EXHIBIT 1. CITY OF VANCOUVER LABOR RATES

Transit Signal Priority Annual Maintenance				
Estimated Labor and Equipment Costs				
Labor Description	Units	Unit Price	Labor Overhead	Totals
Engineer	Hour			
Engineering Tech	Hour			
Traffic Signal Specialist	Hour			
Equipment Description	Units	Unit Price	Equipment Overhead	Totals
Boom Truck	Hour			

OH Rates

Transportation	66.28%
Construction	54.61%
Street and Traffic Maintenance	40.94%

Other expenses will be billed at-cost (no markup).



Staff Report 022-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Adjustment to Evergreen School District Impact Fees - Four Seasons Apartments Phase II

Key Points

- The purpose of the school impact fees (SIF) is to ensure that adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth.
- In order for the City to collect SIF on behalf of a school district, said school district's capital facilities plan (CFP) shall be adopted as a portion of the City of Vancouver's Comprehensive Plan in accordance with the provisions of this section.
- The multi-family fee amount in the recently adopted Evergreen Public Schools CFP 2019-2025 decreased from \$7,641 to \$3,753.
- The proponent of the Four Seasons Apartment Phase II development has requested that their school impact fees, which were assessed when the impact fees were higher in 2019, be adjusted by City Council to be consistent with the revised impact fees that were proposed by Evergreen School District and adopted by City Council. VMC 20.915.070.C allows the development review authority (in this case City Council) the ability to reduce or eliminate the impact fee upon application from the developer.

Strategic Plan Alignment

Goal 10, Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

Present Situation

The City's impact fee program requires school districts to prepare and adopt CFPs meeting the specifications of the Growth Management Act (GMA) and City ordinances. Impact fees are calculated in accordance with the local jurisdiction's formula, which is based on projected school facility costs necessitated by new growth contained in the District's CFP. The formula allocates a

portion of the cost for new facilities to the single family and multi-family house that create the demand (or need) based on a student factor, or the average number of students who live in new single family and multi-family homes. The formula also provides a credit for state match and Bond Proceeds (or property taxes).

In December 2019 the City Council adopted the Evergreen Public Schools Capital Facilities Plan 2019-2025 as part of the annual Comprehensive Plan and zoning map corrections, and text changes. The current SIF is listed on page 14 in the attached Evergreen School District Capital Facilities Plan and is reflected within VMC Table 20.915.060-1 School District Impact Fees. The SIF for multi-family development decreased by approximately 50% per multi-family unit from \$7,641 to \$3,753 and the SIF for single family developments increased by approximately 5% per single family unit from \$6,100 to \$6,432.

Importantly, while the City Council establishes the school impact fees by ordinance, it merely collects such fees from developers on behalf of the school districts.

The City recently received a request from an approved multi-family project to reduce the impact fee amount that was assessed under the previous Evergreen Public Schools CFP. The project details are shown below:

1. Four Seasons Apartments Phase II - 92 unit development located at 11211 NE 20th St.

Although 92 units comprise the total unit count for the project, the developer submitted their request to reduce the impact fee amount on December 11, 2020, after which time 10 units had already been paid for and the associated building permits issued. It is the City's position that because the building permits for these units have been issued and the impact fees remitted to the school district these units should not be included with this request. Staff recommends approval of the new, lower fee for 82 units only.

There has also been discussion centering around single family units that are part of developments that include both multi-family and single family development. The City has received feedback from the Evergreen School District (the District) in regard to this matter. The District believes that if the City moves forward with the request to reduce the SIF associated with this and other future developments that the adjustment should be applied to all the units of a project not just reduced multi-family fee. The Four Seasons Apartments Phase II project includes only multi-family units.

Per VMC 20.915.020.C, the impact fee for new multi-family development is calculated at the time of site plan approval and due and payable at time of building permit issuance. The project noted above received site plan approval on March 12, 2019, prior to the current Evergreen Public Schools CFP being adopted. The development subsequently applied for building permits in 2020. As a result, the project would be required to pay the older Evergreen SIF of \$7,641/unit that was in place at the time of site plan approval.

VMC 20.915.070.C further allows the development approval authority setting the impact fee, upon application by the developer, to reduce or eliminate such fee if it is shown that the formulae contained in Sections VMC 20.915.060 School Impact Fees does not accurately reflect traffic, park, or school impacts, respectively. The City Council is the authority that sets the impact fees.

The proponent of the development is requesting that City Council reduce their SIF to the 2020 impact fee amount reflected in the current Evergreen Public Schools CFP because it is their

position that the 2020 impact fee amount most accurately reflects that cost of the public school facility impacts.

In addition to the feedback noted above from the District, it is the District's position that the three requests that have been received to date should not be viewed as merely a request to recalculate impact fees. These requests suggest a change in the City's municipal code regarding the timing of calculating and collecting impact fees. The District would support a policy change to bring impact fee assessment and collection closer together. The City will be pursuing possible code amendments in the coming months. City staff including Parks, Transportation and CED will be discussing this issue during an upcoming Planning Commission workshop on February 23, 2021. Staff will also be engaging affected stakeholders prior to the Planning Commission meeting. The goal is to have this item back before the City Council for discussion in late April/early May.

Advantage(s)

1. Approving the request would result in the collection of impact fees that are in line with the Evergreen School District's updated Capital Facilities Plan.
2. Approving this request would be consistent with the previous Council action taken on December 7, 2020.

Disadvantage(s)

None

Budget Impact

The proposed adjustment would result in a total reduction in school impact fees of \$318,816 for the Four Seasons Apartment Phase II project and the subsequent reimbursement of funds. If necessary, a request to amend the budget will come during the next supplemental budget amendment action.

Prior Council Review

- On December 7, 2020, the City Council approved two similar Evergreen Public School SIF reduction requests for the Acero Parkside project and the Kestrel Apartments project.
- On January 4, 2021 this item was remanded to staff for further development.

Action Requested

Adopt a resolution approving the request to reduce the impact fee to the current 2021 Evergreen Public School impact fee for the Four Seasons Apartment Phase II project.

Jason Nortz, Development Review Manager, 360-487-7844

ATTACHMENTS:

- ▣ Resolution
- ▣ Evergreen Public Schools Capital Facilities Plan 2019-2025
- ▣ Four Seasons Apartments Phase II SIF Request Letter

02/01/21

RESOLUTION NO. M_____

A RESOLUTION approving the reduction of school impact fees (SIF) for the Four Seasons Phase II Apartment Project pursuant to Vancouver Municipal Code Section 20.915.020(C).

WHEREAS, the purpose of school impacts fees (SIF) is to ensure adequate facilities are available to serve new growth and development, and to promote orderly growth and development by requiring that new development pay a proportionate share of the cost of new facilities needed to serve growth; and

WHEREAS, in order for the City to collect SIF on behalf of a school district, said school district's capital facilities plan (CFP) shall be adopted as a portion of the City of Vancouver's Comprehensive Plan; and

WHEREAS, the multi-family fee amount in the recently adopted Evergreen Public Schools CFP decreased from \$7,641 to \$3,753; and

WHEREAS, the proponents of a multi-family development have requested that their school impact fees be based on the more recently calculated and adopted fee; and

WHEREAS, Vancouver Municipal Code (VMC) Section 20.915.070(C) provides for a process whereby an project proponent can petition the development approval authority setting the impact fee, upon application by the developer supported by studies and data, may reduce an impact fee if it is shown that the fee does not accurately reflect the school impact fees; and

WHEREAS, RCW 82.02.060(5) also mandates that the local impact fee ordinance "allow

the county, city, or town imposing the impact fees to adjust the standard impact fee at the time the fee is imposed to consider unusual circumstances in specific cases to ensure that impact fees are imposed fairly; and

WHEREAS, the Four Seasons Apartment Project Phase II, Community and Economic Development project number LUP-71764, a 92-unit residential development, has submitted an application for an impact fee reduction pursuant to VMC 20.915.070(C) citing the more recent Evergreen School District CFP and impact fee calculation as a more accurate reflection of the current impact on school facilities of the project; and

WHEREAS, the Vancouver City Council as the development authority setting school impact fees in the City of Vancouver, agrees that the more current Evergreen School District CFP more accurately reflects the impacts of the Four Seasons Apartments Phase II project; and

WHEREAS, school impact fees based on the old rate for ten units of the Four Seasons project were paid not under protest and have already been remitted to the Evergreen School District; and

WHEREAS, Council intends to apply the newer fee only to the remaining 82 units.

NOW, THEREFORE,

BE IT RESLOVED BY THE CITY COUNCIL OF THE CITY OF VANCOUVER:

Section 1. Finding. The City Council of the City of Vancouver finds that

1. The recitals herein are adopted as findings.
2. The City Council has the current Evergreen School District Capital Facilities Plan in the record in consideration of this application and concludes that the costs and fees included

therein more accurately calculates the impact of the Four Seasons project on the capital needs of the Evergreen School District.

3. The City Council, by this resolution, is granting administrative relief pursuant to VMC 20.915.070(C) and is not changing the impact fees currently set forth in the VMC.
4. Fees for this project not paid under protest have been transmitted to the Evergreen School District.

Section 2. Impact Fee to be Applied.

1. The school impact fee to be applied for the Four Seasons Apartments Project Phase II shall be \$3753 per multifamily residential unit for future building permit issuances or for past issuances if payment was made under protest.
2. Any fees collected in excess of the foregoing and paid under protest shall be refunded to the project proponent.

ADOPTED at a Regular meeting of the Vancouver City Council this ____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Resolution

3



EVERGREEN PUBLIC SCHOOLS CAPITAL FACILITIES PLAN 2019-2025

BOARD OF DIRECTORS

**Julie Bocanegra, Board President
Victoria Bradford, Board Vice President
Rob Perkins, Director
Ginny Gronwoldt, Director
Rachael Rogers, Director**

INTERIM SUPERINTENDENT

Mike Merlino

EXECUTIVE DIRECTOR OF FACILITIES

Susan Steinbrenner

**Adopted by the Evergreen School District Board of Directors
May 14, 2019**

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Appendix A – School Impact Fee Calculations

Appendix B – Population and Enrollment Data

Appendix C – Capital Facilities Inventory

I. EXECUTIVE SUMMARY

The Evergreen Public Schools Capital Facilities Plan (CFP) is a six year plan prepared by district staff as the organization's capital facility planning document, in part, to support the use of school impact fees as provided for under the Washington State Growth Management Act (the "GMA"). School districts adopt capital facilities plans to satisfy the requirements of the GMA and to provide Clark County (the "County") and the Cities of Vancouver and Camas (the "City") with a schedule and financing program for the district's capital improvement needs over the next six years (2019-2025) to ensure that adequate school facilities are available to serve new growth and development.

In accordance with the Growth Management Act and the County and City Impact Fee Ordinances, this CFP contains the following required elements:

- A description of space requirements for educational programs (Section II)
- An inventory of existing capital facilities owned by the District (Section III)
- Future enrollment projections for each grade span (Section IV)
- A forecast of proposed capacities of expanded or new capital facilities over the next six years based on the inventory of existing facilities and the standard of service (Section V)
- A six-year plan for financing capital facilities within projected funding capacities, which identifies sources of public funds for such purposes. The financing plan separates projects and portions of projects which add capacity from those which do not, since the latter are generally not appropriate for impact fee funding (Section VI)
- A calculation of impact fees based on the formula in the County and City impact fee ordinances and supporting data substantiating such fees (Section VII)

In developing this CFP, the District used the following guidelines:

- The District will use information from recognized sources, such as professional demographers and planners, county and city adopted land use plans and county GIS data.
- The District will use data it generates from reasonable methodologies.
- The CFP and methodology to calculate the impact fees will comply with the GMA and county and city codes.
- The six year facility needs are based on an enrollment forecast that takes local development trends into account.
- The District plans to construct permanent/bricks and mortar facilities for its students and will develop a CFP to accomplish that objective. At the same time, the District expects there will be a time period when some of the students that the District serves will be housed in portables. Housing students in portables, temporarily, is necessary to qualify for state funds that are needed to build new schools.

The Evergreen School District is comprised of 54 square miles. It serves a significant portion of the Vancouver Urban Growth Area and smaller areas in the Camas Urban Growth Area and rural Clark County.

The District serves residents from the cities of Vancouver and Camas and from unincorporated Clark County. The District is bordered by Vancouver School District to the west, Camas School District to the east and Battle Ground and Hockinson School Districts to the north. The Columbia River and state line border the district to the south.

The District serves a population of 25,601 students (October 2018 enrollment). For purposes of facility planning, the CFP considers grades K-5 as an elementary, grades 6-8 as a middle school, and grades 9-12 as a high school.

In addition, Cascadia Technical Academy (formerly known as the Clark County Skills Center) is located in and operated by Evergreen Public Schools serving students half days from all Clark County school districts. The district serves home schooled students in grades K-8 through a supplemental program operated by Home Choice Academy and pre-school special needs students at four elementary schools. Alternative programs include 49th Street Academy, serving students with special needs in grades K-12, Transitions Program, serving students aged 18-21, and Legacy High School, an alternative program for students in grades 9-12.

In February 2018, voters approved a bond measure which includes funding for the projects noted below. Construction of the new elementary school and the addition to Heritage High School will increase capacity to serve forecast growth.

- Replacement of five elementary schools (Burton, Ellsworth, Marrion, Image, and Sifton)
- Construction of one new elementary school with capacity for 550 students
- Replacement of Wy'east Middle School
- Replacement of Mountain View High School
- A permanent addition to Heritage High School
- A new District Office
- Replacement of alternative schools, including Legacy, 49th Street Academy, and the Transitions program.

II. DISTRICT EDUCATIONAL PROGRAMS AND STANDARDS OF SERVICE

The District's standard of service is based on program year, class size by grade span, number of classrooms, types of facilities, and the District's adopted educational program. Quality education plays a vital role in growing a strong local economy. To provide quality education, the District must have quality facilities to serve as the supporting space for developing the whole child within a community to prepare them for a competitive world. The educational program standards which typically drive facility space needs include grade configuration, optimum facility size, class size, educational program offerings, classroom utilization and scheduling requirements.

In addition to student population, other factors such as collective bargaining agreements, government mandates, state and federal funding requirements and community expectations affect classroom space requirements. Programs, such as special education, bilingual education, preschool and daycare programs, and other specialized programs, often supplement traditional educational programs. These programs can have a significant impact on the available student capacity of school facilities.

The District's current program and educational standards are summarized below. The program and educational standards may vary during the six year CFP planning horizon. Absent significant changes in factors that are beyond the District's control, the District will provide the following programs and standards of service in 2019 through 2025. If significant changes occur that require new facilities or improvements, beyond what is identified in this CFP, the District will prepare and submit an updated CFP.

A. Elementary Educational Standards

Elementary schools provide education in all core subject areas including reading, writing, math, social studies and science. All students receive instruction in P.E., music, art and have access to media programs. Full day kindergarten is provided at each elementary school. The District educational standards of service, which directly affect elementary school capacity, include:

- Class sizes for grades K-3 are targeted not to exceed 23 students per class.
- Class sizes for grades 4-5 are targeted not to exceed 25 students per class.
- Music instruction and physical education are provided in separate (pull-out) classrooms.
- All elementary schools have a library media resource center which includes additional space for a technology lab.
- Special education is provided for some students in self-contained classrooms are separate from regular teaching stations (pull-out program). Special education classrooms serve 5 to 15 students.

B. Middle and High School Program Standards

Middle schools provide instruction in the core disciplines of english, math, social studies, science, physical education, music and art. Students have elective offerings available including music, art and technology courses.

High schools provide course work including english, history, science, math, physical education, music and art. Additionally elective offerings include vocational technical programs.

The District educational standards of service, which directly affect middle school and high school capacity include:

- Class sizes for grades 6-8 are targeted not to exceed 25 students per class.
- Class sizes for grades 9-12 are targeted not to exceed 25 students per class.
- Special programs, such as music, art, physical education, drama, home and family education learning assistance, are provided in separate instructional space. The class size ranges from 20 to 70 students.
- The District provides science classroom space that supports advanced coursework at the secondary level that require water, sinks, gas, hoods, safety equipment, etc. Schools are working to meet expanded science standards and this will require spaces that cannot typically be met by adding portables.
- It is not possible to achieve 100% utilization of all regular teaching stations throughout the day due to schedule conflicts, the need for specialized rooms for certain programs and the need for teachers to have work space during their planning period.

C. District-wide Educational Programs:

In addition to Elementary, Middle, and High School program standards, the Evergreen School District's core services and program offerings include the following:

- Physical education space is provided to meet strengthened health standards. This can include covered play areas, field space, gyms and other multi-use spaces.
- Technology access is necessary and expectations are increasing. Technology (either within the classroom or in dedicated labs) takes extra space that is not calculated in current state square footage allowances, but is necessary for student learning. Technology support and infrastructure needs are also increasing, which further erodes the state square footage allowances.
- Art and music spaces are critical to the District's educational programs. As student population grows, additional support space for these essential programs is required.
- Library/Media demands are crucial. In an information driven environment, access to knowledge through appropriately sized library/media spaces is essential.
- Extra-curricular activities need space in order to be supported properly with growing student populations.

D. District-wide Support and Special Services:

In addition to the above core educational programs, the following support services are essential to the District's educational program:

- Food service preparation, delivery and use space. As student populations increase, cafeteria, food preparation and delivery space must be enlarged. Miscalculating the need for this core service can have significant impacts on the overall learning environment for students.

- Other support centers, including Transportation, Maintenance, Warehouse and Print Shop facilities are critical to support the educational program and the business operation.

The following special services are also necessary to meet the needs of special populations:

- Special Education programs are provided at all schools within the District. Special needs program standard change year to year as a result of various external or internal changes. External changes may include mandates or needs for special programs, or use of technology. Internal changes may include modifications to the program year, class sizes, and grade span configurations. Changes in physical aspects of the school facilities also affect special educational program standards.
- Special populations require special support, which often requires special spaces. Federal and state programs, including Title 1 reading and math, highly capable, and bilingual are required but come with limited funds that do not cover the expense of adding facilities to support the program.
- Early Childhood programs, such as new or expanded preschool programs are a vital service and an essential educational component. They place additional demands on facilities.
- Supplementary services in core academic areas and multiple pathways that prepare students for a broader range of post-secondary learning opportunities require additional space.

III. CAPITAL FACILITIES INVENTORY

The facilities inventory serves to establish a baseline for determining the facilities needed to accommodate future demand at acceptable levels of service. This section provides an inventory of capital facilities owned and operated by the District including schools, portables, undeveloped land and support facilities. Portable classrooms are used on an interim basis to house students until funding can be secured to construct permanent classrooms.

A complete listing of district facilities can be found in Appendix A.

A. SCHOOL SITES

Facility Type	No. of Schools	No. of Classrooms		Capacity	
		Permanent	Temporary	Permanent	Temporary
Elementary Schools	21	469	175	10,931	2,528
Middle Schools	6	230	120	4,403	1,966
High Schools	6	330	75	7,685	1,431

- (1) Capacity is based on the space requirements for the District's educational programs as outlined in Section II. Portable classrooms are excluded from capacity calculation but shown above for reference.
- (2) High schools include four comprehensive high schools and two alternative high schools. Other special programs that provide district wide support are included in Section B. Services below.

B. SERVICES

In addition to schools, the District owns and operates additional facilities which provide special programs and operational support functions to the schools.

SUPPORT FACILITIES	Location	Description
Administrative Service Center	13501 NE 28th Street Vancouver, WA 98682	Supports all Facilities
Maintenance Facility	3004 NE 124th Avenue Vancouver, WA 98682	Supports all Facilities
McKenzie Stadium	2205 NE 138th Avenue Vancouver, WA 98682	Supports all Facilities
Transportation	13909 NE 28th Street Vancouver, WA 98682	Supports all Facilities
Warehouse (Central Receiving & Distribution)	2205 NE 138th Avenue Vancouver, WA 98684	Supports all Facilities
Crestwood Business Park (Leased)	1168 SE Mill Plain Blvd Vancouver, WA 98684	Temporary space for Transitions Program
49th Street Academy	14619-B 49th Street Vancouver, WA 98682	Specialized services for K-12
Cascadia Technical Academy	12200 NE 28th Street Vancouver, WA 98682	Consortium program with pull-out enrollment

C. Land Inventory

The District owns undeveloped sites in addition to the sites with built facilities. The sites listed below are planned to house new school facilities funded by the 2018 bond measure.

- 9.8 acres located at NE 39th Street and NE 162nd Avenue, Vancouver, WA 98682. The District will build a new elementary school on this site with funds from the 2018 bond measure approved by voters.
- 20 acres located at NE 52nd Street and NE 132nd Avenue, Vancouver WA 98682. The District will replace Image Elementary School on this site with funds from the 2018 bond measure approved by voters.
- 12.67 acres on north of NE 9th Street and west of NE 136th Avenue, Vancouver WA 98682 where the district will build the new district office, and alternative campus as part of the 2018 bond measure approved by voters.

The undeveloped sites listed below are for future growth, including:

- 6.05 acres south of NE 9th Street and east of NE 136th Avenue, Vancouver WA 98682 for a future small high school.
- 0.68 acres located at 14309 NE 28th Street, Vancouver WA 98684 for the expansion of the District's Transportation Complex.

IV. STUDENT ENROLLMENT PROJECTIONS

A. Projected Student Enrollment 2015-2021 (Headcount)

The District's six year enrollment projection is based on a forecast prepared by E.D. Hovee & Company, LLC., which considers enrollment projection models to estimate future enrollment, including cohort survival, grade progression, and population ratio. Local population and housing and development trends are also considered.

Even with renewed population growth county-wide, K-12 enrollment appears to have plateaued with lower birth projections for Clark County than previously projected. Baseline conditions indicate modest enrollment increases to less than 25,650 students by 2024-25. Using high growth conditions, it is conceivable (though less likely) that enrollment could increase by as much as 3,000 students in 6 years to a 2024-25 headcount of over 28,500, but because the transition from baseline to high growth conditions is increasingly uncertain, and because baseline conditions appear to be more likely over at least the near term, the District used baseline projections as the basis for calculating growth in the Capital Facilities Plan.

Partially offsetting these downward trends is the increase in identified planned residential projects which are up by about 50% from what was planned two years ago. Almost half (47%) of planned units are multi-family with associated lower student generation rates.

Grade	Fall 2018	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Total K-5	11,027	11,010	10,996	11,019	11,037	11,167	11,261
Total 6-8	5,910	5,979	5,866	5,745	5,643	5,513	5,433
Total 9-12	8,664	8,764	8,903	8,991	9,131	9,065	8,951
<i>TOTAL</i>	<i>25,601</i>	<i>25,753</i>	<i>25,765</i>	<i>25,755</i>	<i>25,811</i>	<i>25,745</i>	<i>25,645</i>

V. CAPITAL FACILITIES NEEDS

A. Forecast Facility Needs

Facility needs for purposes of the Growth Management Act and impact fees are based on existing capacity and forecast enrollment. The 2025 Facility needs are shown in the table below and the amount of the facility need that is attributed to forecast growth is described under the table.

Facility	2018 Capacity	2025 Projected Enrollment	2025 Facility Need
Elementary Schools	10,931	11,261	330
Middle Schools	4,403	5,433	1,030
High Schools	7,685	8,951	1,266
TOTAL	23,019	25,645	2,626

- Elementary Schools: The baseline enrollment forecast shows an increase of 234 students. The 2018 bond funds the replacement of 5 elementary schools and construction of a new elementary school, which will add capacity for 550 students.
- Middle Schools: The baseline enrollment forecast for grades 6 through 8 shows a slight decline. The 2018 bond measure funds the replacement of an existing middle school. The replacement school will have additional classrooms in bricks and mortar, increasing the permanent capacity for another 200 students. Because the middle school enrollment forecast does not currently project an increase, the district is not treating the construction of middle school capacity as a growth related facility need.
- High Schools: The baseline enrollment forecast show an increase of 287 students. The 2018 bond will fund the expansion of Heritage High School which will add permanent capacity for 350 students.

B. Land Acquisition

Acquisition of new school sites in advance of enrollment needs is critical to prepare to meet the challenge of potentially increasing enrollment and addressing existing needs. Since it is uncertain how or when land will ultimately be developed or how the district may deliver services in the future, the district anticipates that it may acquire more sites than the minimum supported by enrollment projections. The district currently owns one potential small high school site and one small site to accommodate the expansion of support services. As growth occurs and both development regulations and educational programming are modified over time, these sites may not be suitable for development at the time when construction is needed.

The district is committed to constructing neighborhood schools for elementary schools and maximizing the opportunity for students to walk to school. This policy supports the Clark County GMA, Chapter 10 School Element.

In addition to the walkability and neighborhood schools, in siting schools the district will look to construction and operation costs, effectiveness of site to meet educational programming

needs, and access to infrastructure. The availability of connections to public infrastructure such as water, electricity, sewer, and roads are important factors for the district in planning and siting schools.

In order to accommodate future growth, the district anticipates acquiring sites consistent with estimated maximum enrollment of proposed development. Recent development patterns show a greater degree of residential development occurring within the northern and southeast quadrants of the district which is consistent with Clark County projections.

A majority of the improvements that are planned in the 2018 bond measure do not add capacity to serve forecast growth, however, they are important capital facility improvements that must be constructed to provide the educational program described in this CFP. Only the portion of the planned improvements that add capacity to serve growth is included in the District's impact fee calculations. The capacity and cost for the planned and required improvements are shown in the table below:

Project Description	Added Capacity	Estimated Cost	Cost for Added Capacity to Serve Forecast Growth*
Elementary #22	550	\$37,280,736	\$12,561,015
Heritage HS Addition	350	\$26,939,489	\$17,249,843
Wy'east Middle School	200	\$80,012,065	\$0
Transportation	Equal to growth	\$10,000,000	N/A
Land Acquisition	Equal to growth	\$12,000,000	N/A
Remaining Bond Projects**	0	\$664,817,710	\$0
TOTAL	1,100	\$831,050,000	\$29,810,858

**Cost attributed to forecast growth is the proportionate share of the total cost to construct the improvement that is equal to forecast growth. Forecast growth at the elementary level is 234 and added capacity is 550. The percentage of cost for added elementary school capacity is .425% (234/550) and at the high school it is .82% (287/350). The estimated total costs includes all the costs to construct the improvement. Architect, engineer, professional services, furniture/fixtures/equipment, permit and owner contingency costs have been excluded from the cost allocated to serve forecast growth.*

*** The majority of these improvements are replacement facilities or capital renewal projects. A detailed list of the planned bond improvements with project specific costs is on file with the district.*

VI. CAPITAL FACILITIES FINANCE PLAN

A. Six Year Financing Plan

Facility Capacity Need	Total	Estimated Impact Fees	State Match	Bonds
Secured	\$802,000,000	\$12,000,000	\$95,000,000	\$695,000,000
Unsecured	\$29,050,000	Source TBD		

The total cost estimate for all the planned bond projects, the transportation facility improvements and property acquisition is \$831,050,000. Funding for planned improvements is typically secured from a number of sources including voter approved bonds, state match funds, and impact fees. The following information explains each of the funding sources in greater detail.

1. General Obligation Bonds

Bonds are typically used to fund construction of new schools and other capital improvement projects. A 60% voter approval is required to approve the issuance of bonds. Bonds are then retired through collection of property taxes. The District must pass a bond since it is the primary source of funding for the capital improvements listed in this plan.

2. State Match Funds

State match funds come from the Common School Construction Fund ("the Fund"). Bonds are sold on behalf of the Fund, and then retired from revenues accruing predominantly from the sale of timber from the common school lands. If these sources are insufficient, the Legislature can appropriate funds or the State Board of Education can change the standards. School districts may qualify for state match funds for specific capital projects based on a prioritization system.

3. Impact Fees

Impact fees are a means of supplementing traditional funding sources for construction of public facilities needed to accommodate new development. School impact fees are generally collected by the permitting agency at the time plats are approved or building permits are issued.

Anticipated property acquisition and new construction is based on the enrollment forecast, capacity, the District's educational standards and the community's support of finance tools to fund the improvements.

In the event that planned construction projects and property acquisition does not fully address space needs for student growth and a reduction in interim student housing (portables), the Board could consider various courses of action, including, but not limited to:

- Increase class sizes;
- House students in additional portables;
- Alternative scheduling options;
- Change the instructional model, or
- Modify the school calendar

VII. SCHOOL IMPACT FEES

The GMA authorizes jurisdictions to collect impact fees to supplement funding of additional public facilities needed to accommodate new development. Impact fees cannot be used for the operation, maintenance, repair, alteration, or replacement of existing capital facilities used to meet existing service demands.

A. School Impact Fees

The county's and city's impact fee programs require school districts to prepare and adopt CFPs meeting the specifications of the GMA and the county and city ordinances. Impact fees are calculated in accordance with the local jurisdiction's formula, which is based on projected school facility costs necessitated by new growth contained in the District's CFP. The formula allocates a portion of the cost for new facilities to the single family and multi-family house that create the demand (or need) based on a student factor, or the average number of students that live in new single family and multi-family homes. The formula also provides a credit for state match and Bond Proceeds (or property taxes).

B. Methodology and Variables Used to Calculate School Impact Fees

The District's impact fees have been calculated utilizing the formula in the Clark County and cities of Vancouver and Camas Impact Fee Ordinances. Application of the formula is shown in Appendix A which follows on the next page.

C. Proposed Impact Fee Schedule

In accordance with the school impact fee calculation in Appendix A, the District's school impact fees are:

\$ 6,432 per single family home (2019-25)

\$3,753 per multi-family unit (2019-25)

Evergreen School District 2019 Impact Fee Calculation

APPENDIX A

$$SIF = \left[CS(SF) - (SM) - \left(\frac{(1+i)^{10} - 1}{i(1+i)^{10}} \times AAV \times TLR \right) \right] \times A - FC$$

Single Family Residence:

Elementary	Middle School	High School	Formula
\$12,561,015.34	\$0.00	\$17,249,843.08	Facility Cost
234	1000	287	Additional Capacity
\$53,679.55	\$0.00	\$60,103.98	Cost per Student (CS)
0.200	0.102	0.122	Student Factor (SF)
\$10,735.91	\$0.00	\$7,332.69	CS x SF
\$225.97	\$225.97	\$225.97	Boeck Index
90.00	117.00	130.00	OSPI Sq Ft
67.75%	67.75%	67.75%	State Match Eligibility %
\$2,755.70	\$1,827.03	\$2,428.08	State Match Credit (SM)
\$7,980.21	\$0.00	\$4,904.60	CS x SF - SM
		\$12,884.81	Cost per Single Family Residence
		0.00395	Average Interest Rate
		0.040209559	Tax Credit Numerator
		0.004108828	Tax Credit Denominator
		9.786138967	Tax Credit Multiplier (TCM)
		\$314,058.53	Average Assessed Value (AAV)
		3073420.418	TCM x AAV
		0.00173	Tax Levy Rate (TLR)
		5317.017324	TCM x AAV x TLR = (TC)
		\$7,567.79	Cost per Single Family Residence - Tax Credit
		\$1,135.17	15% reduction (A)
		\$6,432.62	Calculated Single Family Fee Amount
			Recommended Fee Amount

Multi-Family Residence:

Elementary	Middle School	High School	Formula
\$12,561,015.34	\$0.00	\$17,249,843.08	Facility Cost
234	1000	287	Additional Capacity
\$53,679.55	\$0.00	\$60,103.98	Cost per Student (CS)
0.105	0.046	0.064	Student Factor (SF)
\$5,636.35	\$0.00	\$3,846.65	CS x SF
\$225.97	\$225.97	\$225.97	Boeck Index
90.00	117.00	130.00	OSPI Sq Ft
67.75%	67.75%	67.75%	State Match Eligibility %
\$1,446.74	\$823.96	\$1,273.75	State Match Credit (SM)
\$4,189.61	\$0.00	\$2,572.91	CS x SF - SM
		\$6,762.52	Cost per Multi-Family Residence
		0.00395	Average Interest Rate
		0.040209559	Tax Credit Numerator
		0.004108828	Tax Credit Denominator
		9.786138967	Tax Credit Multiplier (TCM)
		\$138,615.44	Average Assessed Value (AAV)
		1356509.959	TCM x AAV
		0.00173	Tax Levy Rate (TLR)
		2346.762229	TCM x AAV x TLR = (TC)
		\$4,415.75	Cost per Multi-Family Residence - Tax Credit
		\$662.36	15% reduction (A)
		\$3,753.39	Calculated Multi-Family Fee Amount
			Recommended Fee Amount

EVERGREEN PUBLIC SCHOOLS
APPENDIX B
POPULATION/ENROLLMENT PROJECTIONS

K-5 Total Headcount

Elementary Enrollment Scenarios

Year	Baseline Scenario							Alternative Scenario						
	K	1	2	3	4	5	Total	K	1	2	3	4	5	Total
2007	1,775	1,937	1,969	2,019	2,032	2,007	11,739	1,775	1,937	1,969	2,019	2,032	2,007	11,739
2008	1,789	1,924	1,926	1,988	2,039	2,071	11,737	1,789	1,924	1,926	1,988	2,039	2,071	11,737
2009	1,741	1,901	1,947	1,948	2,010	2,071	11,618	1,741	1,901	1,947	1,948	2,010	2,071	11,618
2010	1,859	1,862	1,861	1,966	1,944	2,016	11,508	1,859	1,862	1,861	1,966	1,944	2,016	11,508
2011	1,927	1,948	1,867	1,885	1,995	1,961	11,583	1,927	1,948	1,867	1,885	1,995	1,961	11,583
2012	1,949	1,930	1,914	1,863	1,891	1,998	11,545	1,949	1,930	1,914	1,863	1,891	1,998	11,545
2013	1,926	1,953	1,875	1,915	1,869	1,897	11,435	1,926	1,953	1,875	1,915	1,869	1,897	11,435
2014	1,821	1,983	1,942	1,915	1,918	1,882	11,461	1,821	1,983	1,942	1,915	1,918	1,882	11,461
2015	1,838	1,864	1,967	1,963	1,937	1,956	11,525	1,838	1,864	1,967	1,963	1,937	1,956	11,525
2016	1,844	1,879	1,886	1,988	2,030	1,983	11,610	1,844	1,879	1,886	1,988	2,030	1,983	11,610
2017	1,735	1,848	1,833	1,881	1,981	1,997	11,275	1,735	1,848	1,833	1,881	1,981	1,997	11,275
2018	1,746	1,752	1,838	1,838	1,868	1,985	11,027	1,746	1,752	1,838	1,838	1,868	1,985	11,027
2019	1,864	1,795	1,742	1,856	1,867	1,886	11,010	1,855	1,794	1,741	1,854	1,865	1,884	10,992
2020	1,855	1,890	1,772	1,743	1,867	1,869	10,996	1,896	1,922	1,809	1,779	1,905	1,907	11,218
2021	1,879	1,880	1,865	1,772	1,754	1,869	11,019	1,973	1,960	1,934	1,845	1,825	1,944	11,481
2022	1,874	1,904	1,854	1,865	1,785	1,755	11,037	2,021	2,036	1,969	1,969	1,890	1,859	11,744
2023	1,870	1,899	1,877	1,854	1,878	1,789	11,167	2,072	2,083	2,041	2,001	2,014	1,924	12,135
2024	1,869	1,895	1,873	1,878	1,866	1,880	11,261	2,128	2,132	2,085	2,071	2,042	2,045	12,505
2025	1,866	1,894	1,869	1,874	1,890	1,868	11,261	2,150	2,151	2,096	2,078	2,078	2,037	12,591
2026	1,886	1,892	1,868	1,871	1,886	1,891	11,294	2,197	2,168	2,111	2,086	2,082	2,070	12,715
2027	1,905	1,912	1,866	1,870	1,883	1,887	11,323	2,245	2,212	2,125	2,098	2,087	2,071	12,837
2028	1,923	1,932	1,887	1,868	1,882	1,884	11,375	2,291	2,256	2,164	2,109	2,095	2,073	12,988

EVERGREEN PUBLIC SCHOOLS
APPENDIX B
POPULATION/ENROLLMENT PROJECTIONS

6-8 Total Headcount **Middle School Enrollment Scenarios**

Year	Baseline Scenario				Alternative Scenario			
	6	7	8	Total	6	7	8	Total
2007	2,022	2,063	1,951	6,036	2,022	2,063	1,951	6,036
2008	2,040	2,122	2,143	6,305	2,040	2,122	2,143	6,305
2009	2,073	2,086	2,153	6,312	2,073	2,086	2,153	6,312
2010	2,108	2,089	2,109	6,306	2,108	2,089	2,109	6,306
2011	2,051	2,175	2,154	6,380	2,051	2,175	2,154	6,380
2012	2,045	2,053	2,200	6,298	2,045	2,053	2,200	6,298
2013	2,026	2,084	2,113	6,223	2,026	2,084	2,113	6,223
2014	1,928	2,049	2,151	6,128	1,928	2,049	2,151	6,128
2015	1,881	1,928	1,977	5,786	1,881	1,928	1,977	5,786
2016	1,959	1,932	1,941	5,832	1,959	1,932	1,941	5,832
2017	1,964	1,947	1,965	5,876	1,964	1,947	1,965	5,876
2018	1,992	1,967	1,951	5,910	1,992	1,967	1,951	5,910
2019	1,973	1,997	2,008	5,979	2,006	2,010	1,980	5,996
2020	1,889	1,977	2,000	5,866	1,928	2,055	2,058	6,041
2021	1,872	1,892	1,981	5,745	1,951	1,972	2,102	6,026
2022	1,872	1,876	1,896	5,643	1,987	1,994	2,015	5,996
2023	1,759	1,875	1,879	5,513	1,899	2,027	2,036	5,962
2024	1,794	1,761	1,879	5,433	1,964	1,935	2,068	5,968
2025	1,885	1,796	1,765	5,447	2,052	1,968	1,940	5,961
2026	1,873	1,888	1,801	5,562	2,042	2,054	1,972	6,068
2027	1,896	1,876	1,893	5,665	2,072	2,041	2,055	6,168
2028	1,892	1,899	1,881	5,671	2,071	2,068	2,041	6,180

POPULATION/ENROLLMENT PROJECTIONS

9-12 Total Headcount**High School Enrollment Scenarios**

Year	Baseline Scenario					Alternative Scenario				
	9	10	11	12	Total	9	10	11	12	Total
2007	1,926	1,919	2,029	2,115	7,989	1,926	1,919	2,029	2,115	7,989
2008	2,052	2,003	2,154	2,208	8,417	2,052	2,003	2,154	2,208	8,417
2009	2,187	2,047	2,225	2,392	8,851	2,187	2,047	2,225	2,392	8,851
2010	2,229	2,193	2,252	2,373	9,047	2,229	2,193	2,252	2,373	9,047
2011	2,191	2,184	2,350	2,322	9,047	2,191	2,184	2,350	2,322	9,047
2012	2,159	2,102	2,334	2,563	9,158	2,159	2,102	2,334	2,563	9,158
2013	2,197	2,192	2,265	2,508	9,162	2,197	2,192	2,265	2,508	9,162
2014	2,123	2,235	2,406	2,517	9,281	2,123	2,235	2,406	2,517	9,281
2015	2,074	2,059	2,400	2,535	9,068	2,074	2,059	2,400	2,535	9,068
2016	2,007	2,124	2,385	2,467	8,983	2,007	2,124	2,385	2,467	8,983
2017	1,983	2,021	2,459	2,405	8,868	1,983	2,021	2,459	2,405	8,868
2018	1,970	2,016	2,276	2,402	8,664	1,970	2,016	2,276	2,402	8,664
2019	2,135	1,975	2,343	2,312	8,764	2,137	1,975	2,343	2,313	8,769
2020	2,173	2,102	2,283	2,346	8,903	2,198	2,156	2,342	2,407	9,103
2021	2,166	2,140	2,401	2,284	8,991	2,282	2,217	2,525	2,402	9,426
2022	2,148	2,135	2,439	2,410	9,131	2,331	2,300	2,599	2,595	9,826
2023	2,065	2,115	2,437	2,448	9,065	2,249	2,347	2,694	2,670	9,961
2024	2,049	2,034	2,421	2,447	8,951	2,276	2,265	2,754	2,768	10,062
2025	2,049	2,019	2,349	2,430	8,847	2,277	2,252	2,648	2,781	9,958
2026	1,938	2,018	2,336	2,358	8,650	2,151	2,249	2,643	2,675	9,718
2027	1,976	1,909	2,338	2,345	8,568	2,186	2,126	2,649	2,669	9,630
2028	2,068	1,946	2,239	2,347	8,600	2,272	2,159	2,542	2,676	9,649

EVERGREEN PUBLIC SCHOOLS
APPENDIX C
CAPITAL FACILITIES INVENTORY

ELEMENTARY SCHOOLS	ADDRESS	SITE (ACRES)	OCCUPANCY	Building SF per WAC	Attached Covered Play SF	Detached Covered Play SF	Portable SF	Modular SF	Other	Total SF
Burnt Bridge Creek	14619-A NE 49th Street Vancouver, WA 98682	11	1988	49,414	4,230	0	6,272	0	500	60,416
Burton	14015 NE 28th Street Vancouver WA 98682	13	1970	40,642	1,500	3,634	10,976	0	200	56,952
Columbia Valley	17500 SE Sequoia Circle Vancouver, WA 98683	12	2004	60,556	2,200	0	0	0	0	62,756
Crestline	13003 SE 7th Street Vancouver, WA 98683	11	2014	60,143	3,761	3,634	0	0	0	67,538
Early Childhood Center (Operated by SWCCC)	14405 NE 28th Street Vancouver, WA 98682	20	1989	0	0	0	4,704	0	0	4,704
Ellsworth	512 SE Ellsworth Road Vancouver, WA 98664	10	1958	38,014	0	3,634	8,904	0	0	50,552
Endeavour	2701 NE Four Seasons Lane Vancouver, WA 98682	11	2008	60,556	2,200	0	6,272	0	0	69,028
Evergreen Flex Academy	13501 NE 28th Street Vancouver, WA 98682	0.88	2003	0	0	0	0	13,295	0	13,295
Fircrest	12001 NE 9th Street Vancouver, WA 98684	11	1976	54,400	4,500	0	3,136	0	500	62,536
Fisher's Landing	3800 SE Hiddenbrook Drive Vancouver, WA 98683	12	1996	49,972	4,010	0	9,408	0	500	63,890
Harmony	17404-A NE 18th Street Vancouver, WA 98684	11	1991	49,519	4,020	0	12,544	0	500	66,583
Hearthwood	801 NE Hearthwood Boulevard Vancouver, WA 98684	11	1981	49,100	4,500	0	3,136	5,040	500	62,276
Illahee	19401 SE 1st Street Camas, WA 98607	11	2001	55,699	4,016	0	4,704	0	500	64,919
Image	4400 NE 122nd Avenue Vancouver, WA 98682	15	1976	54,400	4,500	0	6,272	0	500	65,672
Marrion	10119 NE 14th Street Vancouver, WA 98664	19	1968	40,158	0	3,634	10,752	0	500	55,044
Mill Plain	400 SE 164th Avenue Vancouver, WA 98684	9	1952	48,565	3,160	0	6,496	0	0	58,221
Orchards	11405 NE 69th Street Vancouver, WA 98662	13	2004	60,556	2,200	0	3,136	5,040	0	70,932
Pioneer	7212 NE 166th Avenue Vancouver, WA 98682	11	1993	49,519	4,020	0	9,408	0	0	62,947
Riverview	12601 SE Riveridge Drive Vancouver, WA 98683	11	1976	54,400	4,500	0	3,136	0	500	62,536
Sifton	7301 NE 137th Avenue Vancouver, WA 98682	10	1958	37,822	0	3,634	11,360	0	0	52,816
Silver Star	10500 NE 86th Street Vancouver, WA 98662	12	1973	41,463	1,728	3,634	11,508	0	0	58,333
Sunset	9001 NE 95th Street Vancouver, WA 98662	14	1976	54,400	4,500	0	4,704	0	500	64,104
York	9301 NE 152nd Avenue Vancouver, WA 98682	11	2003	56,108	2,200	0	0	0	0	58,308
TOTAL ELEMENTARY		269.88		1,065,406	61,745	21,804	136,828	23,375	5,200	1,314,358

MIDDLE SCHOOLS	ADDRESS	SITE (ACRES)	OCCUPANCY	Building SF per WAC	Attached Covered Play SF	Detached Covered Play SF	Portable SF	Modular SF	Other	Total SF
49th Street Academy	14619-B 49th Street Vancouver, WA 98682	2.71	1988	10,799	0	0	1,568	0	0	12,367
Cascade	13900 NE 18th Street, Vancouver, WA 98684	16.4	2004	110,315	0	6,570	3,136	8,064	1,000	129,085
Covington	11200 NE Rosewood Road, Vancouver, WA 98662	21.45	2006	112,361	0	0	7,840	8,064	1,000	129,265
Frontier	7600 NE 166th Avenue, Vancouver, WA 98682	28	1996	101,046	0	0	17,248	0	2,000	120,294
Evergreen Flex Academy / IQ Academy - see ASC	13501 NE 28th Street, Vancouver, WA 98682	w/Elem	2003	w/Elem	w/Elem	w/Elem	w/Elem	w/Elem	w/Elem	0
Pacific	2017 NE 172nd Avenue, Vancouver, WA 98684	17.18	1983	106,581	0	2,946	29,792	0	500	139,819
Shahala	601 SE 192nd Avenue, Vancouver WA 98683	20	2001	104,298	0	3,224	18,816	0	720	127,058
Wy'east	1112 SE 136th Avenue, Vancouver WA 98683	29.88	1979	118,207	3,840	0	17,248	0	1,000	140,295
TOTAL MIDDLE SCHOOLS		136		663,607	3,840	12,740	95,648	16,128	6,220	798,183

EVERGREEN PUBLIC SCHOOLS
APPENDIX C
CAPITAL FACILITIES INVENTORY

HIGH SCHOOLS	ADDRESS	SITE (ACRES)	OCCUPANCY	Building SF per WAC	Attached Covered Play SF	Detached Covered Play SF	Portable SF	Modular SF	Other	Total SF
49th Street Academy	14619-B 49th Street, Vancouver, WA 98682	w/MS	1988	w/MS	w/MS	w/MS	w/MS	w/MS	w/MS	0
Crestwood Business Park	11818 SE Mill Plain Blvd, Vancouver, WA 98684	Leased	Leased	2,642	0	0	0	0	0	2,642
Evergreen	14300 NE 18th Street, Vancouver, WA 98684	34.4	1969/2007	264,354	0	0	13,748	0	0	278,102
HeLa	9105 NE 9th Street, Vancouver, WA 98664	2.89	2013	69,008	0	0	0	0	0	69,008
Heritage	7825 NE 130th Avenue, Vancouver, WA 98682	45	1999	219,841	0	0	31,360	0	1,700	252,901
IQ Academy (See ASC)	13501 NE 28th Street, Vancouver, WA 98682	w/ASC	2003	w/Elem	w/Elem	w/Elem	w/Elem	w/Elem	w/Elem	0
Legacy	2205 NE 138th Avenue, Vancouver, WA 98683	w/EHS	1987	11,554	0	0	3,144	5,180	0	19,878
Mountain View	1500 SE Blaimont Drive, Vancouver, WA 98683	41.09	1981	238,075	0	0	9,044	0	3,250	250,369
Union	6201 NW Friberg/Strunk Street, Camas, WA 98607	54.75	2007	234,900	0	0	0	11,648	0	246,548
TOTAL HIGH SCHOOLS		178		1,040,374	0	0	57,296	16,828	4,950	1,119,448
Cascadia Technical Academy	12200 NE 28th Street, Vancouver, WA 98682	11.92	1983 to 2014	100,704	0	0	0	0	0	100,704
TOTAL CCVSC		12		100,704	0	0	0	0	0	100,704

Administrative Service Center	13501 NE 28th Street, Vancouver, WA 98682	16.12	1993	0	0	0	70,000	11,600	0	81,600
Maintenance	3004 NE 124th Avenue, Vancouver, WA 98682	3	1981	7,000	0	0	0	0	0	7,000
McKenzie Stadium	2205 NE 138th Avenue, Vancouver, WA 98682	6	1984	2,000	0	0	0	0	0	2,000
Transportation	13909 NE 28th Street, Vancouver, WA 98682	9	1960's	9,170	0	0	2,464	0	0	11,634
Warehouse (Central Receiving)	2205 NE 138th Avenue, Vancouver, WA 98684	1	1976	25,000	0	0	0	0	0	25,000
TOTAL SUPPORT FACILITIES		35.12		43,170	0	0	72,464	11,600	0	127,234

Future School Site	NE 52nd St / NE 131st Ave, Vancouver, WA 98682	20.99	N/A	0	0	0	0	0		0
Future School Site	NE 39th St / NE 162nd Ave, Vancouver, WA 98682	9.8	N/A	0	0	0	0	0		0
Future School Site	NE 9th St / NE 136nd Ave, Vancouver, WA 98682	12.67	N/A	0	0	0	0	0		0
Future School Site	NE 9th St / NE 136nd Ave, Vancouver, WA 98682	6.05	N/A	0	0	0	0	0		0
TOTAL SUPPORT FACILITIES		49.51		0	0	0	0	0		0

December 11, 2020

VIA E-MAIL TO ALL RECIPIENTS

City of Vancouver, Permit Center
Kristin Lehto, Supervisor
Jason Nortz
Brent Boger
Chad Eiken
415 W. 6th Street
Vancouver, WA 98660

Re: **Payment Under Protest of School Impact Fees for Four Seasons
Apartments Phase 2**

Dear Kristin, Jason, Brent and Chad:

As you know our office represents the Ginn Group ("Ginn") and we are writing this letter to protest the forthcoming overpayment of school impact fees ("SIFs") as authorized by Vancouver Municipal Code 20.915.070(C)(1) and (2) for the Four Seasons Apartments Phase 2 project.

On several occasions in the past several months the City has demanded that Ginn pay the 2019 SIF at the time any building permit is issued for any portion of the Four Seasons Project because it received site plan approval prior to the implementation of a City Council approved 2020 reduction in SIFs. Ginn continues to believe the SIF should be the 2020 rate consistent with state vesting law related to impact fees. Our client believes there is ambiguity in the code that favors their position.

This past Monday on December 7, 2020 the City Council held a hearing and approved a resolution for the Acero Parkside Project and Kestrel Apartments (Fifth Plain Creek Station) that recognized that the applicable SIF would be the 2020 amount. We are to understand that the Four Seasons Apartments Phase 2 will move forward to City Council on the consent agenda on January 4, 2021 for a similar resolution to these other projects. And while we do not think it is necessary to get a resolution nonetheless, we will demur to City in order for our client to pick up their building permits and to mitigate additional costs being absorbed by delays in construction.

Given the above, we request that the development approval authority direct all SIF amounts paid under protest related to the Project in excess of the 2020 SIF rates be refunded to the Developer immediately upon passage of the resolution on January 4th. We will ask that the excess amounts be held in a distinct account to effectuate the immediate refund on January 5th.

This letter serves to preserve our client's position.

We thank staff.

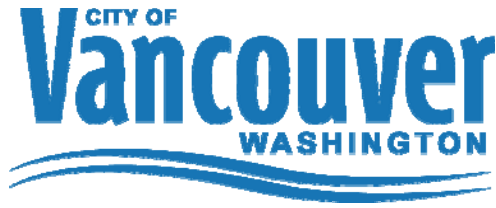
Very truly yours,

JORDAN RAMIS PC

A handwritten signature in blue ink, appearing to read "Jamie D. Howsley", with a stylized flourish at the end.

Jamie D. Howsley

Cc: Greg Turner
Phil Wuest



MEMORANDUM

DATE: Monday, January 25, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2 (Stober, Lebowsky and Paulsen)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards & Commissions

RE: Recommendation for Appointment to the City Center Redevelopment Authority
--

The City Center Redevelopment Authority (CCRA) is appointed by City Council to oversee downtown redevelopment consistent with the Vancouver City Center Vision (VCCV) Plan. The board advises the mayor and city council on public-private partnerships, public assistance to private developments, and the business aspects of redevelopment projects and agreements in downtown Vancouver.

Committee 2 recently interviewed three candidates for one upcoming vacancy on the CCRA and recommends the appointment of Michi Slick. Her appointment would begin immediately and expire December 31, 2024.

If there are no objections, we would like to make this appointment at the **Monday, February 1, 2021** Council meeting.

Attachments:
Application
Roster

VOUCHER APPROVAL

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

\$ 6,692,103.08 this 1st day of February 2021.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
January 19, 2021 - January 25, 2021	Accounts Payable Checks (see attached)	\$ 3,737,548.60
January 19, 2021 - January 25, 2021	Hansen City Payments (see attached)	\$ 908.32
January 19, 2021 - January 25, 2021	Visa Refunds (see attached)	\$ 22.08
January 19, 2021 - January 25, 2021	Payroll Checks (see attached)	\$ 2,953,624.08
TOTAL		\$ 6,692,103.08

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Manual Wire	No Reference	1/8/2021	7,293.56	ICMA 401A	
Manual Wire	No Reference	1/14/2021	687.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Manual Wire	No Reference	1/15/2021	182.04	Internal Revenue Service	
Manual Wire	No Reference	1/15/2021	323,927.12	Kaiser Permanente - Remit-To: Kaiser Permanente	
Manual Wire	No Reference	1/19/2021	125,415.76	Blue Cross Blue Shield of Oregon	
Manual Wire	No Reference	1/19/2021	34,007.25	Gallagher Bassett Services Inc	
Manual Wire	No Reference	1/19/2021	22,052.90	Washington Dental Service	
Manual Wire	No Reference	1/20/2021	33,848.75	The Bank Of New York Mellon Trust Company	
Manual Wire	No Reference	1/22/2021	2,688.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Manual Wire	No Reference	1/25/2021	493,436.92	Blue Cross Blue Shield of Oregon	
Manual Wire	No Reference	1/25/2021	75.00	HRA VEBA Plan	
Manual Wire	No Reference	1/25/2021	7,249.47	ICMA 401A	
Manual Wire	No Reference	1/25/2021	175,519.49	ICMA Corp	
Manual Wire	No Reference	1/25/2021	26,007.20	ING	
Manual Wire	No Reference	1/25/2021	560.50	Oregon SDU	
Manual Wire	No Reference	1/25/2021	1,429.48	Vancouver Fire Command Officers	
Manual Wire	No Reference	1/25/2021	24,253.04	Vancouver Firefighters Union Health & Welfare Trust	
Manual Wire	No Reference	1/25/2021	23,527.40	Washington Dental Service	
Manual Wire	No Reference	1/25/2021	4,630.26	Washington SDU	
Manual Wire	No Reference	1/25/2021	19,750.00	Washington State Firefighters	
Manual Wire	No Reference	1/25/2021	18,451.12	Western States Health & Welfare Trust	
Direct Deposit	EFT-00086196	1/21/2021	219.00	Lauren DiPalma	Employee Reimbursement
Direct Deposit	EFT-00086197	1/21/2021	225.00	Harrison Glavin	Employee Reimbursement
Direct Deposit	EFT-00086198	1/21/2021	295.30	Justin Newman	Employee Reimbursement
Direct Deposit	EFT-00086199	1/21/2021	96.20	Abe Dahmus	Employee Reimbursement
Direct Deposit	EFT-00086200	1/21/2021	164.64	Karen Krohling	Employee Reimbursement
EFT	EFT-00086201	1/21/2021	200.00	Community Housing Resource Center	
EFT	EFT-00086202	1/21/2021	317,294.89	Stettler Supply Company	
EFT	EFT-00086203	1/21/2021	3,575.00	JCI Jones Chemicals Inc	
EFT	EFT-00086204	1/21/2021	600.00	Rotschy Inc	
EFT	EFT-00086205	1/21/2021	182.11	North Side Electric Inc	
EFT	EFT-00086206	1/21/2021	1,975.05	Harrys Key Service Inc	
EFT	EFT-00086207	1/21/2021	178,153.79	Clark County - Remit-To: Clark County - Treasurer Vancouver	
EFT	EFT-00086208	1/21/2021	110,696.07	Granite Construction Company	
EFT	EFT-00086209	1/21/2021	76,297.90	Halme Excavating Inc	
EFT	EFT-00086210	1/21/2021	4,025.50	MacKay Sposito Inc	
EFT	EFT-00087904	1/25/2021	11,791.20	Allegiance Benefit Plan Management Inc	

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EFT	EFT-00087905	1/25/2021	917.40	Vancouver Command Guild	
EFT	EFT-00087906	1/25/2021	68.12	Legal Shield	
Check	19680	1/20/2021	18.09	Alyssa Burkett	refund pkg permit COVE00245
Check	19681	1/20/2021	312.51	Angela M Perry and Alfredo S Rivera	Utility Refunds: 0158003040-03
Check	19682	1/20/2021	209.39	Beverly Buschman	Utility Refunds: 0015005311-01
Check	19683	1/20/2021	87.00	Bill Gau	refund overpmt CIVICGOV inv #77028585
Check	19684	1/20/2021	76.00	Cascade Family Medical PS	refund overpmt CIVICGOV Inv #77028422
Check	19685	1/20/2021	7,500.00	Clark Co Emergency Medical Svcs Dist #2	210115
Check	19686	1/20/2021	125.00	Dennis Poole	Utility Refunds: 0038049500-02
Check	19687	1/20/2021	7.72	Edwin Eugene and Michele Ann Sorenson	Utility Refunds: 0004021300-04
Check	19688	1/20/2021	59.51	Eric Olson Electric Inc	MPE-293614 refund
Check	19689	1/20/2021	50.00	Evergreen Mini Mart	refund alarm overpmt inv #99423331
Check	19690	1/20/2021	937.09	Ismael Torres	Utility Refunds: 0057023200-16
Check	19691	1/20/2021	151.60	Michael and Shelby Murray	Utility Refunds: 0093019300-32
Check	19692	1/20/2021	249.28	Michele Ann Sorenson	Utility Refunds: 0004021300-04
Check	19693	1/20/2021	65.21	Prairie Electric	MPE-284015 refund
Check	19694	1/20/2021	15.71	Robert A and Gail F Romaine	Utility Refunds: 0063155100-16
Check	19695	1/20/2021	227.75	Rolland Walters	CMI-293758 refund
Check	19696	1/20/2021	163.85	Stacy J Kriebaum	Utility Refunds: 0000001561-04
Check	19697	1/20/2021	6,094.78	State of Washington	4th Qtr 2020 A8 form
Check	19698	1/20/2021	64.75	Summerfield Homes LLC	Utility Refunds: 0114008964-07
Check	19699	1/20/2021	85.98	Summerfield Homes LLC	Utility Refunds: 0114008812-06
Check	19700	1/20/2021	38,472.77	Tetra Pak Materials LLC	Utility Refunds: 0014088206-01
Check	19701	1/20/2021	5.00	Watumull	refund overpmt CIVICGOV inv #77028361
Check	19702	1/20/2021	8,084.61	Action Technology Systems	
Check	19703	1/20/2021	183,378.89	Advanced Excavating Specialists LLC	
Check	19704	1/20/2021	8,705.39	Advantel Incorporated	
Check	19705	1/20/2021	58.24	Airgas, Inc	
Check	19706	1/20/2021	588.61	A-Line Asphalt Maintenance Inc	
Check	19707	1/20/2021	2,611.91	Allegiance Benefit Plan Management Inc	
Check	19708	1/20/2021	11,923.75	Alta Planning & Design	
Check	19709	1/20/2021	5,517.58	Anderson Glass Co	
Check	19710	1/20/2021	184.61	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Check	19711	1/20/2021	888.88	Arborscape Ltd Inc	
Check	19712	1/20/2021	223.36	Archaeological Investigations Northwest Inc	
Check	19713	1/20/2021	8,226.14	AT & T Mobility II LLC	
Check	19714	1/20/2021	2,970.25	Bacon Collision	
Check	19715	1/20/2021	400.00	BSK Associates - Remit-To: Supplier BSK Associates	
Check	19716	1/20/2021	1,206.32	Cellco Partnership - Remit-To: Cellco - Dallas	
Check	19717	1/20/2021	1,250.49	CH2M Hill Inc	
Check	19718	1/20/2021	34,766.95	CH2M Hill Inc - Remit-To: CH2M - Dallas	
Check	19719	1/20/2021	1,461.96	Chicago Title Company of WA	
Check	19720	1/20/2021	2,104.00	City of Vancouver - Remit-To: COV Main	

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Check	19721	1/20/2021	5,039.52	Cobblestone Homes LLC	
Check	19722	1/20/2021	188.27	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Check	19723	1/20/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Check	19724	1/20/2021	151.10	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Check	19725	1/20/2021	1,517.60	Copiers Northwest	
Check	19726	1/20/2021	20,280.84	CSC Cybertek Corporation	
Check	19727	1/20/2021	56,731.15	Datec Inc	
Check	19728	1/20/2021	182,140.00	Davidson Kilpatric & Krislock PLLC	
Check	19729	1/20/2021	170,240.73	Del Sol Inc	
Check	19730	1/20/2021	1,662.86	Distinctive Landscape LLC	
Check	19731	1/20/2021	2,789.22	Eagle Newspaper Inc	
Check	19732	1/20/2021	275.00	ERF Company Inc	
Check	19733	1/20/2021	53,290.37	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Check	19734	1/20/2021	1,514.79	Genuine Parts Company	
Check	19735	1/20/2021	647.88	GVP Ventures Inc	
Check	19736	1/20/2021	1,956.00	H&H Wood Recyclers	
Check	19737	1/20/2021	1,464.50	Harper Houf Peterson Righellis Inc	
Check	19738	1/20/2021	6,778.98	HDR Engineering Inc	
Check	19739	1/20/2021	8,756.99	Innovyze Inc	
Check	19740	1/20/2021	52,877.85	Jacobs Engineering Group Inc	
Check	19741	1/20/2021	3,252.00	Jamestown Networks	
Check	19742	1/20/2021	5,329.10	Keating Bucklin & McCormack Inc PS	
Check	19743	1/20/2021	4,681.00	Keller Associates Inc	
Check	19744	1/20/2021	2,500.00	Kindness 911	
Check	19745	1/20/2021	151.76	Mark IV Enterprises Inc	
Check	19746	1/20/2021	38,515.99	Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc	
Check	19747	1/20/2021	12,177.94	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Check	19748	1/20/2021	6,568.50	Pacifica Law Group LLP	
Check	19749	1/20/2021	521.36	Pitney Bowes Inc	
Check	19750	1/20/2021	25,697.00	Recollect Systems Inc	
Check	19751	1/20/2021	5,193.37	State of Washington Department of Transportation	
Check	19752	1/20/2021	1,831.96	Streamline Audio LLC	
Check	19753	1/20/2021	42.75	Talmadge/Fitzpatrick PLLC	
Check	19754	1/20/2021	497.00	Terracon Consultants Inc	
Check	19755	1/20/2021	542.00	Triple J Enterprises	
Check	19756	1/20/2021	15.45	United Parcel Service	
Check	19757	1/20/2021	480.00	Washington Association of Municipal Attorneys	
Check	19758	1/20/2021	7,508.00	Washington State Bar Association	

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Check	19759	1/20/2021	1,710.08	Waste Management - Remit-To: Waste Management Los Angeles	
Check	19760	1/20/2021	6,905.00	Willis Towers Watson Northeast Inc - Remit-To: Willis Towers Watson Northeast Inc	
Check	19761	1/20/2021	40.69	Ziply Fiber	
Check	19762	1/20/2021	55,792.00	Angelo Property CO., LP	
Check	19763	1/20/2021	9,785.79	Brown & Wilson Partnership LLC	
Check	19764	1/20/2021	418,176.07	Clark Public Utility District No. 1	
Check	19765	1/20/2021	8,696.13	Esther Short Commons LLP	
Check	19766	1/20/2021	500.00	Nagra & Atwal Corporation	
Check	19767	1/20/2021	4,365.34	National Park Service - Remit-To: National Park Service - Pearson Lease	
Check	19768	1/20/2021	5,454.00	State of Washington Department of Licensing - Remit-To: DOL - Motor Carriers Unit	
Check	19769	1/20/2021	87,554.83	State of Washington Department of Revenue	
Check	19770	1/20/2021	8,693.25	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Check	19771	1/25/2021	8,371.87	Aflac	
Check	19772	1/25/2021	4,912.92	AFSCME Local #307	
Check	19773	1/25/2021	22,486.95	IAFF Local #452	
Check	19774	1/25/2021	712.50	IAM Local #1374	
Check	19775	1/25/2021	8,843.25	Life Insurance Company of North America	
Check	19776	1/25/2021	575.00	MFS Service Center Inc	
Check	19777	1/25/2021	4,081.91	OPEIU Local #11	
Check	19778	1/25/2021	544.00	Teamsters Local #58	
Check	19779	1/25/2021	297.50	UA Local #290	
Check	19780	1/25/2021	10,455.45	Vancouver Police Officer Guild	
Check	19781	1/25/2021	2,322.00	Western Conference of Teamsters	
Check	19782	1/25/2021	1,149.20	Western Metal Industry Pension Plan	
		SUBTOTAL	3,737,548.60		
		1/25/2021	908.32	City Payments	Posted 01-18-21 to 01-24-21
		SUBTOTAL	908.32		
		1/25/2021	0.00	Miscellaneous	Parks Class Refunds - FCC 01-18-21 to 01-25-21
		1/25/2021	22.08	Miscellaneous	Parks Class Refunds - MCC 01-18-21 to 01-25-21
		1/25/2021	0.00	Miscellaneous	Parks Class Refunds - Special Events 01-18-21 to 01-25-21
		1/25/2021	0.00	Miscellaneous	Parks Class Refunds - WREC 01-18-21 to 01-25-21
		SUBTOTAL	22.08		
		TOTAL	3,738,479.00		

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

**City of Vancouver
Payroll Council Report
January 19, 2021 - January 25, 2021**

[illegible]

\$ 2,953,624.08

Gregory Landing Comprehensive Plan and Zone Map Change

VANCOUVER
CITY HALL



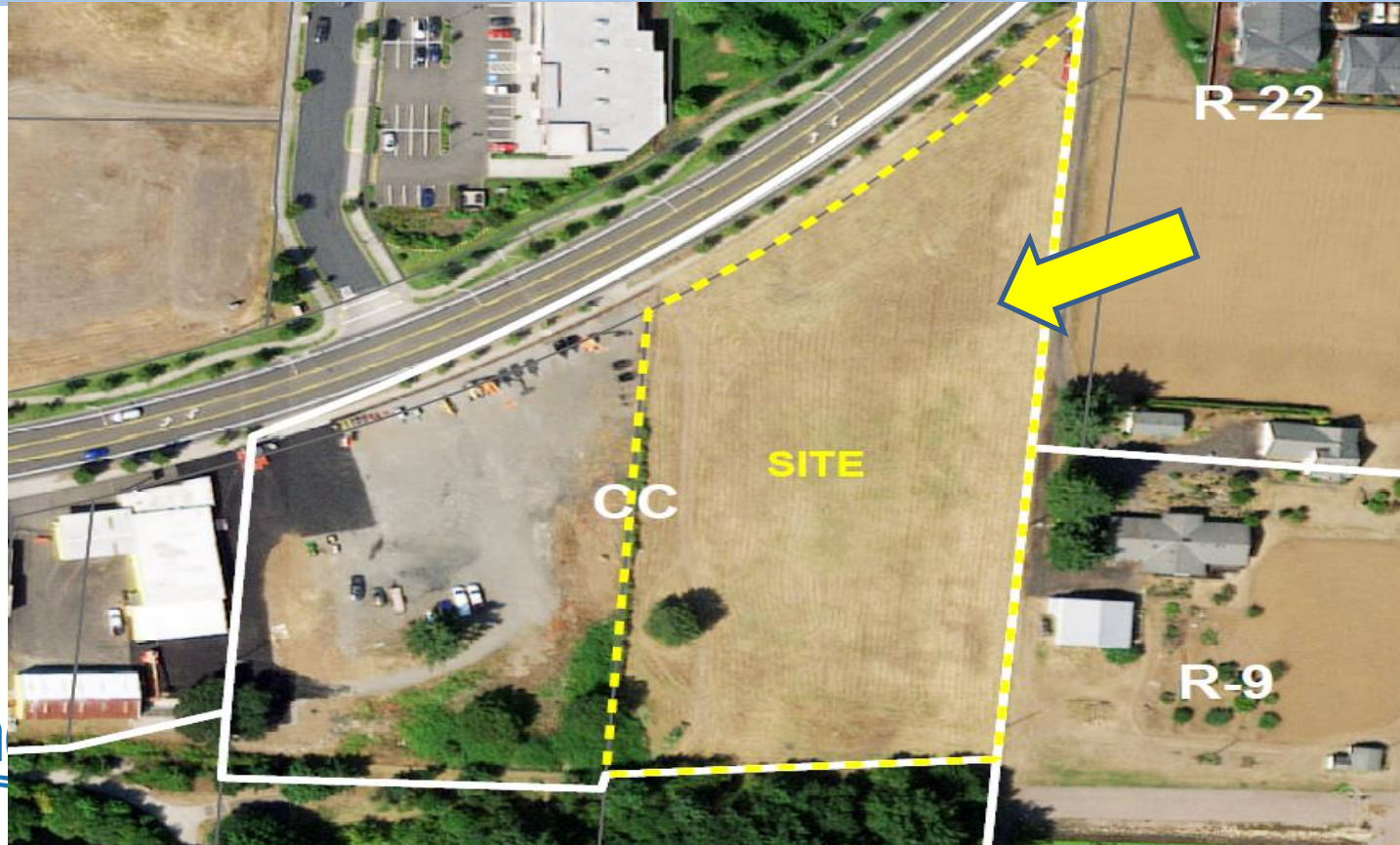
February 1, 2021

Vancouver City Council Public Hearing
Bryan Snodgrass, Principal Planner, Community
and Economic Development Department

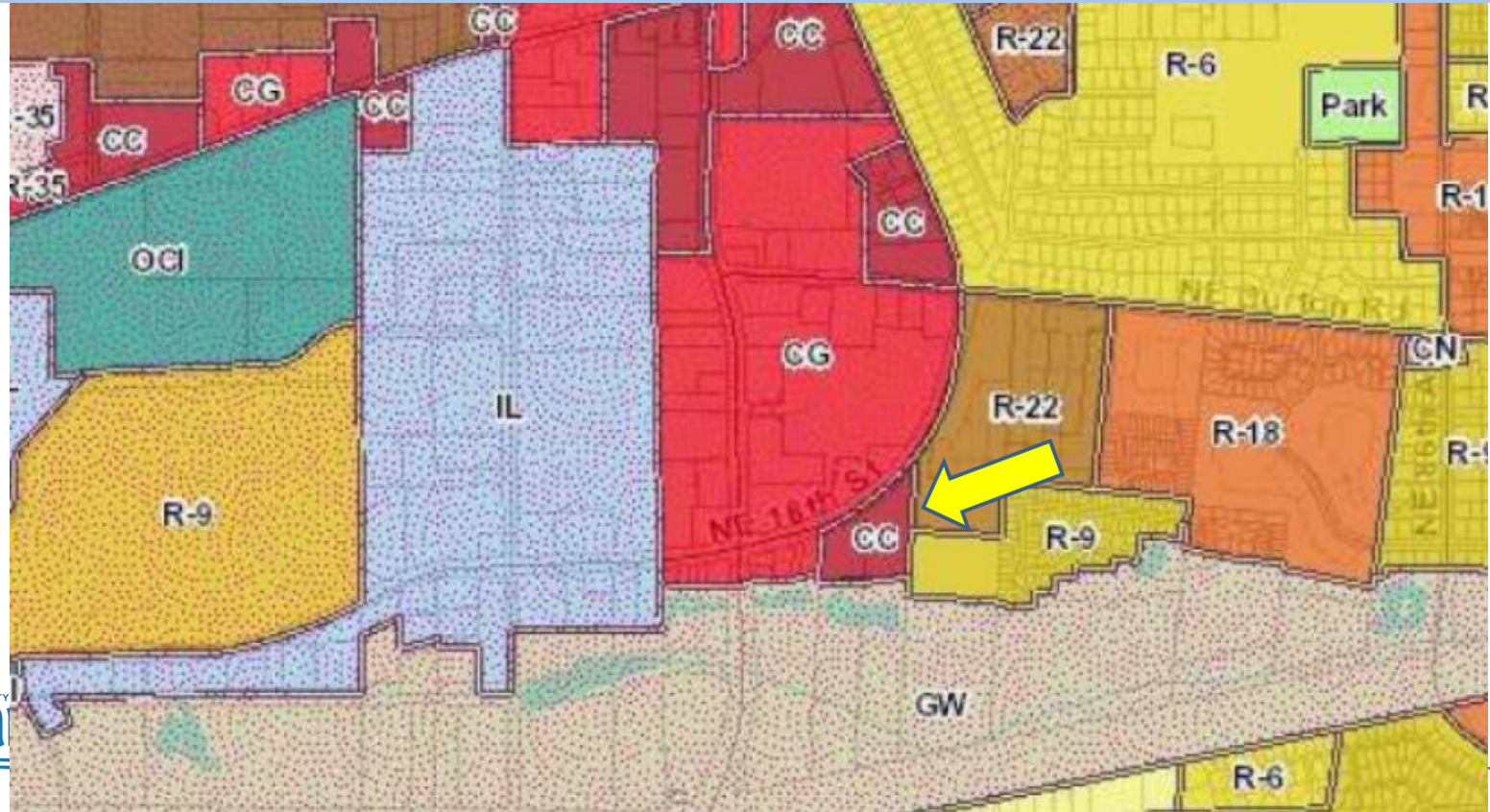
Presentation Overview

- Staff report on Gregory Landing proposal, Commercial/CC to Urban High Density/R-22 on 2.6 acres at 7401 NE 18th Street
- City Council questions, applicant and public testimony, Council deliberations and decision
- Previously reviewed at Council workshops at November 16 workshop, initial First Reading on December 14, and second First Reading on January 4.

CC to R-22 on 2.6 acres at 7401 NE 18th St.



Regional Zoning



Background Information

- Site surrounded by range of property types and zones. North across 18th street is an undeveloped portion of Winco Foods zoned CG. East is One Family Farm zoned CC. South is Burnt Bridge Creek greenway property zoned GW. West is undeveloped property zoned CC.
- Applicant's traffic study of "worst case" development indicates proposed R-22 could yield only half as many vehicle trips as existing CC

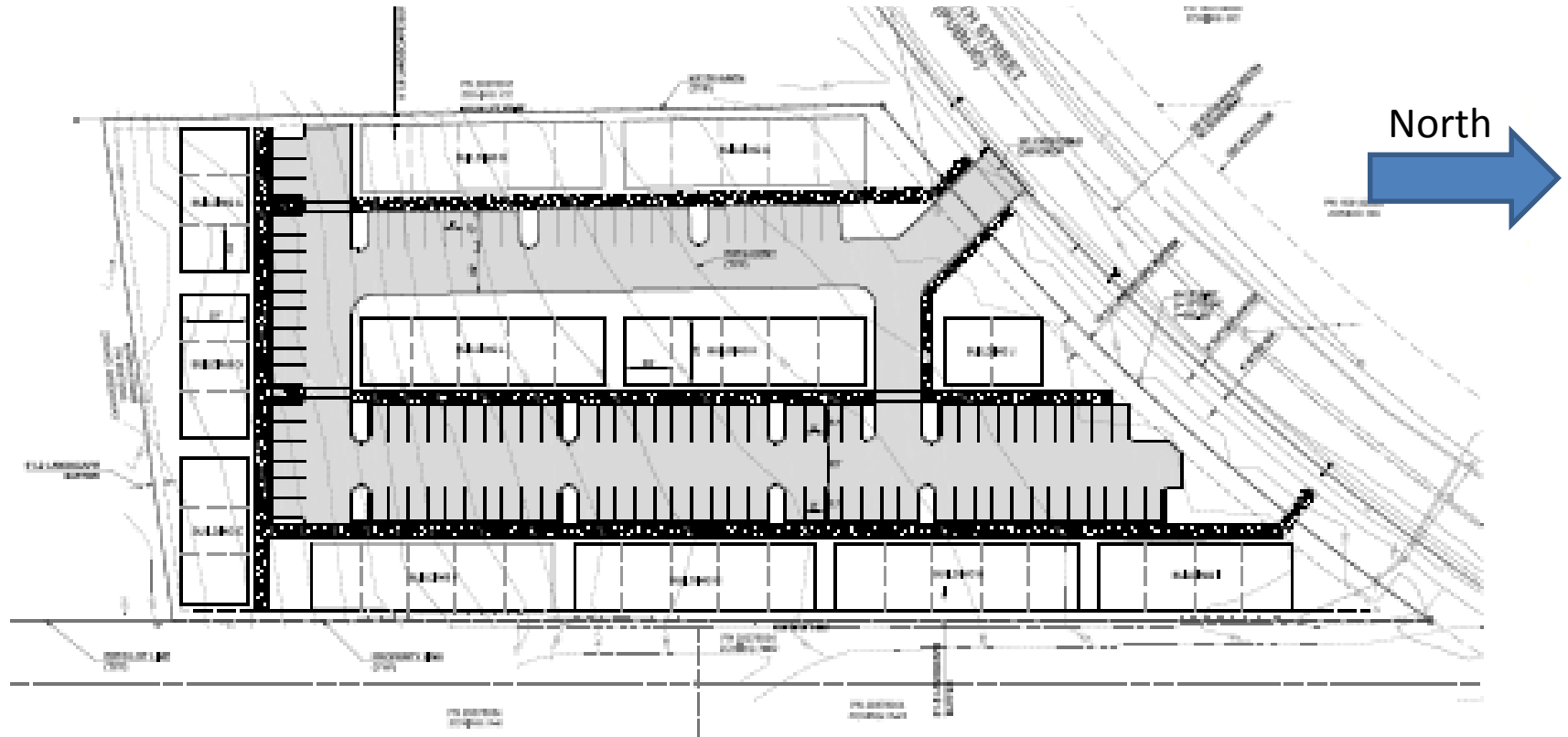
Background Information (continued)

- If rezone approved, applicant envisions submitting site plan proposal for 48 to 50- unit townhome development, consisting of 2 story, 4-bedroom units
- Applicant's July 2020 market study demonstrates general vicinity contains ample existing commercial uses and developable commercial land. A January 2021 update confirms vicinity has high levels of existing commercial uses, amid ongoing declines in local and regional retail markets exacerbated by the pandemic.

Background Information (continued)

- January 2021 study update also suggests a scarcity of 4-bedroom units, noting high occupancy rates, and low vacancy and listing rates. The study update also indicates documents high levels of cost burdened renter household among a range of incomes up to \$75,000 annually.
- The January 4 staff report attempts to address questions raised at the November Council workshop regarding citywide land supplies and the balance of jobs and housing.

Conceptual Future Site Plan



Staff Recommendation

- Staff recommends approval of map change proposal, which facilitates additional housing near services and amenities, at densities and apartment sizes that will likely expand nearby and citywide housing options.
- The proposal would remove a 2.6-acre site from the inventory of commercially zoned properties, but there are ample commercial uses and land in the vicinity.

Planning Commission Recommendation

- Planning Commission forward a recommendation to the Vancouver City Council to approve the proposed Comprehensive Plan and zoning map designation change from Commercial/CC to Urban High Density/R-22 based on the findings described herein and Planning Commission deliberation at the October 27 public hearing.

Questions , testimony, deliberations

- Bryan Snodgrass, Principal Planner, Community and Economic Development Department
bryan.snodgrass@cityofvancouver.us, 360-487-7946



Staff Report 003-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 2/1/2021

SUBJECT Proposed Comprehensive Plan and Zoning map designation change - Gregory Landing

Key Points

- The proposal would change map designations from Commercial/CC to Urban High Density Residential/R-22 on an undeveloped 2.6-acre property at 7401 NE 18th Street.
- Council directed the proposal be returned to staff at an initial December 14, 2020, first reading, in order to develop more information on the implications for jobs-housing balance in the context of overall city land supplies and map change trends. On December 21, 2020, Council directed staff to return the proposal for first reading on January 4, 2021.

Strategic Plan Alignment

N/A

Present Situation

The applicant indicates that development of a 48-unit townhome development will be proposed if the map designation change is approved, consisting of 3-4 bedroom units. In 2019, prior to the rezone application, the applicant obtained preliminary approval for a 125-unit mixed use market rate apartment building.

The Planning Commission unanimously recommended approval at an October 27 public hearing, finding that the applicant's market study (see page 13 of hearing staff report) demonstrated there is sufficient existing commercial development and undeveloped commercial land in the surrounding area, and the proposed change would allow for likely future development of attached 3-4 bedroom townhomes which would expand rental opportunities for families in the area. One person testified at the Planning Commission hearing requesting more information about community benefits and how to ensure they are realized by future development that occurs following zone changes.

As noted previously, citywide there were 533 acres of vacant or underutilized commercially zoned

land in 2018 according to the most recent Clark County modeling data available here, along with 1,192 acres of vacant or underutilized residential land. Local rezoning history was also considered by the Planning Commission in their review of this proposal, with data showing a recent trend towards proposed conversions of employment land to residential, but, with the exception of this year's Vancouver Innovation Center (VIC) proposal, in amounts that were small relative to available land supplies even when considered in the aggregate.

The following additional information has been gathered by staff:

- There are currently 1.26 jobs per dwelling unit in the City of Vancouver, with unincorporated Clark County and the small cities all registering less than one job per household. See Attachment A. Historically employment has tended to concentrate somewhat more closely near a metropolitan region's core than population. King County data also included in Attachment A indicates the strength of that region's economy, as well as the impacts of relatively newer suburban job growth. Most of the King County jurisdictions have higher jobs-to-housing ratios than Vancouver, with some of the suburban cities also well ahead of Seattle.
- Both jobs and housing are needed in healthy communities. Higher levels of jobs to housing are generally associated with better fiscal and economic health, and lesser transportation impacts with fewer long work commutes outside the jurisdiction. More jobs and fewer housing units can have negative impacts on housing accessibility and affordability. Neither Vancouver's Comprehensive Plan nor CREDC's Clark County Comprehensive Economic Development Plan proscribe a specific jobs-to-housing target ratio.
- Immediately available studies on jobs-to-housing balance focus on the transportation rather than economic and fiscal implications, and in that context some suggest ratios in the range of 1.3 to 1.5 jobs per housing unit generally represent balance, depending heavily on local circumstances. See [here](#) and [here](#).

Fully estimating whether Vancouver has adequate land supplies and policies to meet future economic needs requires a more thorough analysis, which will be incorporated in the next full Comprehensive Plan update scheduled to begin in 2022 and be completed by 2025.

Complicating the issue is the need to assess future implications of the pandemic, the sharing economy, e-commerce and new transportation technology, among other trends evident since the current Comprehensive Plan was adopted in 2011.

City criteria for evaluating the proposed rezone call for comparison of likely development under the existing and proposed designations. If the current CC zoning is maintained, it is unknown whether the property would develop for commercial and residential mixed use as proposed by the applicant in 2019, or commercial only. If R-22 zoning is established, it is likely but not certain to develop as attached 3-4 bedroom townhomes. The relative citywide prevalence or scarcity of 3-bedroom rental units was also considered by the Council as part of the recent 112th Avenue rezone, with relevant information available [here](#).

Advantage(s)

The rezone from CC to R-22 would allow for likely future development of attached 3- and 4-bedroom townhomes, which would expand rental opportunities for families in the general vicinity, in

an area that already contains ample commercial uses and commercially zoned land.

Disadvantage(s)

The rezone would remove 2.6 acres of developable commercial land and lessen associated economic activity.

Budget Impact

No significant impacts anticipated.

Prior Council Review

November 16, 2020 workshop (see memorandum including links to the full Planning Commission record); December 14, 2020 initial first reading.

Action Requested

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

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▢ Attachment A - Current Jobs-to-Housing Counts
- ▢ Attachment B - Ordinance
- ▢ Presentation

ATTACHMENT A

CURRENT JOBS-TO-HOUSING COUNTS

2019

Jurisdiction	Jobs	Housing	Ratio
Battle Ground	5,679	7,290	77.9%
Camas	8,577	8,678	98.8%
La Center	858	1,186	72.3%
Ridgefield	2,019	3,074	65.7%
Vancouver	99,110	78,646	126.0%
Washougal	3,675	6,364	57.7%
Yacolt	123	539	22.8%
Total incorporated	120,041	105,777	113.5%
Unincorporated	37,904	82,588	45.9%
Unknown/Woodland	927	53	NA
Total	158,872	188,418	84.3%

2019

Jurisdiction	Jobs	Housing	Ratio
Seattle	615,374	367,806	167.3%
Bellevue	154,178	62,372	247.2%
Redmond	100,187	28,619	350.1%
Kent	76,044	48,228	157.7%
Renton	66,893	42,855	156.1%
Kirkland	48,010	39,312	122.1%
Tukwila	45,879	8,445	543.3%
SeaTac	35,194	10,855	324.2%
Shoreline	17,215	24,127	71.4%
Burien	13,966	20,793	67.2%

2019

Jurisdiction	Jobs	Housing	Ratio
Clark County	158,872	188,418	84.3%
Clackamas County	168,167	170,716	98.5%
Multnomah County	516,926	359,802	143.7%
Washington County	301,657	234,162	128.8%
Yamhill County	36,722	39,901	92.0%

Sources:

Employment: Washington Employment Security Department/LMEA

Oregon Employment Department (excludes private household employers)

Clark data also excludes DSHS COPES employment (part of NAICS 624120)

Housing units: for Washington, OFM,
for Oregon, 2019 ACS 1-year
estimates

01/04/21
02/01/21

ORDINANCE NO. M _____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Vancouver Comprehensive Plan and zoning map designations for property at 7401 NE 18th Street, tax lot 29378002; providing for severability; and establishing an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted a Comprehensive Plan for the City of Vancouver (Ordinance M-3994), and Title 20 zoning standards (last amended through Ordinance M-4034); and

WHEREAS, the Vancouver Planning Commission reviewed the proposed changes at duly advertised work sessions on September 8, and October 13, 2020, and duly advertised public hearing on October 27, 2020, and at those hearings, in consideration of cumulative impacts of all the proposed Comprehensive Plan changes, voted to recommend approval of the Comprehensive Plan and zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised public work session on November 16, a first reading of the proposed ordinance on December 14, and a public hearing on December 21 2020, following which the Council directed that the proposal be rescheduled for first reading on January 4, 2021.

WHEREAS, following a duly advertised first reading on January 21 and duly advertised public hearing on February, the City Council agrees with the Planning Commission recommendations for changes addressed herein; and

WHEREAS, the cumulative environmental impacts of the proposed 2020 Comprehensive Plan and zoning changes have been reviewed and determined to be nonsignificant pursuant to the

State Environmental Policy Act. Notices of Determinations of Non-significance (DNS) were issued on September 23, 2020 for the proposed Comprehensive Plan and zoning text changes, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the policies and provisions of the Comprehensive Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff reports, testimony and deliberation for the October 27, 2020 public hearing, are hereby adopted as the City Council's findings of fact; and

Section 2. Comprehensive Plan Map Amendment. The Vancouver Comprehensive Plan Land Use Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to change the Comprehensive Plan Land Use Map designation on 7401 NE 18th St , Tax Lot # 29378002 from Commercial to Urban High Density.

Section 3. Zoning Code Map Amendments. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended on 7401 NE 18th Street, Tax Lot # 29378002 from CC to R-22.

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 60 days after adoption.

Section 6. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathon Young, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending Vancouver Comprehensive Plan and zoning map designations for property at 7401 NE 18th Street, tax lot 29378002; providing for severability; and establishing an effective date.

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



MEMORANDUM

DATE: February 1, 2021

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement Program – Executive Steering Group Meeting #3**

The third meeting of the Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) occurred on Wednesday, January 20th. Mayor McEnerny-Ogle and City Manager Eric Holmes represented the City of Vancouver at the meeting, supported by Aaron Lande, Policy & Program Manager.

The topics discussed at the January 20th ESG meeting topics focused on finalizing the engagement and project governance structure, including community involvement and equity and inclusion work, as well as an overview of the approach to establishing purpose and need and addressing the overall project funding and financing issues.

[Details and meeting materials can be found here.](#) Slides 12-16 of the ESG presentation list the Community Advisory Group members.

The next ESG meeting is scheduled for February 17th and the proposed topics are an overview of the launch of the community engagement activities, updates and inputs from the Community Advisory Group (CAG) and Equity Advisory Group (EAG), continued discussion of Purpose & Needs and Community Vision & Values.