Federal Affairs Update

Introduction

- History of Success
- 2021 Successes and Update
- Bipartisan Infrastructure Bill
- Build Back Better Act
- City's 2022 Federal Agenda
- 2022 Legislative Preview

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History of Success

Over $28.69 million in federal earmarks and grants secured since 2008 ($2.4 million/year)

Waterfront Redevelopment Project	**$13.35 million**
East 5th Street and NPS Parking Improvement	**$1.8 million**
Firefighter Equipment and Training	**$2.62 million**
13 Firefighters	**$2.3 million**
10 Police Officers	**$1.25 million**
Police Records Management	**$1 million**
Brownfields Assessments	**$1 million**
Mill Plain/SE 136th	**$300,000**
Evergreen Trail Planning	**$100,000**
Child Sexual Predator Grant	**$493,000**

Policy Items

CARES Relief - $10.4 million

Stormwater Fee (Save $100k/year)

D Block Spectrum

Molina on Rail Safety Board

Pearson Box Eliminated

3% Withholding Tax Eliminate

DOT Crude-by-Rail Improvements

New Freight Program (I-5 Bridge)

2021 Successes and Advocacy

Congressionally Directed Spending (CDS)

• 1st Street Improvement Project (Murray/Cantwell)	$2,500,000
• Vancouver Police Cameras (JHB)	$1,500,000
• Vancouver Police Cameras (Cantwell)	$1,500,000
Total:	$5,500,000

CDS Submitted Projects

- Fourth Plain Commons Commercial Kitchen (Murray/Cantwell)

Grants

• Project Home Safe	$218,008
• 1st Street Improvements (pending)	$2,500,000

Policy Items

• American Rescue Plan Act (ARPA) - Vancouver	$33.1 million
• Infrastructure Package	$1.2 Trillion

Infrastructure and Jobs Act (IIJA) - Overview

$1.2 trillion total - $550 billion in new spending over 5 years

- Transportation — $284 billion
- Water Infrastructure — $55 billion
- Broadband — $65 billion
- Energy and Power — $73 billion
- Environmental Remediation — $21 billion
- Western Water — $8.3 billion
- Resiliency — $46 billion

Infrastructure and Jobs Act (IIJA) DOT Competitive Programs

- Existing Competitive Programs (Over 5 years)
  - **INFRA program – Freight Mobility** **$8 billion**
  - **FTA's New Starts program – High-Capacity Transit** **$8 billion**
  - **RAISE/BUILD/TIGER program – Regional Transportation Projects** **$7.5 billion**
  - Transportation Alternatives Program - in Trails/Bike/Ped $6.5 billion (63% increase)

- New Competitive Programs (Over 5 years)
  - **Mega Projects grant program** **$5 billion**
  - **Bridge Replacement grant program** (must fully fund project) **$9.2 billion**
  - "Safe Streets for All" grant program $5 billion
  - "Healthy Streets" grant program $500 million
  - **Reconnecting Communities** **$500 million**
  - Railroad Crossing Elimination $3 billion
  - Electric Vehicle and other alternative fuel infrastructure program $7.5 billion
  - Culvert Removal and Replacement $4 billion

Infrastructure and Jobs Act (IIJA) Formula and Other Programs

- Formula Increases
  - States will receive a 30% Increase in highway formula funds — $5.3 billion for WA
    - Includes National Highway Program, Surface Transportation Block Grant
    - Highway Safety, Rail Crossing, CMAQ, Bridge Replacement, EV's, etc.
  - States will receive 34% increase in transit formula funds — $1.79 billion for WA
  - Drinking Water and Clean Water State Revolving Fund — $23.4 billion
    - 49% for grants
  - Energy Efficiency Block Grants — $550 million
  - Weatherization Assistance Program — $3.5 billion
- Other Competitive Programs
  - Western Water Infrastructure — $8 billion
  - Broadband Deployment — $45.45 billion
  - Corps of Engineers — $9.55 billion
  - FEMA BRIC (Resiliency) — $1 billion
  - EPA Brownfields — $1.5 billion
  - Improve Recycling — $75 million

Build Back Better Act

- "Human" Infrastructure/Social Safety Net
  - $1.75 trillion over 10 years, invest in climate change, families, expanding health care and addressing the housing crisis--Offset by tax increases on corporations and the wealthy
- Climate Provisions
  - Incentivize actions that help mitigate climate change—such as tax credits for EVs and rewarding the production and use of green energy
  - Purchases EVs for the federal government and opens federal waters to offshore wind energy production
- Housing Provisions
  - Expands Low-Income Housing Tax Credits
  - Provides direct federal funding and state-based grants for construction and redevelopment of public housing
  - Establishes new programs to help lower-income families and first-generation homebuyers purchase a home
- Family Provisions
  - Establishes universal pre-school for 3- and 4-year-olds and subsidizes childcare
  - Provides four weeks of paid family leave

2022 Federal Agenda

Grow a More Prosperous City

• I-5 Bridge Replacement	Policy Item
• 32nd Avenue Extension	Funding Request
• Municipal Bonds; Restore Advanced Refunding	Policy Item
• Protect Housing, Transportation Economic Development Programs	Policy Item
• Reform NHTSA Safety Regulations	Policy Item

2022 Federal Agenda

Invest in a Safe and Welcoming Community

Sewer Connection Incentive Program	Funding Request
Vancouver Heights	Funding Request
AFG, Heavy Rescue Vehicles, Chest Compression Devices, Home Safe	Funding Request
Fourth Plain Commons	Funding Request
Sustainability, Resilience and Climate Change	Policy Item
Affordable Housing and Homeless Assistance	Policy Item

2022 Federal Agenda

Become a More Vibrant City

• Preserve States Rights	Policy Item
• Regulatory Concerns and Unfunded Mandates	Policy Item

2022 Federal Preview

- Debt Limit
- Build Back Better
- FY22 Appropriations (needed for BIL)
- Earmark Submissions
- Infrastructure Rollout and Implementation
- Roe v Wade
- Covid Curveballs
- 2022 Mid-Term Election

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Questions?

Visit Vancouver USA Contract & Lodging Tax Update

December 6, 2021
City Council Workshop

CITY OF Vancouver WASHINGTON

Teresa Brum, Economic Development Division Manager
Cliff Myers, President & CEO, Visit Vancouver USA

Presentation Overview

- Lodging Tax Advisory Committee Recommendations
- Visit Vancouver USA Comments
- Questions and Discussion

Lodging Tax

Any city, town, or county has the authority to levy lodging taxes, also known as "hotel/motel taxes," on all charges for furnishing lodging at hotels, motels, and short-term rentals…for periods of time less than 30 days.

The tax is collected as a sales tax and paid by the customer at the time of the transaction, and the revenues must be used for eligible tourism promotion activities or tourism-related facilities.

Lodging Tax Program in Vancouver

RCW 67.28.180 allows municipalities to impose a 4% tax on stays of less than 30 days at hotels, motels and bed & breakfasts

- 50% of Vancouver's lodging tax fund is dedicated to the debt service and capital improvements on the Hotel/Convention Center
- Of the remaining 50% lodging tax funds, funds in excess to the needs of the Convention Center are available for community projects through a competitive grant program. And, since 2019, 15% was set aside for Visit Vancouver.

Lodging Tax Revenue Collection in Vancouver

- During 2020 the City collected $1,518,964 in the Lodging tax revenue. 50% of that was supporting the debt service on the Convention Center. There was not enough revenue to fully fund the debt service, so DRA reserves were utilized. In 2021 we are on track to get approximately $2 million in the lodging tax. The City's guarantee (if there is not sufficient revenue to pay for the debt service) is $2.6 mil annually.
- Pre-pandemic, the annual revenue (for both, the debt service and other) totaled approximately $2.5-2.6 million per year.
- The only expenditures out of the fund were the transfer to support the debt service, payment to the Visit Vancouver, the cost of administrative support and grants.

-Natasha Ramras, City of Vancouver CFO

LTAC Role

- Lodging Tax Advisory Committee provides funding recommendations to City Council:
  - City of Vancouver contracts with Visit Vancouver USA for visitor services from Lodging Tax; contract expires 12/31/2021
  - A Lodging Tax grant fund is typically allocated annually by City Council

Lodging Tax Advisory Committee

Linda Glover, City Councilmember; Chair			
LTAC Member	Organization	Hotel/Nonprofit	Term
Jordan Boldt	Vancouver Farmer's Market	Nonprofit	9/28/2022
Brad Richardson	Clark Co. Historical Society	Nonprofit	9/28/2022
Linda Reid	Clark Co. Mural Society	Nonprofit	9/28/2022
Vacancy		Nonprofit	To be appointed*
Steve Bowers	HHM hotel group	Hotel	9/28/2022
Kari Jonassen	Vesta Hospitality	Hotel	9/28/2022
Mike McLeod	Hilton	Hotel	9/28/2022
Carla Rise	Sonesta Hotels	Hotel	9/28/2022

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LTAC Meetings on and 10/22 and 11/3

Visit Vancouver presentation to LTAC:

- Visit Vancouver's funding is the lowest of 11 comparable cities.
- There are now 38+ hotels and over 3,000 hotel rooms in the local market. Additional marketing dollars are needed to help fill hotels.
- Visit Vancouver plans to increase <u>three</u> funding sources: Lodging tax + private funding + Tourism Promotion Area funding from $2 to $5.
- Result of increased marketing:
    - 2.5% incremental growth in total annual visitor spending
    - ROI of 10 to 1

Projected Results of Additional Funding

- 5200 More Group Room Nights
- 100 More Sports Events Annually
- Triple leisure visitors
- Reach 100,000 new visitors regionally through marketing
- Vancouver's first tourism plan will respond to current conditions and plan for the future.

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LTAC Recommendations on 11/3/2021

- One year pilot program with Visit Vancouver with funding increased to **$700,000**
- New Scope of work
    - Ongoing organizational support
    - New deliverable: Increased marketing
    - New deliverable: A tourism plan
    - New deliverable: True up at the end of 2022

- **$125k** fund for Lodging Tax Grant Program for 2022

- **$700,000 + $125,000 = $825,000 from Lodging Tax Revenue**

Timeline

12/6/21	City Council workshop
12/13/21	City Council review Visit Vancouver contract
Q1 2022	Announce Lodging Tax grants
Q2-Q3 2022	LTAC review Lodging Tax grant applications
	LTAC review Visit Vancouver Pilot Program
Q4 2022	City Council review grant recommendations
	City Council review 2022 Visit Vancouver contract

Questions and Discussion

Teresa Brum, Ec. Dev. Division Manager
360-487-7949 teresa.brum@cityofvancouver.us

Cliff Myers, President & CEO, Visit Vancouver USA
360-750-1553 cmyers@visitvancouver.usa.com

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Item #1.

Staff Report 179-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Enter into an Enterprise Agreement (EA) for GIS software and services with Esri

Key Points

- The City has utilized Environmental Systems Research Institute, Inc. (Esri) GIS software and services for more than 20 years to meet its mapping and geospatial data needs.
- The City and Clark County have partnered together over this same period to share data and maps using Esri GIS servers and software.
- The proposed agreement will continue to allow all City staff access to GIS software via desktop, web and mobile applications.
- In December 2018, Council added Esri to the list of Legacy Technology Systems suppliers, recognizing that enterprise software systems are a long-term investment, and the City will continue procuring software, maintenance and services from Esri on an on-going basis.

Strategic Plan Alignment

N/A

Present Situation

The City currently purchases Esri software and services via a 3-year Enterprise Agreement, which expires on December 31, 2021. The City uses Esri software as the foundation for its GIS servers, services and ArcGIS Online Portal. The City's data and map collaboration with Clark County's GIS division is accomplished via Esri's software.

The City is requesting authorization to renew the 3-year Small Municipal and County Government Enterprise Agreement (EA) with Esri, which covers the period from 1/1/2022 through 12/31/2024.

Advantage(s)

1. Provides software maintenance for the City's GIS hosted platform and on-premise GIS servers
2. Allows all employees to utilize Esri's software and access Esri mapping capabilities.

3. Allows citizens to access City maps and map data via the Esri hosted platform.

Disadvantage(s)

None.

Budget Impact

The 3-year cost for the Esri Enterprise Agreement is $520,800, including taxes, for fiscal years 2022 through 2024. Budget is sufficient to cover anticipated expenditures.

Prior Council Review

- Staff Report No. 196-18: Authorization to enter into a Small Municipal and County Government Enterprise Agreement (EA) with the GIS vendor Environmental Systems Research Institute, Inc. (ESRI).
- Staff Report No. 103-14: Sole source authorization to purchase software/hardware upgrade and maintenance services and certain professional services of City's legacy technology systems.

Action Requested

Authorize the City Manager or their designee to sign a 3-year Enterprise Agreement with Esri in the amount of $520,800, including tax, for the purchase of GIS software, systems and services.

Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- Esri Agreement Q-450948

September 3, 2021

Aman Singh
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Aman,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri’s Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

John Ruffing

Quotation # Q-450948

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853   Fax: (909) 307-3049
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

Date: November 11, 2021

Customer # 8116   Contract # 00300188.8/09121

City of Vancouver
Information Technology
PO Box 1995
Vancouver, WA 98668-1995

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 8/19/2021 To: 2/15/2022

ATTENTION: Aman Singh
PHONE: (360) 487-7654
EMAIL: aman.singh@cityofvancouver.us

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$150,000.00	$150,000.00
		Populations of 150,001-250,000 Small Government Term Enterprise License Agreement		
168182	1	Year 2	$165,000.00	$165,000.00
		Populations of 150,001-250,000 Small Government Term Enterprise License Agreement		
168182	1	Year 3	$165,000.00	$165,000.00
		Populations of 150,001-250,000 Small Government Term Enterprise License Agreement		

Subtotal:	$480,000.00
Sales Tax:	$40,800.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$520,800.00

This order is subject to State of Washington Contract # A11-MST-563 (09712). No other terms shall apply

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
John Ruffing	jruffing@esri.com	360-754-4727 x8907

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

RUFFINGJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ___________

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities
Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: _________________________________
Authorized Signature

Printed Name: _________________________________

Title: _________________________________

Date: _________________________________

CUSTOMER CONTACT INFORMATION

Contact: _________________________________

Address: _________________________________

City, State, Postal Code: _________________________________

Country: _________________________________

Quotation Number (if applicable): _________________

Telephone: _________________________________

Fax: _________________________________

E-mail: _________________________________

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Item #2.

Staff Report 180-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Bid Award for On-Call Tree Pruning and Removal, ITB 21-33

Key Points

- Invitation to Bid #21-33 was released in October 2021 for On-Call Tree Pruning and Removal services
- Three bids were received
- The existing contract for On-Call Tree Pruning and Removal is set to expire December 31, 2021 and the not-to-exceed amount has almost been fully utilized under the current contract.

Strategic Plan Alignment

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

Goal 2, Objective 2.2: Increase the level of emergency preparedness in the City as an organization and in the community.

Goal 4, Objective 4.1: Increase maintenance levels and accessibility to parks.

Present Situation

The City of Vancouver considers trees community assets that provide multiple benefits including clean air and water. The City does not have sufficient staff or equipment dedicated for professional tree pruning and removal; therefore, the City has contracted with the private sector for much of our tree pruning and removal needs of our public trees. This contract provides for one professional tree care company to perform proper pruning and/or removal of trees on an as needed basis.

The contract is a one-year contract with an option for three (3) one-year extensions. Extension(s) are at the option of the City.

A call for bids was issued, and the City received three (3) responsive and responsible bids:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
General Tree Service, Beaverton, OR	$607,606.51
Arborscape LTD Inc., Vancouver, WA	$673,144.85
TreeWise LLC, Vancouver, WA	$936,245.96
Engineer's Estimate	$500,000 per year

Advantage(s)

1. One contractor will be responsible for pruning and removal of trees, which will ensure consistent practices and care and will also lessen City contract administrative oversight.
2. Minimizes the need for the City to invest in specialized equipment and additional trained staff.
3. Offers flexibility to the City when responding to storm damage or other emergencies and needs.
4. Providing proper tree care extends the life of the asset enabling it to work more efficiently and provide more benefits over its lifetime.
5. The increase in tree health will enhance community identity, economic vitality, and quality of life by giving citizens a healthier environment.

Disadvantage(s)

None

Budget Impact

Because the service is used on an on-call basis as needed, budgetary impact will vary based on utilization. The past few years, the City has spent in the range of $200,000 to $300,000 annually. It is anticipated that similar services will cost the City closer to $600,000 annually under this contract, not to exceed $2,400,000 over four (4) years. The 2022 budget will be adjusted in the next supplemental budget action to reflect the higher contractual costs for this service.

Prior Council Review

- On October 4, 2021, by Staff Report 148-21, Council approved a rejection of all bids for the On-Call Tree Pruning and Removal, ITB 21-30 project and directed City Staff to re-advertise the project.
- Existing contract was awarded on October 17, 2016 by Staff Report 138-16 and expires December 31, 2021, as no further extensions are available.

Action Requested

On December 6, 2021, award a contract for the On-Call Tree Pruning and Removal Contract to the lowest responsive and responsible bidder, General Tree Service, of Beaverton, OR, in an amount not to exceed $2,400,000 over four (4) years, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with General Tree Service for the same.

Charles Ray, Urban Forester, 360-487-8328

ATTACHMENTS:

- Contract

CONTRACT # _______________
ITB 21-33: Tree Pruning and Removal – Re-Bid

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and General Tree Service hereinafter referred to as "Contractor," whose address is 6795 SW 11th Ave, Beaverton, OR 97008, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Tree Pruning and Removal – Re-Bid. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-33 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 perform professional tree pruning and/or removal of trees designated by the City on an as needed basis and providing all equipment, labor, cleanup, disposal of debris all in accordance with the attached Special Provisions, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

   The City intends to award this contract for an initial period of one (1) year with an option to extend three (3) additional years.

   This is a Unit Priced Contract in accordance with RCW 35.22, the City reserves the right to perform work using this Contract, or using City staff, or other contractors, or through any mechanism available to the City. This Contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

   Each individual project shall be performed upon Contractor's receipt of a City issued Purchase Order. Contractor shall commence work on the date specified on the Purchase Order and within the allowable Working Days specified on the Purchase Order.

   The period of the Bid's prices shall be for one (1) year, commencing on the effective date of the Contract. This Contract shall have prevailing wage rates updated annually. An Intent to Pay Prevailing Wages must be filed at the beginning of this Contract and an Affidavit of Wages Paid for prevailing wages paid must be submitted annually for all work completed within the previous twelve (12) month period of this Contract.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.

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

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

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

6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and

the laws of the State of Washington, the following sum as indicated, which amount does includes 8.5% Washington State Sales Tax (if applicable) $600,000.

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

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

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond for Work Orders greater than $35,000, in the forms prescribed by the City of Vancouver, in the full amount of the Work Order 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 one contract year and shall be updated annually. 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 for Work Orders greater than $35,000. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

13. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including

costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

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

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

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

18. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not,

as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

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

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

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

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

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

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

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

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

the Contractor and it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

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

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

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

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

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

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

31. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
    1. Amendments to the Contract,
    2. This Contract,
    3. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Proposal,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    9. General Conditions for Facility Construction,

10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

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

Anna Vogel City of Vancouver 415 W 6th St. PO Box 1995 Vancouver WA 98668-1995	James W Sherwood General Tree Service 6795 SW 111th Ave Beaverton, OR 97008

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:
General Tree Service

____
Eric Holmes, City Manager

____
By: (Proprietor, partner, or corporate president must sign)

Attest:

____
Natasha Ramras, City Clerk

____
Printed Name

____
Title

Approved as to form:

____
Jonathan Young, City Attorney

Staff Report 181-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Lease Agreement with Del Sol Inc.

Key Points

- Del Sol, Inc. will lease 2,200 square feet of commercial space at 5107 E. Fourth Plain Blvd., Vancouver for a period of two (2) years.
- The lease rate will be $10.82 per square foot with a 2% escalation at year 2.
- Lease revenue over term - $48,092.00

Strategic Plan Alignment

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

Present Situation

Del Sol, Inc. is a janitorial and property maintenance company currently headquartered in Pasco, Washington, with contracts locally in Vancouver. In 2019 the City of Vancouver produced an RFP to provide janitorial services to the City of Vancouver. Del Sol, Inc. was awarded this contract. In order to provide services in Vancouver, Washington, Del Sol, Inc. was in need of a location to set up their business. The City had space available in one of its office buildings located at 5107 E. Fourth Plain Blvd. Locating in this building has allowed Del Sol to not only provide services to the City of Vancouver but has also allowed them to grow their business and increase their customer base in the area.

It is proposed to enter into a lease agreement with Del Sol for approximately 2,200 square feet for a two-year (2-year) period with one 1-year option to extend. Rent will be $10.82 per square foot plus leasehold tax and will escalate 2% in year two of the Lease. This rate is consistent with the other tenants in the building.

Advantage(s)

Provides predictable rental revenue stream for the next 2 years.

Disadvantage(s)

None anticipated

Budget Impact

The City will realize a positive cash flow that can be generated back to the debt service of the building. The revenue is split between the General fund (40%) and the Water fund (60%) , based on the ownership proportionality of the Operations Center property.

Prior Council Review

None

Action Requested

Ratify the Lease Agreement between City of Vancouver and Del Sol, Inc. and authorize the City Manager or his designee to execute the document.

Linda Carlson, Property Management Specialist, 360-487-8423

ATTACHMENTS:

- Lease Agreement with Exhibits

LEASE AGREEMENT

This is a lease between the City of Vancouver, a municipal corporation and first class city of the State of Washington, (Lessor) and Del Sol Inc., a Washington state corporation (Lessee), by which the Lessee leases certain space in a building from the Lessor. It is hereby agreed between the parties as follows:

1. Premises. The Lessor hereby leases to the Lessee a portion of the space in that certain building to be known as the "Zhen Building" at 5107 E. Fourth Plain Blvd., Vancouver, WA 98661, legally described as Clark County Assessor Parcel 030239-050 (Premises); such space having a floor area of approximately 2,200 square feet, as identified in attached Exhibit "A".

2. Condition of Premises. Lessee acknowledges Lessee is familiar with the Premises, has made a full inspection of the Premises and agrees to accept the Premises in its present condition, as is, and as suitable to meet Lessee's needs.

3. Improvements. Lessee shall make no alterations, additions, modifications, replacements or improvements to either the interior or the exterior of the leased Premises during the term of this lease, without obtaining Lessor's prior written approval. The cost of any improvements required to support the particular operating needs of the Lessee shall be the responsibility of the Lessee. Any Lessee improvements, including signage, must be approved by the Lessor and shall be made at the Lessee's sole expense. Title to all improvements constructed, installed or attached to the premises shall rest in the Lessor.

4. Americans with Disabilities Act (ADA). Lessee acknowledges awareness of the ADA. Lessee agrees that all Lessee initiated or requested improvements, alterations, additions and Lessee's uses of the Premises shall comply with the requirements of the ADA. The cost of any ADA improvements required in conjunction with any improvements initiated or requested by the Lessee shall be the sole obligation of the Lessee; otherwise the cost shall be the sole obligation of the Lessor.

5. Term. The term of the Lease shall be for two (2) years commencing February 1, 2022, and ending on January 31, 2024. At the end of two (2) years, Lessee shall have the option to renew the Lease for an additional one (1) year period at the sole discretion of the Lessor of which shall not be unreasonably withheld. Either party may terminate this agreement for any reason by giving six (6) months written notice to the other.

6. Rent. Lessee shall pay to Lessor as Rent for the Premises equal monthly payments per the schedule below, in advance, on the first day of each month of the Term hereof. Lessee shall pay Lessor upon the execution hereof $1,983.67 as Rent for the first month. Rent for any period during the Term hereof which is for less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United

States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing.

Year	Base Rent Annual Per Square Foot	Monthly Rent
February 1, 2022 – January 31, 2023	$10.82	$1,983.67
February 1, 2023 – January 31, 2024	$11.04	$2,024.00

7. Parking. Lessee understands that parking is apportioned in conformity with controlling zoning ordinances and that Lessor shall have the right to make such regulations as Lessor deems desirable for the control of parking automobiles on the leased Premises. Parking is assigned per unit and is not to be exceeded during business hours unless assigned beforehand. No parking on the north end of the building. Your unit will be allowed 4 parking spots at the front of the building, as shown on attached Exhibit "B". These spaces may be marked with signage at the Lessee's sole expense and in conformity with other signage and can be placed upon the fence to mark your spaces. Lessee shall be responsible for assigning said spaces to its employees and assuring that its employees do not park in public spaces set aside for customer parking or those spaces assigned to other tenants. Additional customer parking (unassigned) is provided at the back of the parking lot on a first come basis, as shown on attached Exhibit "B". Please respect the other tenant's parking privileges and comply with parking rules. Any vehicles left in the parking lot overnight may be towed at the owner's expense unless prior agreement has been made to do so.

8. Utilities, Services and Taxes. The Lessee shall provide for all necessary janitorial services and will promptly pay all charges for utility services, including electric, gas and garbage. Lessee shall provide for the expenses necessary for the daily operation of Lessee, including the cost of all consumables such as paper goods, lamps, etc. Rental rate is inclusive of all taxes. Lessee shall keep the premises and all items therein installed by Lessee in good condition, except only for reasonable wear and tear. Lessor will promptly pay all charges for water, sewer and stormwater.

9. Maintenance. The Lessor will at all times maintain the structural and mechanical components of the building, including heating and air conditioning, electrical, plumbing, roof, doors, windows and other permanent fixtures, except that those improvements, including specialized electrical, heating and air conditioning, directly related to the operation of the Lessee, shall be the responsibility of the Lessee. The Lessee shall be responsible for any and all damages to the building arising from the Lessee operations, acts or omissions of its employees, agents, invitees or licensees.

10. Inspection. Lessee shall allow the City's authorized representatives access to the leased Premises at all reasonable hours for the purpose of examining and inspecting said Premises for the purposes necessary, incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

11. Permitted Use. Tenant shall use the Property only for conducting the following business and for no other purpose without Landlord's written consent: Office and storage for commercial and residential janitorial & property maintenance service.

12. Sublease. Lessee shall not have the right to sublease all or any of the leased space

13. Indemnity. The Lessee agrees fully to indemnify and save and hold harmless the Lessor from and against all claims and actions and all expenses incidental to the investigation and defense thereof based upon or arising out of damage or injuries to third persons, or their property, or to the leased Premises caused by the fault or the negligence of the Lessee, its agents or employees, in the use or occupancy by the Lessee of the Premises covered by this agreement provided, however, that the Lessee shall not be liable for any injury, damage or loss to the extent such injury, damage or loss is caused by the sole negligence of the Lessor, its agents or employees. This indemnity agreement shall include any claim made against the indemnitor by an employee of the indemnitee, or by an employee of a contractor of the indemnitee, even if the indemnitee or contractor is immune from liability under the Worker's Compensation statutes or similar statute or program.

14. Liability Insurance. Lessee agrees to carry and keep in force general liability insurance covering personal injury and death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims and actions aforesaid. Without limiting its liabilities aforesaid, Lessee agrees to maintain with insurance underwriter satisfactory to Lessor a standard form of policy or policies of insurance in a sum of not less than $1,000,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name Lessor as an additional insured and a certificate outlining said coverage shall be on file with the City Risk Manager within fifteen (15) days of the signing of this lease.

15. Fire Insurance. The Lessor shall provide and keep in force fire insurance coverage, including the extended coverage endorsement, upon the Lessor's property to the full insurable value thereof. All proceeds of any such insurance shall be payable to Lessor. Such insurance coverage purchased by Lessor will not provide coverage for any contents nor Lessee improvements in or on the Premises. Lessor has the right to elect to self-insure such exposure(s).

16. Subrogation. The Lessor and the Lessee as further consideration for the execution of this agreement to each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carriers all claims of recovery for loss, damage or injuries sustained by Lessor and the Lessee and arising out of or incident to fire or explosion in, on or about the Premises and including other perils included in the standard fire policies with extended coverage endorsement attached as used in the State of Washington, whether such loss, damage or injury is due to the negligence of said Lessor or Lessee, their agents or employees, or otherwise; provided, however, that this agreement shall be dependent upon both the Lessor and the Lessee having the contractual right with their respective insurance carriers to waive subrogation.

17. Storage, Trash. Lessee shall not store anything outside except in areas approved by Lessor. The design and location of screens for storage areas must be approved by Lessor. Trash and garbage receptacles shall be kept covered. Lessee shall dispose of trash and other matter in a manner acceptable to Lessor, at Lessee's expense.

18. Signs. Lessee will obtain Lessor's prior approval of the location, design, size, color, materials, and other details of any signs to be located on the Premises. Signs will be designed and constructed in compliance with city and county sign codes.

19. Laws, ordinances, etc. Lessee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county, and municipal governments which may be applicable to its operations.

20. Warranties and Guarantees. Except as hereinafter provided, the Lessor makes no warranty, guaranty or averment of any nature whatsoever concerning the condition of the leased Premises, including the physical condition thereof, or any condition which may affect the leased Premises, and it is agreed the Lessor will not be responsible for any loss, damage, or costs which may be incurred by Lessee by reason of any such condition or conditions.

21. Redelivery: Upon termination of this lease through the passage of time or otherwise, Lessee shall have no further right or interest in the leased Premises and the Lessor shall be entitled to have the leased Premises returned to it immediately.

22. Holding over. In the event Lessee shall hold over and remain in possession of the leased Premises after the expiration of this agreement, without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this agreement, but shall only create a tenancy for month to month which may be terminated at any time by Lessor. Rent during such month to month holdover period shall be at a rate of one hundred fifty percent (150%) of the current rent at the expiration of the agreement.

23. Non-waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of rent or of any other payment by Lessor from Lessee after any default by Lessee shall not constitute a waiver of such default or of any other default.

24. Attorney fees. In the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises or to enforce compliance with this agreement, the prevailing party agrees to pay such sum as the courts may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, and in the event of an appeal, as allowed by the appellate courts.

25. Default. (a) if Lessee shall fail to pay rent when due, or (b) if Lessee shall fail or neglect to do, perform, or observe any of the covenants contained herein on Lessee's part to be kept and performed, and such default under (a) herein shall continue for a period of not less than 10

days, or under (b) herein for a period of not less than 30 days, unless otherwise agreed to in writing by Lessor, after Lessor has notified Lessee in writing of Lessee's default hereunder, or if Lessee shall be declared to be bankrupt or insolvent according to law or if any assignment of its property shall be made for the benefit of creditors, or if any mortgages obtained by Lessee for structures built on the leased land are foreclosed, or Lessee abandons the facility herein, or the primary building mentioned herein for a period of 30 days, then in any of said cases or events, Lessor, lawfully may, at its option, immediately or at any time thereafter, without demand or notice terminate this lease, enter into and upon said Premises or any part thereof and repossess the same of its former state, and expel said Lessee and those claiming by, through or under it, and remove its effects, if any, forcibly, if necessary, without compensation and without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or proceeding breach of covenant

26. Quiet enjoyment. Lessor agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the lease Premises and all rights and privileges of said Premises, its appurtenance and facilities granted herein.

27. Non-discrimination. Pursuant to Title VII of the Civil Rights Act of 1964, Lessee agrees it will not discriminate on the grounds of race, sex, color, or national origin, and will not permit discrimination against any persons or groups of persons in any manner prohibited.

28. Interpretation of lease. Nothing in this lease shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by Lessor.

29. Invalid provisions. In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

30. Successors and assigns bound by covenants. All the terms, covenants and agreements herein contained shall be binding upon and shall insure to the benefit of the legal representative, successors and assigns of the respective parties hereto.

31. Notices. Notices provided for herein shall be sufficient if sent by certified mail, postage prepaid, addressed to the following or to such other respective address as the parties may designate to each other in writing from time to time:

Lessor: City of Vancouver
Attn: Property Management
PO Box 1995
Vancouver, WA 98668-1995

Lessee: Del Sol, Inc.
Attn: HR Manager
PO Box 3028
Pasco, WA 99302

32. Ratification. Acts taken pursuant to this agreement but prior to its execution are hereby ratified and affirmed.

33. Time of Essence. It is agreed that time is of the essence under this lease and of the payments and performances hereunder.

34. Applicable Law. This lease shall be construed, applied and enforced in accordance with the laws of the State of Washington. Any action brought under this Agreement shall be brought in Clark County, Washington.

Dated this __________day of ______________________________, 2021.

CITY OF VANCOUVER

____
Eric J. Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

DEL SOL INC.

____

____

STATE OF WASHINGTON)
ss:
County of Clark)

On this day personally appeared before me ERIC J. HOLMES, City Manager, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this __________ day of __________________, 2021.

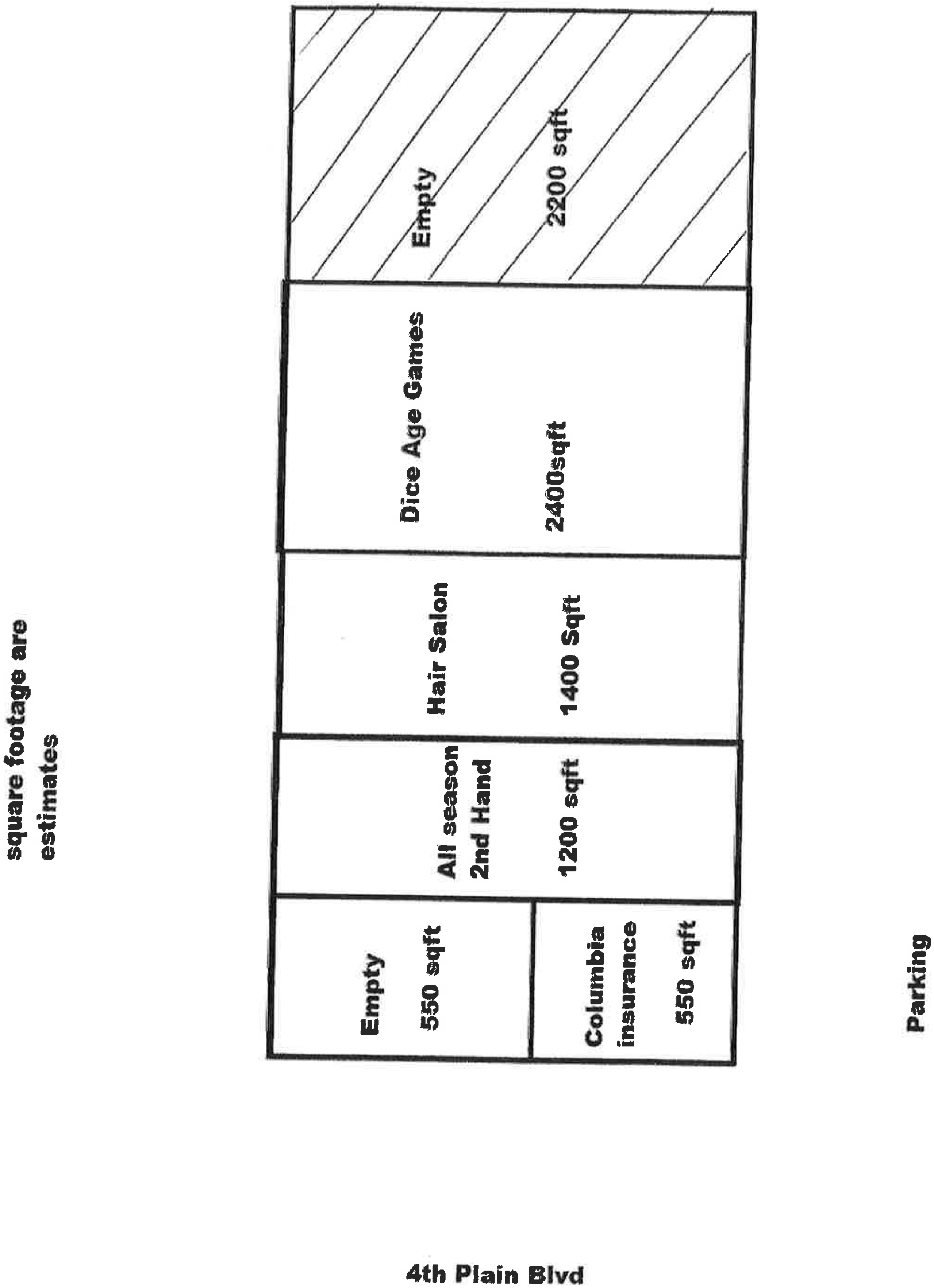
____
NOTARY PUBLIC in and for the state
of Washington residing at _________________
My Commission expires:__________________

STATE OF WASHINGTON)
ss:
County of Clark)

On this day personally appeared before me __________________, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purpose therein mentioned. Given under my hand and official seal this __________ day of __________________, 2021.

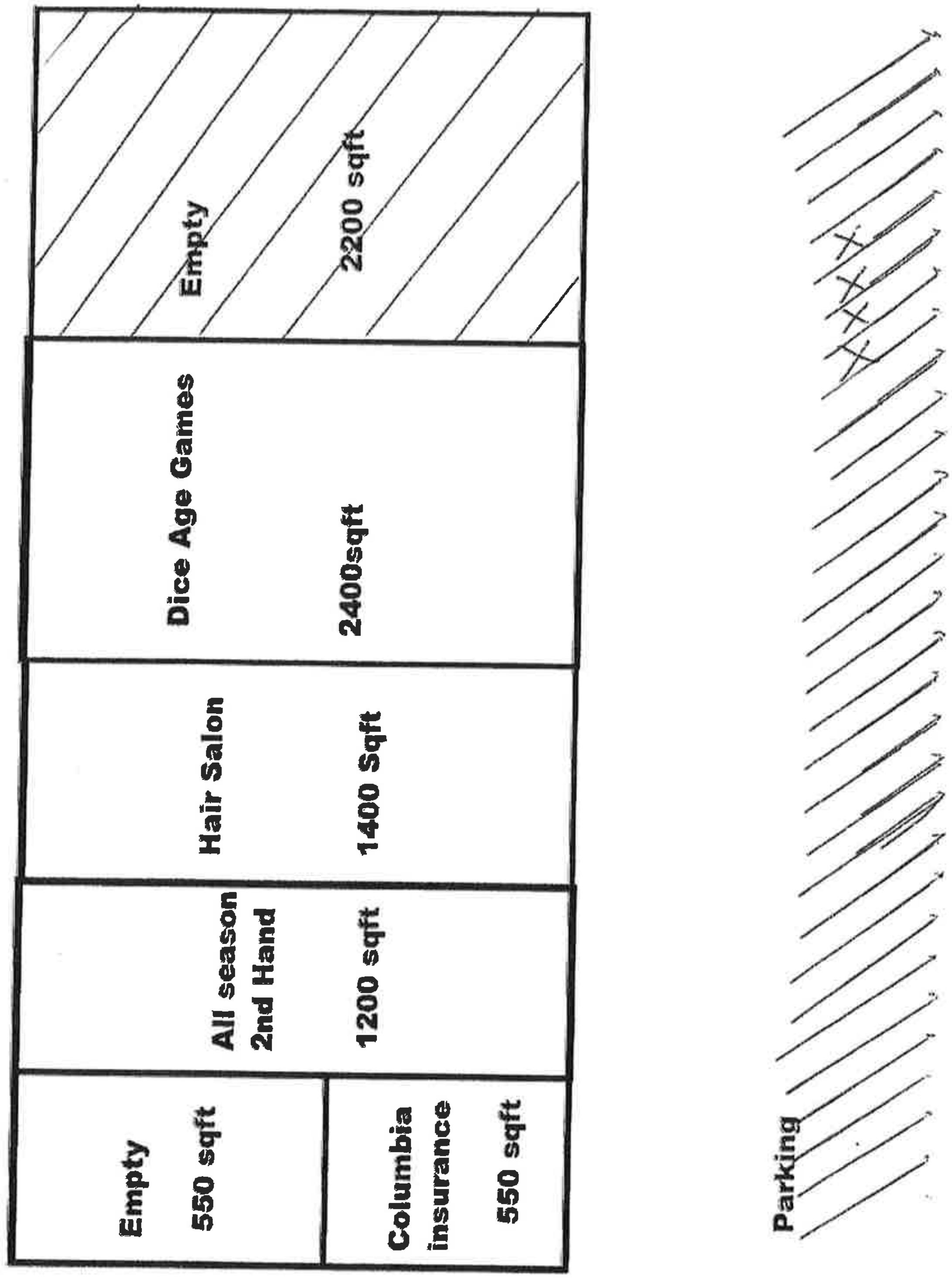
____
NOTARY PUBLIC in and for the state
of Washington residing at _________________
My Commission expires:__________________

EXHIBIT "A"



DEL-SOL LEASE
EXHIBIT "A"

EXHIBIT "B"



square footage are estimates

4th Plain Blvd

DEL-SOL LEASE
EXHIBIT "B"

Staff Report 182-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Approval of Purchase and Sale Agreement of the Grand Blvd. Building to the Fort Vancouver Regional Library District and Related Agreements

Key Points

- The City will retain ownership of the Library Headquarters Building located at 1007 E. Mill Plain Blvd.
- The Fort Vancouver Regional Library District (FVRL) is the purchaser of the Grand Blvd. Building located at 2018 Grand Blvd.
- An amended lease between the City and FVRL allows occupancy of the Library Headquarters Building for up to 365 days after SeaMar, the current occupant of the Grand Blvd. Building, vacates the premises (but no later than December 31, 2023).
- Sea Mar is expected to have its new location ready and to move out of the Grand Blvd. Building by February 28, 2022.
- A Facility Use Study for the Library Headquarters Building will be conducted by the Parks, Recreation and Cultural Services Department over the first two quarters of 2022.

Strategic Plan Alignment

Goal 5, Objective 5.2: Build a vibrant, regionally recognized arts and cultural community.

Present Situation

The City has owned the historic library building located at 1007 Mill Plain Boulevard since the 1960s. It has been occupied by the Fort Vancouver Regional Library (FVRL) District under a no-cost intergovernmental lease. The building housed the Vancouver Central Library up until about a decade ago, when the new central library was constructed at Evergreen and C Streets, at which time the City negotiated a new lease with the FVRL for the building to house their headquarters and central operations. That lease expires in 2031, following which the FVRL did not have firm plans for a new, permanent headquarters location.

In 2017, the City purchased the building located at 2018 Grand Boulevard to house a day center for individuals experiencing homelessness (the Navigation Center). Following approximately two years of operations, the contract operator of the Navigation Center terminated their contract approximately coincident with the onset of the pandemic. Based on these dynamics and other challenging aspects of the facilities operations, the City determined to close the Navigation Center in March 2020.

In early 2021, the City entered into a short-term lease with SeaMar, a former tenant of Tower Mall, for a portion of their operations to occupy a portion of the Grand Boulevard Building while their permanent space was completed.

Between 2018 and 2020, the City, FVRL and Vancouver School District collaborated on a vision for a community campus supporting the arts and innovation on the corner occupied by the Historic Library building. The campus vision includes adaptive reuse of the historic building into a community center for arts and innovation, a new K-5 school for Arts and Innovation, and future construction of a performing arts venue. The K-5 school, the Vancouver Innovation, Technology and Arts School (VITA) is under construction, and a feasibility study has been completed for the future performing arts venue as part of the campus.

In October 2020, early in the construction of VITA, a major water main broke, flooding the historic library building and displacing the FVRL. This displacement, along with the necessary investment in repair of flood damage, approximately coincident with the closure of the Navigation Center, resulted in an elegant alignment of circumstances that would accommodate a permanent future home for the FVRL as well as accelerate adaptive reuse of the historic library building into a community arts and innovation facility consistent with the vision for that corner. In March of this year, City Council authorized negotiations for the sale of the Grand Boulevard building to FVRL.

City staff has negotiated the sale of the Grand Blvd Building from the City to the FVRL, along with an amendment of FVRL's current lease from the City of the Library Headquarters Building. These transactions will facilitate the relocation of FVRL's headquarters operations from the current Mill Plain Blvd location to the Grand Blvd location. It was expected that Sea Mar would vacate that facility by December 31, 2021, at the latest.

However, Sea Mar's relocation has been delayed due to unforeseen construction issues affecting the availability of Sea Mar's new facility. The City is proposing an amendment to the short-term lease that would allow Sea Mar additional time to vacate the Grand Blvd Building, with an outside termination date at the end of February 2022. Sale of the Grand Blvd Building to FVRL will close on or before December 31, 2021, with assignment of the SeaMar lease to FVRL.

Additionally, due to the extended timeline of Sea Mar's occupancy of the Grand Blvd Building, FVRL has requested to continue occupying the Library Headquarters Building under its current lease for a longer period than originally anticipated because of the resulting delay in commencing FVRL's renovation work on the Grand Blvd Building. City staff do not foresee any conflict with extending FVRL's occupancy of the Library Headquarters Building for a specified period of time, not to extend beyond December 31, 2023.

An engagement of a Facility Use Study for the Historic Library Building is currently being evaluated by the Parks Recreation and Cultural Services Department. After rating, selection and contract award, the study is projected to occur over the first two quarters of 2022. The scope of the work is envisioned to include:

- Meeting with community stakeholders about reuse opportunities;
- Conducting a detailed assessment of the building and needed repairs/upgrades;
- Developing three proposed reuse scenarios with conceptual building plans and preliminary cost estimates;
- Findings to be presented to the Culture, Arts and Heritage Commission and City Council.

Proceeds from the sale of the Grand Blvd Building will be used to reimburse two funding sources: (1) Community Development Block Grant (CDBG) for $600,000; and (2) Real Estate Excise Tax (REET) for $1,500,000, both of which were used for the City's original acquisition of the building and for creation of the Navigation Center. As these are restricted funds for specific purposes, the sources are required to be reimbursed. The net proceeds after reimbursement to the funds noted above, $1,625,000, will be deposited in the General Fund and expended, pending specific direction by the City Council for homelessness programming.

Establishment of the Navigation Center was supported in part through generous donations from local philanthropy. Representatives of donors have advised that the City remains committed to the original intent of this generosity to address homelessness in our community, and intends to use these funds for various projects directly related to supporting needs of people experiencing homelessness following the sale of the Grand Boulevard Building to the FVRL. City Staff will provide updates to representatives of donors as these funds are reallocated to the City's future homeless response efforts.

Advantage(s)

1. The sale of the Grand Blvd Building to the FVRL supports the requirement of City Charter Section 8.06, which requires provision of a free public library to the community.
2. Proceeds of the sale of the Grand Blvd Building (net of $600,000 to reimburse CDBG and $1,500,000 to reimburse REET funds, as respectively required by law and contract), will be used towards homelessness services, per direction of the City Council.
3. The Parks, Recreation and Cultural Services Department will continue their engagement of a facility use study of the Library Headquarters Building to provide an assessment of needed repairs and development of reuse scenarios of the building with findings presented to the Culture, Arts and Heritage Commission in 2022.

Disadvantage(s)

1. Failure to approve would limit funding towards the City's homelessness programming.
2. Failure to approve would hinder future plans for the Library Headquarters Building to be an arts and innovation-focused community campus.

Budget Impact

Proceeds of the sale of the building in the amount of $3,725,000 from FVRL will reimburse CDBG Fund No. 108 in the amount of $600,000 whose purpose was originally earmarked for the Navigation Center; reimburse $1,500,000 to REET Fund No. 133, as those funds can only be used towards a capital facility; with the net proceeds of $1,625,000 to be deposited into the General Fund pending further dedication to a specific homelessness-related project as directed by the City Council.

Prior Council Review

A recent update was provided to the City Council on October 29, 2021, by the City Manager and additionally, a presentation was given to the City Council on March 15, 2021, within which a facility update of the Library Headquarters and Grand Blvd Building sale was recommended.

Action Requested

Adopt a resolution authorizing the City Manager or his designee to sign the Purchase and Sale Agreement of the Grand Blvd Building to the Fort Vancouver Regional Library District and related agreements.

Lisa Brandl, Deputy City Manager, 360-487-8615; Dave Perlick, Interim Director of Parks, Recreation and Cultural Services, 360-487-8314

ATTACHMENTS:

- Resolution Relating to the Sale of the 2018 Grand Blvd Building to the Fort Vancouver Regional Library District
- Real Estate Purchase Agreement between the City of Vancouver and the Fort Vancouver Regional Library District for the 2018 Grand Blvd Building (the former Navigation Center)
- Second Amended Lease Agreement between the City of Vancouver and the Fort Vancouver Regional Library District for the Library Headquarters Building with Parking License Agreement
- Exhibit D - Supplemental Parking License Agreement
- Amendment to Lease Agreement between the City of Vancouver and SeaMar for the 2018 Grand Blvd Building

12/06/2021

RESOLUTION NO. M-_____

A RESOLUTION relating to the sale of the 2018 Grand Blvd. Building to the Fort Vancouver Regional Library District, a Washington intercounty rural library district (FVRL); providing approval for and authorizing the City Manager to execute a purchase and sale agreement, a second lease amendment with FVRL for tenancy at the current operating center, and a short-term office lease amendment with Sea Mar Community Health Centers, a Washington public benefit corporation (Sea Mar) for temporary extension of its occupancy of the Navigation Center.

WHEREAS, on March 15, 2021, the City Council received a facility update of the Library Headquarters Building located at 1007 Mill Plain Blvd., and the Grand Blvd. Building located at 2018 Grand Blvd. (the former Navigation Center) from the Parks Recreation and Cultural Services Department; and

WHEREAS, during said presentation, the City Council agreed with staff recommendations to retain ownership of the Library Headquarters Building and undergo a Facility Use Study, as well enter into negotiations to sell the Grand Blvd. Building to the Fort Vancouver Regional Library District for their long-term use as a library headquarters building; and

WHEREAS, the City Manager provided City Council an update on the status of the City's negotiations with FVRL regarding the sale of the Grand Blvd. Building on October 29, 2021 and the parties have prepared the contracts necessary to achieve this transaction in accordance with the negotiated terms; and

WHEREAS, the sale of the Grand Blvd. Building is in support of Goal 5, Objective 5.2, "Build a vibrant, regionally recognized arts and cultural community"; and

WHEREAS, the City and Sea Mar are parties to a Short-Term Office lease for a portion of the Grand Blvd. Building and the parties wish to enter into a lease amendment extending the termination date of Sea Mar's occupancy of such premises from December 31, 2021 to February 28, 2022 to provide additional time for Sea Mar to complete construction and transition to its new location, and to allow assignment of the Sea Mar Lease from the City to FVRL upon closing the sale of the Grand Blvd. Building to FVRL; and

WHEREAS, the City and FVRL wish to enter into a real estate purchase and sale agreement whereby FVRL will purchase the Navigation Center from the City for $3,725,000, which amount was determined to be equal to the appraised market value less the net of financial obligations otherwise owed under the lease agreement between the parties for the current Library Headquarters Building, with closing of the sale to occur on or before December 31, 2021, contingent upon the parties concurrently modifying the terms of the Library Headquarters Building lease; and

WHEREAS, contingent on closing of the Grand Blvd. Building sale, the City and FVRL will enter into a second amendment of the Library Headquarters Building lease to resolve outstanding financial obligations of both parties under the lease, modify ancillary storage and supplemental parking agreements, and change the lease termination date to either ninety (90) days following FVRL's written notice of termination or 365 days following the Sea Mar Lease Termination, whichever is earlier, but in no event later than December 31, 2023, and

WHEREAS, the City and FVRL, as a continued provision of the existing lease, will formalize an arrangement for the City to provide FVRL a limited number of parking spaces in the vicinity of the Downtown Community Library branch on C Street by entering into a Parking License Agreement specifying the parking license terms offered by the lease; and

WHEREAS, the disposition of the Grand Blvd. Building by sale of this real property from the City to Fort Vancouver Regional Library District, a Washington intercounty rural library district, is excluded from the City's surplus property requirements under Vancouver Municipal Code (VMC) Chapter 3.30 as an intergovernmental transfer of property rights pursuant to Vancouver Municipal Code 3.30.020(B)(3), as subject to the Revised Code of Washington (RCW) 39.33.010;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Manager or his designee is hereby authorized to execute a "First Amendment to Short-Term Office Lease" with Sea Mar Community Health Centers, a Washington public benefit corporation, and any ancillary documents necessary to fulfill the City's obligations thereunder, for the Leased Premises located at 2018 Grand Boulevard, Vancouver, Washington.

Section 2. The City Manager or his designee is hereby authorized to execute a "Purchase and Sale Agreement" with the Fort Vancouver Regional Library District, a Washington intercounty rural library district, and any ancillary documents necessary to fulfill the City's obligations thereunder, for the sale of the City's real property with the Clark County property identification number 29763000 and the site address of 2018 Grand Boulevard, Vancouver, Washington.

Section 3. The City Manager or his designee is hereby authorized to execute a "Second Lease Amendment" with the Fort Vancouver Regional Library District, a Washington intercounty rural library district, and any ancillary documents necessary to fulfill the City's obligations thereunder including but not limited to the parking license agreement referenced therein, for the Leased Premises located at 1007 East Mill Plain Blvd., Vancouver, Washington.

ADOPTED at a Regular Meeting of the Vancouver City Council this ______, of _________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made as of this _______ day of [MONTH], 2021 (the "Effective Date"), by and between the City of Vancouver, a Washington municipal corporation, (the "Seller" or "City"), and the Fort Vancouver Regional Library District, a Washington intercounty rural library district, (the "Buyer" or "Library"), with references to the following facts:

BACKGROUND

A. WHEREAS, Seller is the owner of that certain improved real property consisting of the land containing approximately 2.53 acres located in Clark County, Washington at 2018 Grand Boulevard, Vancouver with the property identification number 29763000 and the abbreviated legal description GARDEN ACRES REPLAT LOTS 8 Z 18 BLK E, as more particularly described in the legal description provided on Exhibit A (the "Property"), together with all buildings and other improvements located on the Land, together with all rights (including air rights, development rights, entitlements, and reversionary rights), privileges, easements, and appurtenances thereunto belonging or appurtenant thereto or for the benefit thereof, and all right, title, and interest (if any) of Seller in and to any streets, alleys, passages, strips, or gores of land between the Land and abutting or adjacent properties or other rights-of-way or appurtenances included in, adjacent to, or used in connection with such Land, and all right, title, and interest of Seller in all mineral rights appurtenant to such Land (collectively, the "Property");

B. WHEREAS, because this Agreement creates an intergovernmental transfer of real property between the City and the Library, pursuant to Vancouver Municipal Code (VMC) Section 3.30.020(B)(3), the Property is not subject to the application of VMC Chapter 3.30 governing disposition of City owned surplus real property;

C. WHEREAS, the Property is subject to that certain Short Term Office Lease dated February 1, 2021, as amended [MONTH] [DAY], 2021, between the City as Lessor and Sea Mar Community Health Centers as Lessee for the interior office space "Leased Premises" as defined therein (the "Sea Mar Lease") and that certain Temporary License Agreement dated December 11, 2020 between the City and the Library for the storage License Area and Parking Area defined therein (the "Library License") and the Property is intended to transfer subject to the Sea Mar Lease, but not the Library License, these agreements will be respectively assigned to FVRL and terminated at Closing (as defined below);

D. WHEREAS, the parties hereto are also the parties to that certain Lease Agreement dated December 19, 2011 for the Library Headquarters Building between the City as Landlord and the Library as Tenant as amended by that First Amended Lease Agreement dated June 2020 (the "Headquarters Lease");

E. WHEREAS, the Property that is the subject of this Agreement is intended to replace all the property that is the subject of the Headquarters Lease, including the Premises (as defined therein) and the Pearson Field Storage Space (as defined therein), so the parties will, concurrent with this Agreement, execute a second amendment to the Headquarters Lease as described herein in order to ensure that the term of the Headquarters Lease and obligations of the parties thereunder terminate subject to the Closing, as provided therein (the "Headquarters Lease Amendment");

F. WHEREAS, the water main break referenced in the Library License resulted in certain required repairs and insurance proceeds, and the Property is in need of a roof replacement and HVAC improvements as well as miscellaneous structural repairs, with the estimated value of such repairs calculated as City obligations of $300,000 for replacement of the chiller and $150,000 for electrical and lighting repairs under the Headquarters Lease, along with needed maintenance of the Property estimated at $400,000 for roof and HVAC replacement and other miscellaneous structural repairs and Library obligations of $250,000 under the Headquarters Lease for replacement of the roof (the "Building Repairs"), the parties hereto have agreed to offset the purchase price by the $600,000 net value of these Building Repairs and relieve each party from the obligation to perform such work; and

G. WHEREAS, the parties have determined the purchase price based on a calculation of the market value of $4,325,000 for the Property identified in that certain Appraisal Report dated February 18, 2021 prepared by Colliers International, less the value of the Building Repairs.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Description of the Property. Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the Property.

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property, upon and subject to the terms and conditions of this Agreement, is THREE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO ONE HUNDREDTHS DOLLARS ($3,725,000.00) (the "Purchase Price"). Upon the execution of this Agreement (the "Effective Date"), Buyer shall deposit with Fidelity National Title, 655 West Columbia Way, Suite 200, Vancouver, Washington 98660 (the "Title Company"), with Melissa Miller (or other commercial real estate escrow agent at Title Company if Melissa Miller is not available to act as escrow agent for this transaction) as "Escrow Agent", a promissory note in the form attached as Exhibit B (the "Earnest Money Note") in the amount of ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO ONE HUNDREDTHS DOLLARS ($185,000.00) as an earnest money deposit (the "Earnest Money"), payable only in the event this transaction fails to close on account of default by Buyer under this Agreement. On the Closing Date, Buyer shall convert the Earnest Money Note to cash to be applied toward the Purchase Price, and Buyer shall deposit with Escrow Agent the entire amount of the Purchase Price in cash, as adjusted for any amounts to be charged or credited against the Purchase Price in accordance with this Agreement.

3. Closing Date. The Due Diligence Period is defined in Section 5(b) and the Lease Contingency is defined in Section 5(d), below. Within five (5) business days following the end of the Due Diligence Period but no later than December 31, 2021 (the "Closing Date"), the closing of the purchase of the Property (the "Closing") shall be held at the offices of the Escrow Agent.

4. Title and Survey Matters.

(a) Conveyance. On the Closing Date, Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged Statutory Bargain and Sale Deed (the "Deed"), in substantially the form attached to this Agreement as Exhibit C, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 4(b) below (the "Permitted Exceptions").

(b) Preliminary Commitment. Buyer shall order a preliminary commitment for an owner's standard coverage policy of title insurance in the amount of the Purchase Price to be issued by Title Company and accompanied by copies of all documents referred to in the commitment (the "Preliminary Commitment"). Buyer shall advise Seller by written notice what exceptions to title, if any, are objected to by Buyer (the "Objections") within ten (10) days following the Effective Date or following the receipt of the Preliminary Commitment, whichever date is later, but in no event later than the Closing Date. If Buyer fails to give notice before the expiration of the ten (10) day period, or by the Closing Date, whichever is earlier, Buyer will be deemed to have approved the title exceptions identified in the Preliminary Commitment and all such exceptions shall be Permitted Exceptions. No later than five (5) days after receipt of Buyer's notice, Seller may give Buyer notice that (i) Seller will remove Objections or (ii) Seller elects not to remove Objections. If Seller fails to give Buyer such notice, Seller will be deemed to have given Buyer notice as of the fifth (5^{th}) day after receipt of Buyer's notice, or the Closing Date, whichever is earlier, that Seller elected not to remove any of the Objections. Notwithstanding the foregoing, Seller will be required to remove any monetary liens, monetary assessments or monetary encumbrances affecting the Property prior to or as of the Closing Date. Immediately upon discovering the need to amend or add any exception to the Title Commitment, Escrow Agent shall notify Buyer and Seller. Within ten (10) business days after notice from Escrow Agent together with a copy of such intervening lien or matter, but in no event later than the Closing Date, Buyer shall notify Seller in writing of any objections thereto (the "Amendment Objections"). No later than five (5) days after receipt of Buyer's notice, Seller may give Buyer notice that (i) Seller will remove Amendment Objections or (ii) Seller elects not to remove Amendment Objections. If Seller fails to give Buyer such notice, Seller will be deemed to have given Buyer notice as of the fifth (5^{th}) day after receipt of Buyer's notice, or the Closing Date, whichever is earlier, that Seller elected not to remove any of the Amendment Objections.

(c) Title Objections. If Seller elects not to remove any non-monetary Objections or Amendment Objections, Buyer will have ten (10) days from receipt of Seller's notice, but in no event later than the Closing Date, to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, in which case the Objections and Amendment Objections shall be deemed Permitted Exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more non-monetary Objections or Amendment Objections to be removed but fails to remove any of them from title on or before the Closing Date, Buyer may either (i) elect to terminate this Agreement by written notice to Seller, or (ii) proceed with the purchase and take the Property subject to those exceptions, which shall be deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this Section 4(d), the escrow will be terminated, all documents and funds, including the earnest money note, will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated due to non-removal of an Objection or Amendment Objection after Seller has agreed to remove it, then Seller will pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

(d) Title Policy. Buyer shall receive at Closing, at Seller's expense, an Owner's Standard Coverage Title Insurance Policy (ALTA 2006) with such endorsements as Buyer may request, issued by the Title Company to be furnished to Buyer (the "Title Policy"). The Title Policy shall be issued in the amount of the total Purchase Price and shall insure fee simple title to the Property in Buyer, subject only to the Permitted Exceptions. Buyer's obligation to close this transaction shall be contingent on Buyer's receipt of such Title Policy. If Buyer so elects, Buyer may purchase extended coverage with the additional portion of the premium for extended coverage to be paid by Buyer. At Buyer's request, Seller will execute and deliver to Title Company at Closing an affidavit certifying that there are no unrecorded leases or agreements upon the Property, that there are no parties in possession on the Property, that there are no mechanic's or statutory liens against the Property, and as to such other matters as may be reasonably requested by Title Company for purposes of issuing the Title Policy (including, if requested by Buyer, for purposes of issuing an extended coverage Title Policy)

5. Contingencies and Obligations.

(a) Investigation of the Property. Seller shall provide or make available to Buyer for inspection and copying to the extent available or within Seller's possession or control and not otherwise publicly available all documents and information pertaining to the Property, including, but not limited to, all soils reports, geotechnical reports and environmental (including asbestos and lead based paint) reports, assessments, studies, and tests, maintenance records pertaining to the Property for the year to date and most recent five years in Seller's possession, a summary of any and all pending or threatened litigation regarding the Property, any correspondence from county, state or other applicable jurisdiction received by Seller that would have a material effect on Purchaser's use or redevelopment of the Property, any notices of violations, administrative orders, or other evidence of enforcement actions taken against Seller by any governmental agency, all permits, licenses and approvals relating to the ownership, use, or development of the Property including, without limitation, land use designation and/or zoning permits and approvals, any third party warranties and guaranties affecting the Property, and any existing surveys, parking plans, engineering plans, and other plans and specifications with respect to the Property except appraisals not performed in support of this transaction and other documents not available for public disclosure. Buyer and its employees, consultants, and agents shall have the right from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at reasonable times and from time to time upon providing at least three (3) business days advance notice to the City, for the purpose, at Buyer's sole cost and expense, of making all soil and other tests or studies under the provisions of this Agreement. Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller by any actions taken by Buyer to the extent arising out of the Property Inspection (described below). Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's inspection and approval, in its sole and absolute discretion, of the physical condition of the Property and the suitability of the Property for Buyer's intended use (the "Property Inspection"), including, without limitation, the conducting of soil tests (including borings), environmental reports, surveys, structural studies and review of zoning, fire, safety and other compliance matters. Buyer shall correct any damage to the Property to the extent caused by the Property Inspection and shall return the Property to its condition prior to the Property Inspection. In no event shall the Seller disrupt or cause any inconvenience to tenants of the Property in the course of conducting any Property Inspection.

(b) Due Diligence Period. The term "Due Diligence Period" means the period ending on the earlier of (i) December 17, 2021; or (ii) the date of Buyer's issuance of written notice to Seller terminating the Due Diligence Period prior to the scheduled expiration of the Due Diligence Period.

(c) Buyer's Right to Terminate. If the conditions set forth in Section 5(a) are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right, prior to the expiration of the Due Diligence Period, to terminate its rights and obligations under this Agreement by sending written notice to Seller (such notice referred to as a "Termination Notice"), and the Earnest Money Note shall be returned to Buyer, and Buyer and Seller shall have no further rights or obligations under this Agreement except as otherwise provided in this Agreement.

(d) Existing Property Leases. Closing is subject to mutual termination of the Library

License and assignment and assumption of the Sea Mar Lease pursuant to the Assignment and Assumption of Lease, substantially in the form attached hereto as Exhibit E. . Rent due and payable under the Sea Mar Lease shall be prorated between Buyer and Seller in accordance with the provisions of the Assignment and Assumption of Lease.

6. Additional Closing Conditions.

(a) The Buyer's obligations to Close this Agreement shall be subject to the following conditions which must be satisfied by Seller as of Closing unless waived by Buyer at or before Closing:

(i) All representations and warranties of the Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(ii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iii) At Closing, Seller shall deliver title to the Property in the condition required by Section 4 of this Agreement;

(iv) At Closing, the physical condition of the Property shall be the same as on the date hereof, except as changed by Buyer's due diligence activities;

(v) At Closing, Seller shall execute the Headquarters Lease Amendment in substantially the form attached hereto as Exhibit D, or in such other form as to which the parties mutually agree;

(vi) At Closing, Seller and Buyer shall mutually terminate the Library License; and

(vii) Seller shall assign the Sea Mar Lease pursuant to the Assignment and Assumption of Lease in substantially the form attached hereto as Exhibit E, or in such other form as to which the parties mutually agree.

(b) If the conditions set forth in Section 6(a) are not satisfied as of Closing and Buyer does not waive same, Buyer is entitled to return of the Earnest Money, and neither Buyer nor Seller shall have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

(c) The Seller's obligations to Close this Agreement shall be subject to the following conditions which must be satisfied by Buyer as of Closing unless waived by Seller at or before Closing:

(i) All representations and warranties of the Buyer contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(ii) Buyer shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iii) Buyer shall execute the Headquarters Lease Amendment in substantially the form attached hereto as Exhibit D, or in such other form as to which the parties mutually agree;

(iv) Seller and Buyer shall mutually terminate the Library License; and

(v) Buyer shall assume the Sea Mar Lease pursuant to the Assignment and Assumption of Lease in substantially the form attached hereto as Exhibit E, or in such other form as to which the parties mutually agree.

7. Representations and Warranties.

(a) Seller Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

(i) Seller Authorization. Seller acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Seller and the execution, delivery and performance of this Agreement by Seller is, (A) within the powers of Seller as a city; (B) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the Seller is a party or which is presently in effect and applicable to Seller; and (C) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms hereof;

(ii) Parties in Possession. Other than those disclosed on Schedule 7(a) which shall be terminated effective at or before Closing pursuant to the terms of this Agreement, there are no parties or trespassers in possession or which have a right to possession of all or any portion of the Property, and there are no leases, licenses, or encroachments affecting the Property;

(ii) Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(iv) Option to Acquire Premises. No person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein;

(v) Hazardous Substances. To Seller's knowledge, the Property is not in violation of any law, ordinance, rule or regulation relating to the environmental conditions thereon. Moreover, to Seller's knowledge, Seller has not caused to be present any hazardous waste or other substance, including but not limited to those that would be a hazardous waste, material or substance, toxic substance, gas or pollutant under any applicable local or state environmental ordinance, statute, law, rule or regulation, on or about the Property, except as disclosed in Exhibit E and the reports and other documents referenced therein, which shall be provided to the Buyer upon execution of this Agreement. To Seller's knowledge, there are no underground storage tanks on, in or under the Property;

(vi) Condemnation. To Seller's knowledge, there exists no pending or threatened condemnation or other legal actions affecting the Property or the sale thereof to Purchaser;

(vii) Violations. Seller has received no written notice of and has no knowledge of any violations or investigations of violations of any applicable laws or ordinances affecting the Property that have not been corrected or resolved;

(b) Buyer's Representations. Buyer warrants and makes the following representations to Seller:

(i) Buyer Authorization. Buyer acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Buyer and Buyer will submit to Seller appropriate documentation demonstrating such authority and the execution, delivery and performance of this Agreement by Buyer is, (A) within the powers of Buyer as a Washington intercounty rural library district; (B) has been duly authorized by all necessary corporate action of the Buyer; (C) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Buyer; and (D) this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

(ii) To the extent permitted under RCW 64.06.010(7), Buyer hereby expressly waives receipt of a Seller Disclosure Statement required by Seller under RCW 64.06.013.

(iii) BUYER ACKNOWLEDGES AND ACCEPTS THAT, EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 7(a) OF THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER WAS GIVEN THE OPPORTUNITY UNDER THIS AGREEMENT TO FULLY INSPECT THE PROPERTY AND ANY ASSOCIATED DOCUMENTS OR AGREEMENTS PROVIDED BY SELLER TO BUYER GOVERNING THE PROPERTY. BUYER AGREES THAT BY PURCHASING THE PROPERTY, BUYER IS AGREEING TO PURCHASE THE PROPERTY AND TAKE TITLE AND POSSESSION OF THE PROPERTY AT CLOSING (SUBJECT TO THE FOREGOING CONTAINED IN THIS PARAGRAPH) IN ITS "AS IS" CONDITION AND STATE OF REPAIR.

8. Closing.

(a) Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 3 of this Agreement. As used in this Agreement, "Close," "Closing," or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Deed for the Property; (c) issued or authorized the issuance of the Title Policy referenced in Section 4(d) of this Agreement; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing.

(b) Closing Documents. For and in consideration of, and as a condition precedent to Closing, the parties shall deliver the following items (all of which shall be duly executed and acknowledged where required) to the Escrow Agent:

(i) Items to be Delivered by Seller:

A. Deed. The Deed in recordable form and otherwise in form and substance reasonably acceptable to Buyer containing the legal description of the Property in such form as will convey to Buyer a good and marketable title in fee simple to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions;

B. Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

C. Excise Tax Affidavit. An excise tax affidavit for filing with the Clark County Auditor at the time of recording the Deed;

D. FIRPTA Affidavit. The affidavit of non-foreign status described in Section 7(a)(iii) of this Agreement, as required by federal tax law;

E. Title Policy. The Title Policy referred to in Section 4(d) of this Agreement;

F. Headquarters Lease Amendment. The Headquarters Lease Amendment in form and content attached as Exhibit D to this Agreement;

G. Assignment and Assumption of Lease. The Assignment and Assumption of the Sea Mar Lease in form and content attached as Exhibit F to this Agreement; and

H. Assignment of Rights. The Assignment of Rights in form and content attached as Exhibit G to this Agreement.

(ii) Items to be Delivered by Buyer.

A. Purchase Price. Buyer shall deliver the Purchase Price; and

B. Lease Amendment. The Headquarters Lease Amendment referenced in Section 6(a)(v) of this Agreement.

C. Assignment and Assumption of Lease. The Assignment and Assumption of the Sea Mar Lease in form and content attached as Exhibit F to this Agreement.

(c) Payment of Costs. Seller and Buyer shall pay their own respective costs incurred with respect to this Agreement and the consummation of the purchase and sale of the Property including, without limitation, their own respective attorneys' fees. Notwithstanding the foregoing:

(i) Seller shall pay the costs of a standard coverage owner's Title Policy and Buyer shall pay the costs, if any, of the extended coverage of the Title Policy;

(ii) Buyer shall pay all recording fees;

(iii) Buyer and Seller shall each pay one-half of the escrow fees;

(iv) Seller shall pay any real estate excise tax due on the transaction.

(d) Real Property Taxes, Assessments, and Utility Charges. Seller is exempt from paying real property taxes. Any assessments and/or utility charges against the Property will be pro-rated between Seller and Buyer at Closing. Buyer will be responsible for paying real property taxes, assessments, and/or utility charges if any, from the date of Closing.

(e) Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller or otherwise on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

9. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

TO SELLER:

City of Vancouver
Property Management
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Linda Carlson

WITH A COPY TO:

City of Vancouver
City Attorney's Office
PO Box 1995
Vancouver, WA 98668-1995
ATTN: Becky Rude

TO BUYER:

Fort Vancouver Regional Library District
16821 SE McGillivray, Suite 100
Vancouver, WA
ATTN: Amelia Shelley, Executive Director

WITH A COPY TO:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000

Portland, OR 97205
ATTN: Steven Moore

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

10. Survival of Representations and Warranties. All representations and warranties of the parties contained in this Agreement shall survive the Closing for a period of one (1) year. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

11. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled (a) in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder; or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. In the event this transaction fails to Close on account of a breach or default by Buyer without any default by Seller or failure of any condition to Buyer's obligations hereunder, Seller's sole and exclusive remedy shall be to recover liquidated damages from Buyer in the amount of the Earnest Money. The parties acknowledge that in the event of such breach or default by Buyer, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one.

12. Termination. In the event of a termination of this Agreement for any reason, the escrow will be terminated, all documents and funds will be returned to the party who deposited them except as otherwise provided herein, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement.

13. Possession. Buyer shall be entitled to exclusive possession of the Property on Closing.

14. Miscellaneous.

(a) Applicable Law and Venue. This Agreement shall in all respects, be governed by the laws of the State of Washington, and any action at law or equity to enforce or interpret its terms shall be filed in the Superior Court, Clark County, Washington.

(b) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

(c) Modification or Amendment. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(d) Assignment. This Agreement may not be assigned without the prior written consent of all parties.

(e) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.

(g) Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

(h) Interpretation. This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any party or its counsel. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

(i) Counterparts. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties.

(j) Material Casualty Loss or Condemnation. In the event all or a material part of the Property is damaged or destroyed or is taken by eminent domain prior to the Closing Date, either party may elect to terminate this Agreement prior to the Closing Date by written notice to the other; provided, however, that Seller's notice shall not be effective if, within fifteen (15) days after receipt of such notice, Buyer elects to accept the insurance proceeds or condemnation proceeds attributable to such destruction or taking in lieu of the portion of the Property that has been so destroyed or taken.

(k) Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

[SIGNATURES ON FOLLOWING PAGE]

Dated as of the date first written above.

SELLER:

CITY OF VANCOUVER

By:__________________________________
Eric Holmes, City Manager

APPROVED AS TO FORM:

By:__________________________________
Jonathan Young, City Attorney

BUYER:

FORT VANCOUVER REGIONAL LIBRARY DISTRICT

By:__________________________________
Amelia Shelley, Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot(s) 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block E, GARDEN ACRES REPLAT, according to the plat thereof, recorded in Volume E of Plats, Page 12, records of Clark County, Washington.

EXCEPTING THEREFROM that portion conveyed to the City of Vancouver, a municipal corporation by deed recorded May 14, 1991 under Auditor's File No. 9105140073.

EXHIBIT B

FORM OF EARNEST MONEY NOTE

EARNEST MONEY NOTE

$185,000.00 Vancouver, Washington

_______________, 2021

Subject to the terms and conditions of that Real Estate Purchase Agreement dated ________________, 2021 (the "**Purchase Agreement**") between City of Vancouver, a Washington municipal corporation ("**Seller**") and the undersigned ("**Buyer**"), the undersigned promises to pay to the order of Seller, to be deposited in escrow at Fidelity National Title as escrow officer ("**Escrow Officer**") the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND AND NO ONE HUNDREDTHS DOLLARS ($185,000.00), without interest, as an earnest money deposit under the Purchase Agreement, payable only in the event the transaction contemplated by the Purchase Agreement fails to close on account of default by Buyer under the Purchase Agreement. Such sum shall be payable at Escrow Officer's office located at 655 West Columbia Way, Suite 200, Vancouver, Washington 98660 and shall be held as an earnest money deposit in escrow with Escrow Officer in accordance with the terms and conditions of the Purchase Agreement.

This Earnest Money Note is delivered pursuant to Section 2 of the Purchase Agreement.

In the event of any litigation between Seller and the undersigned Buyer arising from or based on this Earnest Money Note, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action from the party not prevailing.

Fort Vancouver Regional Library District,
a Washington intercounty rural library district

By: ____

Name: ______________________________________

Title: _______________________________________

EXHIBIT C

BARGAIN AND SALE DEED FORM

Recordation requested by:

After recordation return to:

Fort Vancouver Regional Library District
16821 SE McGillivray, Suite 100
Vancouver, WA 98683
ATTN: Amelia Shelley, Executive Director

STATUTORY BARGAIN AND SALE DEED

Grantor: 1. **CITY OF VANCOUVER**,
a Washington municipal corporation

Grantee: 2. **FORT VANCOUVER REGIONAL LIBRARY DISTRICT**
a Washington intercounty rural library district

Legal Description:

1. Abbreviated form: ____
2. Additional legal description is on Exhibit A of the document

Assessor's Property Tax Parcel Account Number: _________________

STATUTORY BARGAIN AND SALE DEED

The Grantor, **City of Vancouver**, a Washington municipal corporation, for **GOOD AND VALUABLE CONSIDERATION**, in hand paid, bargains, sells and conveys to the Grantee, **Fort Vancouver Regional Library District**, a Washington intercounty rural library district, the real property described on the attached Exhibit A, subject to the permitted exceptions described on attached Exhibit A, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

Dated this _____ day of ________________, 20____.

GRANTOR: **City of Vancouver,**
a Washington municipal corporation

By:___________________________
Name: ________________________
Title: ________________________

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ACKNOWLEDGMENT

STATE OF __________________)
)ss.
COUNTY OF _________________)

On ________________, 20___, before me personally appeared ___________________, to me known to be the ____________________ of City of Vancouver, a Washington municipal corporation, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:__________________________________

Name (Print):_______________________________

NOTARY PUBLIC in and for the State of ______________, residing at_________________
My appointment expires:______________________

EXHIBIT A TO STATUTORY BARGAIN AND SALE DEED

Legal Description

Lot(s) 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block E, GARDEN ACRES REPLAT, according to the plat thereof, recorded in Volume E of Plats, Page 12, records of Clark County, Washington.

EXCEPTING THEREFROM that portion conveyed to the City of Vancouver, a municipal corporation by deed recorded May 14, 1991 under Auditor's File No. 9105140073.

SUBJECT TO: [*List of Permitted Exceptions to be inserted prior to execution of this Bargain and Sale Deed*]

EXHIBIT D

FORM OF HEADQUARTERS LEASE AMENDMENT

[TO BE INSERTED – SEE ATTACHED]

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Eric Holmes, to me personally known to be the CITY MANAGER of THE CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:______________________________________
Name (Print):___________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at _____________________________________
My appointment expires:__________________________

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Amelia Shelley, to me known to be the EXECUTIVE DIRECTOR of the FORT VANCOUVER REGIONAL LIBRARY DISTRICT, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:______________________________________
Name (Print):___________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at _____________________________________
My appointment expires:__________________________

EXHIBIT E

HAZARDOUS SUBSTANCE DISCLOSURES

Known substances on the Property:

1.
2.
3.
4.

Reports and Other Documents Provided:

1.
2.
3.
4.

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EXHIBIT F

FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LESSOR'S INTEREST IN LEASE (this "**Assignment**") is entered into as of ___________, 2021, by the City of Vancouver, a Washington municipal corporation ("**Assignor**"), and Fort Vancouver Regional Library District, a Washington intercounty rural library district ("**Assignee**").

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby grants, assigns and transfers to Assignee all of Assignor's right, title and interest in and to that certain Short Term Office Lease dated February 1, 2021 between Assignor, as lessor, and Sea Mar Community Health Centers, a Washington public benefits corporation ("**Sea Mar**"), as lessee, as extended in July 2021 and as amended by that certain First Amendment to Short-Term Office Lease made as of ____________, 2021 between Assignor and Sea Mar (together, the "**Lease**"), affecting approximately 20,000 square feet in the Vancouver Navigation Center, 2018 Grand Boulevard, Vancouver, Washington as more particularly described in the Lease. Assignor further assigns to Assignee all of its rights to collect from the lessee under the Lease any sum due to Assignor on account of any delinquent rent, whether the same accrued prior or subsequent to the date of this Assignment, and all prepaid rents, taxes, operating expenses, and the $9,333.33 Security Deposit made by the lessee under the Lease.

2. **Acceptance of Assignment; Assumption**. Assignee accepts this Assignment and hereby assumes all of the obligations which are required of the lessor under the Lease.

3. **Binding Effect**. This Assignment shall be binding upon and inure to the benefit of the parties and their successors in interest and assigns.

4. **Counterparts**. This Assignment may be executed simultaneously or in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Assignment.

5. **Attorney Fees**. In the event suit or action is instituted to interpret or enforce the terms of this Assignment, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, on appeal and on any petition for review, in addition to all other sums provided by law.

IN WITNESS WHEREOF, the parties have executed this Assignment in duplicate as of the date first above written.

ASSIGNOR: **CITY OF VANCOUVER**, a Washington municipal corporation

By:____
Name:____
Title:____

Attest:

By:___________________________
Natasha Ramras, City Clerk

Approved as to Form:

By:______________________________
Jonathan Young, City Attorney

ASSIGNEE: **FORT VANCOUVER REGIONAL LIBRARY DISTRICT**, a Washington intercounty rural library district

By:____
Name:____
Title:____

113124780.1 0030287-00020

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared _______, to me personally known to be the CITY MANAGER of THE CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:_______________________________________
Name (Print):____________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at _____________________________________
My appointment expires:__________________________

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared ___________, to me known to be the EXECUTIVE DIRECTOR of the FORT VANCOUVER REGIONAL LIBRARY DISTRICT, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:_______________________________________
Name (Print):____________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at _____________________________________
My appointment expires:__________________________

ASSIGNMENT AND ASSUMPTION - EXHIBIT A

Copy of Sea Mar Lease

(attached hereto)

EXHIBIT G

FORM OF ASSIGNMENT OF RIGHTS

Assignment of Rights

THIS ASSIGNMENT OF RIGHTS (this "**Assignment**") is dated as of the _____ day of ________________, 20__ (the "Effective Date"), and is made by and between City of Vancouver, a Washington municipal corporation ("**Assignor**"), and Fort Vancouver Regional Library District, a Washington intercounty rural library district ("**Assignee**"), with reference to the following:

Assignor and Assignee entered into that certain Real Estate Purchase Agreement dated as of _______________, 2021 (the "**Purchase Agreement**"), pursuant to which Assignor is selling to Assignee, simultaneously with the delivery of this Assignment, that certain real property in Clark County, Washington and more particularly described on attached <u>Exhibit A</u> (the "**Property**").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers, to the extent assignable and transferable, unto Assignee, and Assignee hereby accepts the assignment and assumes all of the duties and obligations of all of Assignor's right, title, claim and interest in and under:

A. All assignable warranties and guaranties, made by or received by Assignor from any third party with respect to the Property; and

B. All rights (including water rights) and property interests now or hereafter owned by Assignor and related exclusively to the Property or any improvements or personal property located thereon, including without limitation, any governmental permits, approvals, waivers or licenses and other rights, entitlements, documents, records, plans and specifications, or materials relating to the ownership, use, maintenance, development, or operation of the Property.

ASSIGNOR AND ASSIGNEE FURTHER HEREBY AGREE AND COVENANT AS FOLLOWS:

1. Assignor warrants and covenants that the warranties, guarantees, rights and property interests assigned hereby are assigned and transferred free and clear of any liens, encumbrances and third-party interests or claims and that Assignor has all lawful right and authority to make this Assignment.

2. Assignee hereby indemnifies and agrees to hold harmless and defend Assignor from and against any and all loss, cost, damage, expense, action and cause of action paid, suffered or incurred by Assignee in connection with any duty or obligation of Assignor under this Assignment arising on or after the Effective Date.

3. In the event of any litigation between Assignor and Assignee arising under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of litigation, including, without limitation, reasonable attorneys' fees at trial and upon appeal or petition review.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto and their successors in interest and assigns.

5. This Assignment may be executed in counterparts.

6. Assignor shall execute and deliver such additional documents and perform such additional acts as are reasonably requested to complete the within assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

City of Vancouver,
a Washington municipal corporation

By: ___________________________________
Name:_________________________________
Title:___________________________________

ASSIGNEE:

Fort Vancouver Regional Library District,
a Washington intercounty rural library district

By: ____
Name: ____
Title: ____

EXHIBIT A TO ASSIGNMENT OF RIGHTS

Legal Description of the Property

Lot(s) 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block E, GARDEN ACRES REPLAT, according to the plat thereof, recorded in Volume E of Plats, Page 12, records of Clark County, Washington.

EXCEPTING THEREFROM that portion conveyed to the City of Vancouver, a municipal corporation by deed recorded May 14, 1991 under Auditor's File No. 9105140073.

SCHEDULE 7(a)

EXISTING LEASES OR LICENSES

1. Sea Mar Lease: Short Term Office Lease dated February 1, 2021 between the City as Lessor and Sea Mar Community Health Centers as Lessee, as amended [DATE] ___, 2021

2. Library License: Temporary License Agreement dated December 11, 2020 between the City and the Library

SECOND AMENDED LEASE AGREEMENT

THIS SECOND AMENDED LEASE AGREEMENT ("Second Lease Amendment") is made and entered into as of [MONTH] [DAY], 2021 ("Effective Date") by and between CITY OF VANCOUVER, a Washington municipal corporation ("Landlord" or "City"), and Fort Vancouver Regional Library District, a Washington inter-county rural library district ("Tenant" or "FVRL"). Collectively, the Landlord and Tenant are referred to as the "Parties".

BACKGROUND

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 19, 2011 as amended by that certain First Amended Lease Agreement (the "First Amendment") dated June 2020 (collectively the "Lease Agreement") which replaced any prior lease agreements between the Parties including, without limitation, a lease agreement dated August 20, 1963.

B. Landlord and Tenant, as Seller and Buyer respectively, are also parties to that certain Real Property Purchase and Sale Agreement dated [MONTH] ____, 2021 (the "Purchase Agreement") relating to a transaction for Property defined therein that will replace the Premises, and any parking, supplemental building use, licenses, and easements, including but not limited to the Pearson Field Storage Space, provided by the Lease Agreement. Furthermore, provided that the transaction contemplated by the Purchase Agreement closes (as defined therein), the parties have agreed, as a condition of the Purchase Agreement, to waive obligations of either party to perform capital improvements that might otherwise be required by the Lease Agreement.

C. Tenant's occupation of the Property is contingent upon termination of the "Sea Mar Lease," as defined in the Purchase Agreement. Pursuant to the Sea Mar Lease, the date that Sea Mar Community Health Centers, the Lessee, vacates the Leased Premises on the Property shall be the "Sea Mar Lease Termination Date" upon which Section 3(D), as amended and restated below, is dependent.

AGREEMENT

NOW THEREFORE, the Parties agree to amend the Lease Agreement, as set forth herein. Except as specified below, all other terms of the Lease Agreement remain in full force and effect.

1. <u>Amended and Restated Provisions</u>.

1.1 The following Section of the Lease Agreement related to "Premises and Term" is hereby amended and restated in its entirety:

> Section 3(D). The "Lease Term" shall begin on the Commencement Date and continue until it terminates on the date that is either: (1) ninety (90) days following the Tenant's written notice of termination, or (2) 365 days following the Sea Mar Lease Termination Date, whichever is earlier, but in no event shall the Lease Agreement

terminate later than December 31, 2023("Lease Termination Date").

1.2 The following Section of the Lease Agreement related to "Building Use, License and Easements" is hereby amended and restated in its entirety:

Section 5(B). Vancouver Community Library Building Supplemental Parking. For the remainder of the Lease Term, the Landlord, as "Licensor," hereby conveys and grants the Tenant, as "Licensee," a license for continued use of thirty-one (31) parking spaces on the Premises, located in the vicinity designated on Exhibit A – Amended Outline of Premises of the Lease, to be used for Fort Vancouver Regional Library District employee parking through the Lease Termination Date. The location of such parking spaces on the Premises during the Lease Term shall be determined by mutual agreement between Tenant and Landlord. Commencing on the day after the Lease Termination Date and continuing through December 31, 2041, the City shall reserve thirty-one (31) parking spaces for Fort Vancouver Regional Library District employee parking on the Premises or within the Historic Reserve, subject to the following conditions: (1) such spaces are not able to be accommodated in new or expanded parking at the planned Library Square site adjacent to the Vancouver Community Library located at 901 C Street, Vancouver, WA 98660; and (2) the mutual execution of a Parking License Agreement by the City and FVRL on or before the Lease Termination Date, substantially in the form attached hereto as Exhibit D, with such Parking License Agreement including provisions that (a) FVRL pay to City the current established City parking rates, as adjusted on an annual basis, for the parking spaces; and (b) that such parking spaces be located on the former Premises or within the Historic Reserve, with the specific location determined at the City's sole discretion.

3. Additional Provisions. The following Section relating to "Maintenance, Improvements and Restoration of Damage" is hereby added to the Lease Agreement as an additional provision:

Section 6(E). Waiver of Capital Repair Obligations. Notwithstanding any other provision of the Lease Agreement, the Premises condition as of the Closing Date of the Purchase Agreement, as that term is defined therein, shall be deemed part of the "Pre-Existing Conditions" and neither Tenant nor Landlord shall have any obligation to complete any capital improvements or capital or other major repairs to the Leased Premises (as defined in the First Amendment) required as of the Effective Date of this Second Amendment (or that becomes necessary after the Effective Date of this Second Amendment), including but not limited to roof, chiller, boiler, electrical, or lighting replacement or repairs.

BY EXECUTING THIS SECOND LEASE AMENDMENT IN THE SPACE PROVIDED BELOW, THE INDIVIDUALS IDENTIFIED BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO EXECUTE THE LEASE ON SUCH PARTY'S BEHALF AND HAVE AUTHORITY TO SO BIND THE PARTY.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the day and year first above written.

LANDLORD:

CITY OF VANCOUVER, a Washington municipal corporation

By:____
By: Eric Holmes, City Manager

Attest:

By:____
By: Natasha Ramras, City Clerk

Approved as to Form:

By:____
By: Jonathan Young, City Attorney

TENANT:

FORT VANCOUVER REGIONAL LIBRARY DISTRICT,
a Washington inter-county rural library district

By:____
By: Amelia Shelley, Executive Director

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STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Eric Holmes, to me personally known to be the CITY MANAGER of THE CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:___________________________________
Name (Print):________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at __________________________________
My appointment expires:______________________

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Amelia Shelley, to me known to be the EXECUTIVE DIRECTOR of the FORT VANCOUVER REGIONAL LIBRARY DISTRICT, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:___________________________________
Name (Print):________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at __________________________________
My appointment expires:______________________

112544074.3 0030287-00020

EXHIBIT D
PARKING LICENSE AGREEMENT

[TO BE INSERTED]

PARKING LICENSE AGREEMENT

DATED:	[DATE]
THE CITY:	CITY OF VANCOUVER, a Washington Municipal Corporation Referred to as the "City"
FVRL:	FORT VANCOUVER REGIONAL LIBRARY DISTRICT, a Washington inter-county rural library district Referred to as the "FVRL"

<u>BACKGROUND:</u>

A. The City and FVRL are parties to that certain Lease Agreement, dated December 19, 2011, as amended by that First Amended Lease Agreement dated June 2020 and that Second Amended Lease Agreement of even date herewith (the "Headquarters Lease") for certain premises located at 1007 East Mill Plain Blvd., serving as the administrative headquarters for FVRL during the term of the Lease.

B. The City and FVRL are also parties to that certain Purchase and Sale Agreement dated [DATE] (the "PSA") providing for FVRL's acquisition of property located at 2018 Grand Blvd, Vancouver, Washington, which property is intended to serve as FVRL's new administrative headquarters and which PSA necessitated a second amendment to the Headquarters Lease providing for early termination and resulting in modification of certain supplemental parking arrangements contained therein.

C. As part of such amendments, the City and FVRL agreed to enter into this Parking License Agreement to formalize the supplemental parking arrangement provided for in Section 5(B) of the Headquarters Lease.

NOW THEREFORE, the Parties hereby agree as follows:

1. City of Vancouver:

1.1 The City will reserve thirty-one (31) parking spaces on or about the property located at 1007 East Mill Plain Blvd. or within the Historic Reserve (the "Supplemental Parking Spaces"), with the specific location of such Supplemental Parking Spaces determined at the City's sole discretion, for use by employees of FVRL.

1. 2 In accordance with the consideration exchanged under the Headquarters Lease, FVRL will have access to the Supplemental Parking Spaces at no additional charge from the Commencement Date through December 31, 2031 and shall be required to use and distribute to its employees any permits the City may issue from time to time for access to such spaces.

1.3 Beginning January 1, 2032 and continuing through the Termination Date, FVRL shall pay to City the then-current established City monthly parking rates for each of the Supplemental Parking Spaces, as adjusted on an annual basis (the "Parking License Fee").

However, in no event shall the Parking License Fee increase by more than twenty percent (20%) annually.

1.4 FVRL shall pay the Parking License Fee promptly on a frequency billed by the City, but no more often than monthly.

2. Fort Vancouver Regional Library District:

2.1 FVRL will distribute parking permits issued by the City to FVRL employees and in accordance with current policies and practices provided by the City with such permits.

2.2 FVRL understands that if permit holders park in spots other than those designated for FVRL, those vehicles may be ticketed and/or towed by the City's parking enforcement officers.

2.3 FVRL shall promptly inform the City of any defects it becomes aware of in any area used for parking provided for in this agreement.

2.4 FVRL may not sublicense or allow use of the Supplemental Parking Spaces by anyone other than current FVRL employees.

3. Term

This Agreement shall be effective upon termination of the Headquarters Lease (the "Commencement Date") and shall continue until December 31, 2041 or such date on which it is otherwise terminated in accordance with Section 4 (the "Termination Date").

4. Termination

4.1 In the event that FVRL obtains access to parking spaces in new or expanded parking at the planned Library Square site adjacent to the Vancouver Community Library located at 901 C Street, Vancouver, WA 98660, this Parking License Agreement shall automatically terminate within five (5) business days of such parking access becoming available to FVRL.

4.2 This Agreement may be terminated at any time by FVRL by providing ten (10 days) written notice to the City, or upon such date as the parties mutually agree in writing.

5. Insurance

FVRL shall maintain a comprehensive general liability insurance policy in the amount of $2,000,000.00 per occurrence naming City as an additional insured for liability arising from FVRL negligence (including FVRL officers, agents, and employees) related to this Agreement.

6. Hold Harmless/Indemnification

FVRL shall indemnify, protect, defend and hold harmless the City and its agents from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with this agreement; provided that this indemnity shall not extend to damages arising from the sole negligence of the City. If any action or proceeding is brought against City by reason of any of the foregoing matters, FVRL shall upon notice defend the same at FVRL's expense by counsel reasonably satisfactory to City and City shall cooperate with FVRL in such defense. City need not have first paid any such claim in order to be defended or indemnified. Furthermore, any personal property of FVRL or any FVRL employee of any kind or description whatsoever in the Supplemental Parking Spaces shall be at such person's sole risk. The City shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of FVRL or an FVRL employee arising from any acts or neglect of other occupants or users of City parking.

7. Default

If FVRL (a) fails to pay the License Fee, or any part thereof, within ten (10) business days after written notice that payment of such use fees are delinquent, or (b) is in breach of any other covenant under this Agreement thirty (30) days after written notice from the City stating the nature of such breach (unless FVRL has commenced the correction for such breach and such correction will reasonably require more than thirty (30) days to complete) then City may cancel this License upon giving FVRL thirty (30) days' written notice.

8. Notices

All notices required or permitted hereunder will be in writing and will be served on the parties at the addresses set forth below. Any such notices will be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice will be deemed delivered one business day after deposit with such courier or (b) sent by email, in which case notice will be deemed delivered upon transmission, or (c) sent by personal delivery, in which case notice will be deemed delivered upon receipt. Any notice sent by facsimile, email or personal delivery and delivered after 5:00 p.m. local time where the Property is located will be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address will be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice will not be deemed a failure to give notice.

City's notice address:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attn: Parking Manager

With a copy to:

City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995
Attn: City Attorney

FVRL's notice address:

Fort Vancouver Regional Library District
Operations Center
2018 Grand Blvd.
Vancouver, WA 98663
Attn: Amelia Shelley, Executive Director

With a copy to:

Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205
ATTN: Steven Moore

9. No Assignment

No party shall sell, assign, sublet, transfer, or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer, or any other encumbrance to occur by operation of law or otherwise without the prior consent of the other parties.

10. Amendment

The provisions of this Agreement may be amended by the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of all the parties.

SIGNATURES:

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year first written above.

BY: ________________________________

Amelia Shelley, Executive Director
Fort Vancouver Regional Library District

BY: ________________________________

Eric J. Holmes, City Manager
City of Vancouver

FIRST AMENDMENT TO SHORT-TERM OFFICE LEASE

THIS FIRST AMENDMENT ("First Amendment") to that certain Short-Term Office Lease dated February 1, 2021 is made effective [DAY] [MONTH], 2021 by and by and between the CITY OF VANCOUVER, a Washington municipal corporation, whose business address is PO BOX 1995, Vancouver, Washington 98668-1995 ("LESSOR"), and SEA MAR COMMUNITY HEALTH CENTERS, a Washington public benefit corporation, whose business address is 1040 S. Henderson Street, Seattle, Washington 98108 ("LESSEE"). The parties hereto may be referred to individually as a "Party" and collectively as the "Parties."

BACKGROUND

A. LESSOR and LESSEE are parties to that certain Short-Term Office Lease dated February 1, 2021 (the "Short-Term Lease").

B. LESSEE is pursuing development and preparation of a new location for LESSEE'S office operations and may require additional time beyond the current term of the Short-Term Lease to transfer its operations to the new location.

C. LESSOR is currently negotiating sale of the property commonly known as the Vancouver Navigation Center located at 2018 Grand Boulevard, Vancouver, Washington in which the Leased Premises are located, and the success of such transaction depends termination of the Short-Term Lease and upon LESSEE timely vacating the Leased Premises.

D. LESSOR is willing to extend the outside occupancy date of the Leased Premises for LESSEE from December 31, 2021 to February 28, 2022, as provided by this First Amendment, based on LESSEE's assurance that such additional time will be sufficient for LESSEE to complete the relocation of its operations currently housed at the Leased Premises.

AGREEMENT

NOW THEREFORE, the Parties agree to amend the Short-Term Lease as set forth herein.

1. <u>Amended and Restated Provision</u>. The following section of the Lease Agreement related to the "Term" is hereby amended and restated in its entirety:

> TERM: This Short-Term Lease is for a term of six (6) months, beginning February 1, 2021 and expiring on July 31, 2021 ("Expiration Date"). Continued occupancy of the Leased Premises by LESSEE beyond the Expiration Date shall be on a month-to-month basis, subject to the terms and conditions of this Short-Term Lease, not to extend beyond February 28, 2022 ("Termination Date"). Either Party may terminate this Short-Term Lease in advance of the Termination Date upon advance written notice of fifteen (15) days to the other party.

2. Assignment. Landlord may assign this Short Term Lease, provided however that Landlord must provide Tenant written notice of such assignment. Tenant may not assign this Short Term Lease without Landlord's advance written consent, which consent may be withheld at Landlord's sole discretion.

3. Security Deposit. Landlord and Tenant acknowledge that Tenant has deposited and Landlord holds a security deposit in the amount of $9,333.33 (the "Security Deposit"), which deposit was carried forward from a prior lease arrangement by and between the parties for a separate location.

4. Miscellaneous Provisions.

4.1. Except as specified herein, all other terms and agreements of the Short-Term Lease remain in full force and effect.

4.2. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the definitions provided in the Short-Term Lease.

4.3. **BY SIGNING THIS FIRST AMENDMENT, THE INDIVIDUALS IDENTIFIED BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS FIRST AMENDMENT ON BEHALF OF PARTY INDICATED AND HAVE AUTHORITY TO SO BIND THE RESPECTIVE PARTY.**

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

LESSOR:

CITY OF VANCOUVER,
a Washington municipal corporation

By:____
By: Eric Holmes, City Manager

Attest:

By:____
By: Natasha Ramras, City Clerk

Approved as to Form:

By:____
By: Jonathan Young, City Attorney

LESSEE:

SEA MAR COMMUNITY HEALTH CENTERS,
a Washington public benefit corporation

By:____
By: Rogelio Riojas, CEO

[NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE]

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Eric Holmes, to me personally known to be the CITY MANAGER of THE CITY OF VANCOUVER, WASHINGTON, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said agency for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:___________________________________
Name (Print):________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at __________________________________
My appointment expires:______________________

STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On ____________________, 20____, before me personally appeared Rogelio Riojas, to me known to be the CEO of the SEA MAR COMMUNITY HEALTH CENTERS, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Signature:___________________________________
Name (Print):________________________________
NOTARY PUBLIC in and for the State of Washington,
residing at __________________________________
My appointment expires:______________________

Item #5.

Staff Report 183-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Approval of Requests for Paid Time Off (PTO) Cash-out

Key Points

- Claim vouchers are presented for Council's consideration in the usual manner.
- Companion to claim vouchers is a roster of PTO cash-out for Council's approval.
- Employees of the City of Vancouver accrue Paid Time Off (PTO) in accordance with City Policy as a benefit of employment.
- The City has a longstanding practice of permitting employees to cash out unused PTO hours at specified times throughout the year or upon separation from the City.
- Employee PTO banks represent a future liability that the City has the capacity to pay down at present day values. Payments will be carried out contingent upon City Council approval of the claims voucher.

Strategic Plan Alignment

N/A

Present Situation

Employees of the City of Vancouver accrue Paid Time Off (PTO) in accordance with City policy as a benefit of employment. The City's leave policies assist in attracting and retaining exceptionally talented staff. The City has had a longstanding practice of permitting employees to cash out unused PTO hours at specified times throughout the year or upon separation from the City. Over the past year, the City has made minor refinements to this process, which has resulted in bringing all PTO cash out requests forward as a single claim voucher once per year. Doing so has ensured the City's compliance with guidance from the Internal Revenue Service (IRS). IRS guidance indicates that a policy that allows up to a certain number of hours to be cashed out prior to Council authorization may create a tax liability to the individual employees whether they elect to cash out PTO or not. Moving forward, the administrative policy has been amended to address this, allowing PTO cash-outs once per year upon approval of City Council.

Employee PTO banks represent a future liability that the City has the capacity to pay down today, at present day values, in the amounts requested. Approving the requested PTO cash outs at present day values is therefore consistent with the City's commitment to 'pay as we go' with sound financial stewardship.

Advantage(s)

Approval buys down future PTO bank liability at present day value and supports a longstanding practice that continues to make the City of Vancouver an employer of choice for attracting and retaining exceptionally talented staff.

Disadvantage(s)

Approval and payment of the requested PTO Cash Out requests will reduce the City's liquid capital. However, PTO banks also represent a future liability for the City and capacity exists within the 2021 budget to buy down this future liability at present day salary schedules.

Budget Impact

None. The sufficient budget to cover the PTO Cash Out payments is included in the 2021-2022 biennial budget.

Prior Council Review

None

Action Requested

Approve Cash Out of the PTO hours specified in Attachment A to the staff report concurrent with approval of payment vouchers.

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

ATTACHMENTS:

- Claims report for 12.06.21
- Attachment A: PTO Cash Out Spreadsheet

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:

$ 7,199,154.28 **this 6th day of December 2021.**

Anne McEnerny-Ogle
MAYOR

COUNCILMEMBER

Cyndi A Turner
AUDITING OFFICER

Laurie Lebowsky
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 16, 2021 - November 29, 2021	Accounts Payable Checks (see attached)	**$ 3,991,800.51**
November 16, 2021 - November 29, 2021	Hansen City Payments (see attached)	**$ 22,531.99**
November 16, 2021 - November 29, 2021	Visa Refunds (see attached)	**$ 3,237.89**
November 16, 2021 - November 29, 2021	Payroll Checks (see attached)	**$ 3,181,583.89**
TOTAL		**$ 7,199,154.28**

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	26483	11/17/2021	121.64	Adkins,Amelia	Utility Refunds: 0000009184-02
Ad Hoc Payment	Check	26484	11/17/2021	314.08	Aleksandr Voronin and Lidiya Voronina	Utility Refunds: 0075074206-00
Ad Hoc Payment	Check	26485	11/17/2021	50.00	ALLYSEN ALLEE	VOUCHER 2008668.030
Ad Hoc Payment	Check	26486	11/17/2021	79.88	Amicci,Bruno	Utility Refunds: 0021090200-02
Ad Hoc Payment	Check	26487	11/17/2021	135.08	Auld,Zachary and Sarah	Utility Refunds: 0000008040-02
Ad Hoc Payment	Check	26488	11/17/2021	3,079.79	Ayres,Ron	Utility Refunds: 0113005910-04
Ad Hoc Payment	Check	26489	11/17/2021	86.89	Brock,Paula M	Utility Refunds: 0044077996-16
Ad Hoc Payment	Check	26490	11/17/2021	385.64	Brock,Paula M and Johnathan	Utility Refunds: 0044077996-16
Ad Hoc Payment	Check	26491	11/17/2021	68.39	Carick,James	Utility Refunds: 0067015038-07
Ad Hoc Payment	Check	26492	11/17/2021	424.38	Chi Keung and Weiping Li Yeung	Utility Refunds: 0012047880-02
Ad Hoc Payment	Check	26493	11/17/2021	50.00	CHIMIKO WRIGHT	VOUCHER 2008682.030
Ad Hoc Payment	Check	26494	11/17/2021	180.00	Chumakov,Maksim	Utility Refunds: 0000007964-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26495	11/17/2021	215.00	Cook,Ronald	Utility Refunds: 0038046500-00
Ad Hoc Payment	Check	26496	11/17/2021	18.60	Cotton,Jennifer and Ryan	Utility Refunds: 0003043901-10
Ad Hoc Payment	Check	26497	11/17/2021	81.47	Danford,John M	Utility Refunds: 0049083662-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26498	11/17/2021	71.23	David and Judith Gearhart Trustee	Utility Refunds: 0084015091-01
Ad Hoc Payment	Check	26499	11/17/2021	81.51	Dupuis,Stennett and Kieran	Utility Refunds: 0158001315-00
Ad Hoc Payment	Check	26500	11/17/2021	7,052.50	Earthworks Excavating Services Inc.	SCIP Program Shaver 2401 NE 124th Ave Inv WA176-21
Ad Hoc Payment	Check	26501	11/17/2021	136.78	ENTEK Corporation	MPE-309889
Ad Hoc Payment	Check	26502	11/17/2021	59.51	ENTEK Corporation	MPE-309888
Ad Hoc Payment	Check	26503	11/17/2021	393.20	Estate of Patricia L Wells	Utility Refunds: 0052008000-01
Ad Hoc Payment	Check	26504	11/17/2021	2,520.00	FM Restaurants El Torito Opco LLC	Refund: Bus Lic Fees COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	26505	11/17/2021	3,528.66	Fourth Plains 5000	Utility Refunds: 0023078202-06
Ad Hoc Payment	Check	26506	11/17/2021	379.50	Francis Reagan	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	26507	11/17/2021	41.19	Gould,Molly	Utility Refunds: 0059037666-02
Ad Hoc Payment	Check	26508	11/17/2021	952.92	Grove at 58th Home Owners Association	Utility Refunds: 0500004341-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26509	11/17/2021	54.38	Hamilton,Emerald	Utility Refunds: 0500002890-02
Ad Hoc Payment	Check	26510	11/17/2021	550.00	IWF Oregon (International Women's Forum)	Annual Base Membership - IWF Oregon
Ad Hoc Payment	Check	26511	11/17/2021	146.64	James,Craig and Jamie	Utility Refunds: 0081028800-07
Ad Hoc Payment	Check	26512	11/17/2021	70.00	JCPENNEY	Refund: Alarm billing acct 22238 inv 99452822
Ad Hoc Payment	Check	26513	11/17/2021	50.00	JUNIOR KILAFWAKLUN	VOUCHER 2008679.030
Ad Hoc Payment	Check	26514	11/17/2021	83.53	Kali Kiger and Christopher Trahey	Utility Refunds: 0070088828-05
Ad Hoc Payment	Check	26515	11/17/2021	900.88	Kovach,Lori and Scott	Utility Refunds: 0118010145-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26516	11/17/2021	87.44	Lee,Cynthia D	Utility Refunds: 0147004012-03
Ad Hoc Payment	Check	26517	11/17/2021	172.11	Lompa,Kristen	Utility Refunds: 0002000111-02
Ad Hoc Payment	Check	26518	11/17/2021	195.72	Maffucci,Michael	Utility Refunds: 0022012800-08
Ad Hoc Payment	Check	26519	11/17/2021	96.10	Maurina Living Trust	Utility Refunds: 0056077074-01
Ad Hoc Payment	Check	26520	11/17/2021	1,743.57	Michael Levan	Claim Payment - DOL: 09/04/21 - Risk
Ad Hoc Payment	Check	26521	11/17/2021	128.00	Miller Nash	APL-81796
Ad Hoc Payment	Check	26522	11/17/2021	146.41	Millikan,Kenny S	Utility Refunds: 0082000640-09
Ad Hoc Payment	Check	26523	11/17/2021	155.65	Moeller,James	Utility Refunds: 0040044800-01
Ad Hoc Payment	Check	26524	11/17/2021	294.00	Moroz,Oleg and Olga	Utility Refunds: 0071097200-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26525	11/17/2021	138.58	Morris,John	Utility Refunds: 0113005916-01
Ad Hoc Payment	Check	26526	11/17/2021	56.84	Murray,Chantel and Christian	Utility Refunds: 0111020000-04
Ad Hoc Payment	Check	26527	11/17/2021	169.00	Nienber,Mikeila	Utility Refunds: 0038013300-02 Consolidated refund created from multiple refunds

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

INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	26528	11/17/2021	87.00	Norris and Stevens	Refund: CIVICGOV inv 77035684 cust 757209 and inv077036314 cust 757211
Ad Hoc Payment	Check	26529	11/17/2021	11,772.25	Pacific Drain Services LLC DBA Pacific Plumbing & Drain	SCIP Program 2021080911000040 Christianson 2204 NE 87th Ave
Ad Hoc Payment	Check	26530	11/17/2021	16.26	Palin RP Investments 2 LLC	Utility Refunds: 0011056100-21
Ad Hoc Payment	Check	26531	11/17/2021	51.94	Palinsky,Jacqueline and Jared	Utility Refunds: 0071098200-02
Ad Hoc Payment	Check	26532	11/17/2021	55.35	Professional Credit Service	Refund: Reid 7202704347 inv 71370 neg trust dated 11.9.21
Ad Hoc Payment	Check	26533	11/17/2021	131.37	Ratzman,Steven	Utility Refunds: 0093003200-07
Ad Hoc Payment	Check	26534	11/17/2021	11,211.31	River City Environmental, Inc	SCIP program K Bohrnsen & R Green (612 Beech St) inv 663612
Ad Hoc Payment	Check	26535	11/17/2021	23.60	Rooks,Julianna L and Darrell L	Utility Refunds: 0017084555-03
Ad Hoc Payment	Check	26536	11/17/2021	229.74	Salzer,Ronald W	Utility Refunds: 0058019400-12
Ad Hoc Payment	Check	26537	11/17/2021	17.94	Schneider,John and Katherine	Utility Refunds: 0049083614-07
Ad Hoc Payment	Check	26538	11/17/2021	284.09	Short,Daniel and Jillene	Utility Refunds: 0065042500-07
Ad Hoc Payment	Check	26539	11/17/2021	153.61	Singh,Bikram	Utility Refunds: 0070088672-04
Ad Hoc Payment	Check	26540	11/17/2021	90.00	Tokyroll Corp	Refund: Bus Lic Fees Ref COVID-19 surch ref prog
Ad Hoc Payment	Check	26541	11/17/2021	5.00	Washington State Labor and Industries	Refund: CIVICGOV inv 77035573 cust 753732
Ad Hoc Payment	Check	26542	11/17/2021	53.00	Washington State Labor and Industries	Refund: CIVICGOV inv 77034272 cust 753732
Ad Hoc Payment	Check	26543	11/17/2021	405.46	Watrous,Guy	Utility Refunds: 0000009121-02
Ad Hoc Payment	Check	26544	11/17/2021	504.68	Webb,Dana and Robert	Utility Refunds: 0032005400-02
Ad Hoc Payment	Check	26545	11/17/2021	77.91	Wright,Michael D and Charlotte	Utility Refunds: 0075004560-06
Ad Hoc Payment	Check	26546	11/17/2021	396.51	Yonas Buraka and Lelise Tulu	Utility Refunds: 0115000387-04
Ad Hoc Payment	Check	26547	11/17/2021	1,227.57	Zhomiru,Sergey	Utility Refunds: 0002000111-02
Supplier Payment	Check	26548	11/17/2021	1,103.33	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	26549	11/17/2021	187,154.62	Advanced Excavating Specialists LLC	
Supplier Payment	Check	26550	11/17/2021	35,812.72	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	26551	11/17/2021	84,995.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26552	11/17/2021	130.20	American Sani-Can	
Supplier Payment	Check	26553	11/17/2021	103.47	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	26554	11/17/2021	14,322.00	Arborscape Ltd Inc	
Supplier Payment	Check	26555	11/17/2021	2,030.40	Cascade Centers Inc	
Supplier Payment	Check	26556	11/17/2021	14,681.29	CECO Inc	
Supplier Payment	Check	26557	11/17/2021	12,768.19	CFM Strategic Communications, Inc.	
Supplier Payment	Check	26558	11/17/2021	430.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	26559	11/17/2021	18,769.92	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26560	11/17/2021	6,459.07	Clark Public Utility District No. 1	
Supplier Payment	Check	26561	11/17/2021	1,567.60	Clark Public Utility District No. 1	
Supplier Payment	Check	26562	11/17/2021	8,533.80	Copiers Northwest	
Supplier Payment	Check	26563	11/17/2021	2,105.00	Crandall Arambula PC	
Supplier Payment	Check	26564	11/17/2021	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	26565	11/17/2021	30,933.06	Dell Marketing LP	
Supplier Payment	Check	26566	11/17/2021	30,386.63	Del Sol Inc	
Supplier Payment	Check	26567	11/17/2021	6,580.58	DHI Water & Environment, Inc	
Supplier Payment	Check	26568	11/17/2021	4,064.19	DKS Associates Inc	
Supplier Payment	Check	26569	11/17/2021	293,212.74	Enviro-Clean Equipment Inc	
Supplier Payment	Check	26570	11/17/2021	275.00	ERF Company Inc	
Supplier Payment	Check	26571	11/17/2021	1,665.00	Evergreen School District 114	
Supplier Payment	Check	26572	11/17/2021	850.00	Examworks Inc	
Supplier Payment	Check	26573	11/17/2021	16,366.26	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	26574	11/17/2021	4,177.25	First American Title Ins Co	
Supplier Payment	Check	26575	11/17/2021	174.92	Genuine Parts Company	

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Supplier Payment	Check	26576	11/17/2021	5,623.00	H&H Wood Recyclers	
Supplier Payment	Check	26577	11/17/2021	254.98	HID Global Corporation	
Supplier Payment	Check	26578	11/17/2021	88,321.37	Intermountain Slurry Seal Inc	
Supplier Payment	Check	26579	11/17/2021	4,896.04	ISSQUARED Inc.	
Supplier Payment	Check	26580	11/17/2021	2,550.00	Man's Best Friend Inc	
Supplier Payment	Check	26581	11/17/2021	1,226.48	Mark IV Enterprises Inc	
Supplier Payment	Check	26582	11/17/2021	1,803.75	Marquam Group LTD	
Supplier Payment	Check	26583	11/17/2021	30,564.38	McFarlanes Bark Inc	
Supplier Payment	Check	26584	11/17/2021	37,000.00	Milliman Inc	
Supplier Payment	Check	26585	11/17/2021	1,224.89	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	26586	11/17/2021	37,249.00	Newco Inc.	
Supplier Payment	Check	26587	11/17/2021	3,502.08	New Life Friends Church	
Supplier Payment	Check	26588	11/17/2021	13,659.47	Northeast Electric LLC	
Supplier Payment	Check	26589	11/17/2021	1,271.14	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	26590	11/17/2021	4,400.34	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	26591	11/17/2021	17,052.50	Noteworthy PR	
Supplier Payment	Check	26592	11/17/2021	20,421.12	Parametrix, Inc	
Supplier Payment	Check	26593	11/17/2021	2,649.14	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	Check	26594	11/17/2021	99.64	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	26595	11/17/2021	2,290.05	Portland Adventist Medical Center	
Supplier Payment	Check	26596	11/17/2021	944.76	Portland Mechanical Construction LLC	
Supplier Payment	Check	26597	11/17/2021	2,345.78	PPC Solutions Inc	
Supplier Payment	Check	26598	11/17/2021	2,000.00	Public Safety Testing Inc	
Supplier Payment	Check	26599	11/17/2021	1,332.23	Purple Communications Inc	
Supplier Payment	Check	26600	11/17/2021	761.90	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	26601	11/17/2021	55.31	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	26602	11/17/2021	149.19	Rentokil North America Inc	
Supplier Payment	Check	26603	11/17/2021	2,300.00	Ritz Safety LLC	
Supplier Payment	Check	26604	11/17/2021	39,744.00	Rockford H. Lang	
Supplier Payment	Check	26605	11/17/2021	2,998.61	San Diego Police Equipment Co Inc	
Supplier Payment	Check	26606	11/17/2021	91,484.64	Scott Edwards Architecture LLP	
Supplier Payment	Check	26607	11/17/2021	40,611.41	Share Inc	
Supplier Payment	Check	26608	11/17/2021	942.76	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26609	11/17/2021	40,975.00	Southwest Washington Humane Society	
Supplier Payment	Check	26610	11/17/2021	429.30	Spacesaver Specialists	
Supplier Payment	Check	26611	11/17/2021	6.61	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	26612	11/17/2021	84,750.84	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	26613	11/17/2021	129.03	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Check	26614	11/17/2021	22.37	State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041	
Supplier Payment	Check	26615	11/17/2021	725.80	State of Washington Department of Transportation	
Supplier Payment	Check	26616	11/17/2021	46.04	Stericycle Inc	
Supplier Payment	Check	26617	11/17/2021	314.65	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	26618	11/17/2021	656.58	TMark Inc.	

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

Supplier Payment	Check	26619	11/17/2021	3,450.00	Triangle Resources Inc	
Supplier Payment	Check	26620	11/17/2021	94.94	Triple J Enterprises	
Supplier Payment	Check	26621	11/17/2021	1,339.50	United States Department of Agriculture - Remit-To: USDA APHIS - St Louis	
Supplier Payment	Check	26622	11/17/2021	4,795.69	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	26623	11/17/2021	238.57	US Bank National Association - Remit-To: Voyager Fleet Systems Inc	
Supplier Payment	Check	26624	11/17/2021	72.00	Vancouver Aire LLC	
Supplier Payment	Check	26625	11/17/2021	248.00	Vast Data Concepts	
Supplier Payment	Check	26626	11/17/2021	4,792.04	Walter E Nelson Company	
Supplier Payment	Check	26627	11/17/2021	1,906.72	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26628	11/17/2021	10,650.00	Willis Towers Watson Insurance Services West inc	
Supplier Payment	Check	26629	11/17/2021	38,601.95	Wilson Oil Inc	
Supplier Payment	Check	26630	11/17/2021	10,798.75	Xchange Recovery	
Supplier Payment	Check	26631	11/17/2021	1,171.80	YOLO Washington LLC	
Supplier Payment	Check	26632	11/17/2021	2,282.68	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	26633	11/17/2021	422,087.49	Clark Public Utility District No. 1	
Supplier Payment	Check	26634	11/24/2021	7,898.57	Aflac	
Supplier Payment	Check	26635	11/24/2021	4,988.87	AFSCME Local #307	
Supplier Payment	Check	26636	11/24/2021	22,526.03	IAFF Local #452	
Supplier Payment	Check	26637	11/24/2021	665.00	IAM Local #1374	
Supplier Payment	Check	26638	11/24/2021	8,456.26	Life Insurance Company of North America	
Supplier Payment	Check	26639	11/24/2021	500.00	MFS Service Center Inc	
Supplier Payment	Check	26640	11/24/2021	4,120.24	OPEIU Local #11	
Supplier Payment	Check	26641	11/24/2021	608.00	Teamsters Local #58	
Supplier Payment	Check	26642	11/24/2021	297.50	UA Local #290	
Supplier Payment	Check	26643	11/24/2021	2,624.40	Western Conference of Teamsters	
Supplier Payment	Check	26644	11/24/2021	723.12	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	26645	11/24/2021	990.00	Allen Enterprises INC	Refund: Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	26646	11/24/2021	85.30	Anna B Miller and Greg Pothier	Utility Refunds: 0068021700-02
Ad Hoc Payment	Check	26647	11/24/2021	75.00	Anzhelika Gavrilovich	Refund: ovrpmt cit 7202603981 paid COV & PCS
Ad Hoc Payment	Check	26648	11/24/2021	492.52	Avenu Insights & Analytics/Muniservices	Refund: Blue Water Behavioral Cons VAN151789068 overchrgd
Ad Hoc Payment	Check	26649	11/24/2021	30.57	Azorr,Elyse	Utility Refunds: 0115003046-07
Ad Hoc Payment	Check	26650	11/24/2021	152.93	Brian Giffin	CMI-308973
Ad Hoc Payment	Check	26651	11/24/2021	124.57	Burke,Patricia and Michael	Utility Refunds: 0500003087-03
Ad Hoc Payment	Check	26652	11/24/2021	160.05	Calvert,Cheyenne and Jacob	Utility Refunds: 0112092028-05
Ad Hoc Payment	Check	26653	11/24/2021	350.00	CARTUS FINANCIAL CORP	Utility Refunds: 0126000116-03
Ad Hoc Payment	Check	26654	11/24/2021	17.41	Chenette Revocable Living Trust	Utility Refunds: 0084022800-07
Ad Hoc Payment	Check	26655	11/24/2021	479.45	Chingchu Huang and Chao-Pei Chen	Utility Refunds: 0137007132-03
Ad Hoc Payment	Check	26656	11/24/2021	595.00	Clara Northrup	Refund: Cust previously paid for cemetery services
Ad Hoc Payment	Check	26657	11/24/2021	20.00	Clark County District Court	Refund: citation 7202505909 Thomas Givvines
Ad Hoc Payment	Check	26658	11/24/2021	261.20	Colo,Jo Ellen and Kevin	Utility Refunds: 0141003960-03
Ad Hoc Payment	Check	26659	11/24/2021	265.79	Compass Electric LLC	MPE-311330
Ad Hoc Payment	Check	26660	11/24/2021	57.39	Cook,Thomas and Deanna	Utility Refunds: 0078027100-02
Ad Hoc Payment	Check	26661	11/24/2021	137.35	Cozad,Angela	Utility Refunds: 0114008970-11
Ad Hoc Payment	Check	26662	11/24/2021	279.98	Cronin,Christopher and Esther	Utility Refunds: 0055036800-04
Ad Hoc Payment	Check	26663	11/24/2021	317.18	Demars,Brittany and Cody	Utility Refunds: 0110006010-25
Ad Hoc Payment	Check	26664	11/24/2021	2,160.00	Denic Restaurants INC	Refund: Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	26665	11/24/2021	225.00	Dikes,Terry J	Utility Refunds: 0015004903-06

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

Ad Hoc Payment	Check	26666	11/24/2021	70.10	Dittus,Lee Walter	Utility Refunds: 0062019000-00
Ad Hoc Payment	Check	26667	11/24/2021	147.90	Dittus,Lee Walter and Marilyn June	Utility Refunds: 0062019000-00
Ad Hoc Payment	Check	26668	11/24/2021	35.17	Dove,John H	Utility Refunds: 0077001019-02
Ad Hoc Payment	Check	26669	11/24/2021	228.00	Evergreen Station Chevron	Refund: cust dup paid Inv 77035131 cust 712393
Ad Hoc Payment	Check	26670	11/24/2021	448.00	Francine San Nicolas	Rental Refund
Ad Hoc Payment	Check	26671	11/24/2021	297.95	Galagan,Patricia K and Robert C	Utility Refunds: 0121001330-02
Ad Hoc Payment	Check	26672	11/24/2021	30.29	Grace Yi	Refund: employee permit for ichi 27 is no longer employed
Ad Hoc Payment	Check	26673	11/24/2021	542.59	Green,Robert	Utility Refunds: 0056026600-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26674	11/24/2021	20.00	Greg/Martha Scofield	Refund: alarm billing acct 22250 inv 99454863
Ad Hoc Payment	Check	26675	11/24/2021	145.06	Hamilton,Roger	Utility Refunds: 0079078748-04
Ad Hoc Payment	Check	26676	11/24/2021	244.77	Hill,Barbara	Utility Refunds: 0101000615-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26677	11/24/2021	64.50	Hill,Warren and Waleria	Utility Refunds: 0101000615-02
Ad Hoc Payment	Check	26678	11/24/2021	320.61	Intermark Real Estate Group	Utility Refunds: 0006013200-13 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26679	11/24/2021	1,046.24	INVEST WEST MANAGEMENT LLC	Utility Refunds: 0017032000-11
Ad Hoc Payment	Check	26680	11/24/2021	158.00	Jessup,Joshua and Amy	Utility Refunds: 0007047800-03
Ad Hoc Payment	Check	26681	11/24/2021	100.00	Johannes Schoon	211123 Treefund
Ad Hoc Payment	Check	26682	11/24/2021	29.00	JULIE HO	VOUCHER 2008690.030
Ad Hoc Payment	Check	26683	11/24/2021	59.51	Justradon.com	MPE-310782
Ad Hoc Payment	Check	26684	11/24/2021	69.49	Kolanda,Joseph and Michelle	Utility Refunds: 0121001214-01
Ad Hoc Payment	Check	26685	11/24/2021	1,500.00	Lead-Vancouver LLC	Refund: Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	26686	11/24/2021	80.87	Macdougall,Stephen	Utility Refunds: 0046011130-02
Ad Hoc Payment	Check	26687	11/24/2021	1,000.00	MARCHAND,JAMES	Utility Refunds: 0051012800-03
Ad Hoc Payment	Check	26688	11/24/2021	345.00	Marta Coreas Mejia	Rental Damage Deposit Refund
Ad Hoc Payment	Check	26689	11/24/2021	20.37	MARTINEZ,GABRIELLA	Utility Refunds: 0067030005-03
Ad Hoc Payment	Check	26690	11/24/2021	408.22	Maya Alyona and Vyacheslav Zalyashko	Utility Refunds: 0155021900-05
Ad Hoc Payment	Check	26691	11/24/2021	385.00	MICHAEL MILLING TRUSTEE	Utility Refunds: 0129095080-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26692	11/24/2021	60.70	Miller,Anna B	Utility Refunds: 0068021700-02
Ad Hoc Payment	Check	26693	11/24/2021	59.51	Miller's Heating & Air	MPE-304137
Ad Hoc Payment	Check	26694	11/24/2021	59.51	Miller's Heating & Air	MPE-304136
Ad Hoc Payment	Check	26695	11/24/2021	39.29	Mishler,John R and Vanesa L	Utility Refunds: 0118040000-02
Ad Hoc Payment	Check	26696	11/24/2021	199.33	Morgan,Shirley Jean	Utility Refunds: 0109000228-03
Ad Hoc Payment	Check	26697	11/24/2021	60.89	Muller,Peter	Utility Refunds: 0065025400-21
Ad Hoc Payment	Check	26698	11/24/2021	195.28	NAVARRO,MIGUEL	Utility Refunds: 0067030005-03
Ad Hoc Payment	Check	26699	11/24/2021	124.45	Nikki Norris Special Needs Trust	Utility Refunds: 0123003886-15
Ad Hoc Payment	Check	26700	11/24/2021	20.00	PCS	Refund: Alarm Billing Black Rock Coffee Bar T-2003 inv 99411298
Ad Hoc Payment	Check	26701	11/24/2021	20.00	PCS	Refund: alarm billing Nadia Chapman Photography LLC acct T-5175 inv 99441760
Ad Hoc Payment	Check	26702	11/24/2021	90.47	Pearson,Michelle R	Utility Refunds: 0118030450-01
Ad Hoc Payment	Check	26703	11/24/2021	66.45	Prairie Electric, Inc	MPE-304527
Ad Hoc Payment	Check	26704	11/24/2021	108.81	Price,Colton and Baotruc	Utility Refunds: 0500002086-02
Ad Hoc Payment	Check	26705	11/24/2021	35.12	Purcell,Lorranie	Utility Refunds: 0078352000-01
Ad Hoc Payment	Check	26706	11/24/2021	268.43	Reed,Daniel W and Kathleen S	Utility Refunds: 0039013851-19 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26707	11/24/2021	54.49	Reynolds,Anthony and Alyssa	Utility Refunds: 0117056020-07
Ad Hoc Payment	Check	26708	11/24/2021	10.00	Roberta Giguere	Refund: ovrpymt of cit 0102293
Ad Hoc Payment	Check	26709	11/24/2021	189.15	Rogers,Judy A and Allen L	Utility Refunds: 0070078504-02
Ad Hoc Payment	Check	26710	11/24/2021	100.00	Ron Taylor	211123 Treefund
Ad Hoc Payment	Check	26711	11/24/2021	65.98	Sanchez,Peter L	Utility Refunds: 0058028088-25
Ad Hoc Payment	Check	26712	11/24/2021	204.00	Schwab,Cortney J	Utility Refunds: 0065060500-04

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INVOICE PAYMENTS REPORT

Ad Hoc Payment	Check	26713	11/24/2021	867.20	Scott Anderson	Claim Payment - DOL: April 2018 - Risk
Ad Hoc Payment	Check	26714	11/24/2021	44.12	Shilvock,Mary Lynn and John	Utility Refunds: 0022063801-02
Ad Hoc Payment	Check	26715	11/24/2021	166.18	Sogo,Jeffrey and Margarita	Utility Refunds: 0147023400-01
Ad Hoc Payment	Check	26716	11/24/2021	50.00	Stephanie Ham	Rental Damage Deposit Refund
Ad Hoc Payment	Check	26717	11/24/2021	234.53	Summerfield Homes LLC	Utility Refunds: 0114008982-13
Ad Hoc Payment	Check	26718	11/24/2021	59.51	Sunanda Chunder	MPE-309965
Ad Hoc Payment	Check	26719	11/24/2021	21.82	SUNLIGHT ELECTRIC INC	MPE-310449
Ad Hoc Payment	Check	26720	11/24/2021	72.00	Taylor Stevenson	RES-311059
Ad Hoc Payment	Check	26721	11/24/2021	44.71	THE ESTATE OF LOUISE WESSEL	Utility Refunds: 0033029301-00
Ad Hoc Payment	Check	26722	11/24/2021	121.00	The Estate of Patrick Schemenauer	Utility Refunds: 0085044510-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	26723	11/24/2021	59.51	The Heat Pump Store	MPE-310921
Ad Hoc Payment	Check	26724	11/24/2021	59.51	Tim's Mechanical Plus	MPE-308669
Ad Hoc Payment	Check	26725	11/24/2021	164.17	Tran,Johnny Q	Utility Refunds: 0500001303-02
Ad Hoc Payment	Check	26726	11/24/2021	76.39	Transparent Properties LLC	Utility Refunds: 0026024200-05
Ad Hoc Payment	Check	26727	11/24/2021	270.00	Wing Fung Company INC	Refund: Bus Lic Fees Ref COVID-19 Surch ref prog
Supplier Payment	Check	26728	11/24/2021	340.41	Accurate Corporate Services Inc	
Supplier Payment	Check	26729	11/24/2021	233.12	Airgas, Inc	
Supplier Payment	Check	26730	11/24/2021	15,623.44	AKS Engineering & Forestry LLC	
Supplier Payment	Check	26731	11/24/2021	6,000.00	Alcalme LLC	
Supplier Payment	Check	26732	11/24/2021	3,200.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	26733	11/24/2021	60.00	American Sani-Can	
Supplier Payment	Check	26734	11/24/2021	141.39	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	26735	11/24/2021	2,781.47	Bacon Collision	
Supplier Payment	Check	26736	11/24/2021	18,726.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Check	26737	11/24/2021	1,180.60	Bound Tree Medical LLC	
Supplier Payment	Check	26738	11/24/2021	34,135.16	Bud Clary Chevrolet, Cadillac Inc	
Supplier Payment	Check	26739	11/24/2021	2,056.72	Cascade Centers Inc	
Supplier Payment	Check	26740	11/24/2021	87.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	26741	11/24/2021	575,071.83	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	26742	11/24/2021	610.22	Clark Public Utility District No. 1	
Supplier Payment	Check	26743	11/24/2021	802.32	Clark Public Utility District No. 1	
Supplier Payment	Check	26744	11/24/2021	923.78	Clark Public Utility District No. 1	
Supplier Payment	Check	26745	11/24/2021	339.92	Clark Public Utility District No. 1	
Supplier Payment	Check	26746	11/24/2021	743.78	Clark Public Utility District No. 1	
Supplier Payment	Check	26747	11/24/2021	486.28	Clark Public Utility District No. 1	
Supplier Payment	Check	26748	11/24/2021	470.51	Clark Public Utility District No. 1	
Supplier Payment	Check	26749	11/24/2021	1,709.95	Clark Public Utility District No. 1	
Supplier Payment	Check	26750	11/24/2021	557.05	Clark Public Utility District No. 1	
Supplier Payment	Check	26751	11/24/2021	107,396.21	Clary Longview LLC	
Supplier Payment	Check	26752	11/24/2021	4,700.00	Colliers International Valuation & Advisory Services LLC	
Supplier Payment	Check	26753	11/24/2021	1,242.54	Columbia West Engineering	
Supplier Payment	Check	26754	11/24/2021	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26755	11/24/2021	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26756	11/24/2021	114.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	26757	11/24/2021	109.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	

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Supplier Payment	Check	26758	11/24/2021	17,380.73	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	26759	11/24/2021	740.00	Dan Jones Inc	
Supplier Payment	Check	26760	11/24/2021	87.84	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	26761	11/24/2021	542.00	Distinctive Landscape LLC	
Supplier Payment	Check	26762	11/24/2021	1,485.00	Evergreen Basketball Officials Association	
Supplier Payment	Check	26763	11/24/2021	3,092.06	Executive Diversity Services	
Supplier Payment	Check	26764	11/24/2021	4,393.75	FFA Architecture and Interiors, Inc	
Supplier Payment	Check	26765	11/24/2021	3,153.30	Genuine Parts Company	
Supplier Payment	Check	26766	11/24/2021	2,042.50	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	26767	11/24/2021	976.14	Gordon Truck Centers	
Supplier Payment	Check	26768	11/24/2021	526.50	H&H Wood Recyclers	
Supplier Payment	Check	26769	11/24/2021	812.69	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	26770	11/24/2021	980.84	H D Fowler Company Inc	
Supplier Payment	Check	26771	11/24/2021	10,515.80	Herrera Environmental Consultants Inc	
Supplier Payment	Check	26772	11/24/2021	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	26773	11/24/2021	107,345.58	Jeffrey D. Barrar, PS	
Supplier Payment	Check	26774	11/24/2021	9,860.00	Jensen Hughes Inc	
Supplier Payment	Check	26775	11/24/2021	6,220.75	Kearns & West Inc	
Supplier Payment	Check	26776	11/24/2021	9,747.25	Keller Associates Inc	
Supplier Payment	Check	26777	11/24/2021	644,113.64	Kirby Nagelhout Construction Company	
Supplier Payment	Check	26778	11/24/2021	2,487.87	Kittelson & Associates Inc	
Supplier Payment	Check	26779	11/24/2021	11,932.25	L.N. Curtis & Sons	
Supplier Payment	Check	26780	11/24/2021	14,071.53	McFarlanes Bark Inc	
Supplier Payment	Check	26781	11/24/2021	43,844.85	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	26782	11/24/2021	23,883.26	Murray Smith Inc	
Supplier Payment	Check	26783	11/24/2021	33,002.48	North Sound Auto Group LLC	
Supplier Payment	Check	26784	11/24/2021	4.93	Northwest Cascade Inc	
Supplier Payment	Check	26785	11/24/2021	11,959.42	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	26786	11/24/2021	168.02	Pacifica Law Group LLP	
Supplier Payment	Check	26787	11/24/2021	15,381.32	Parametrix, Inc	
Supplier Payment	Check	26788	11/24/2021	1,467.44	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	26789	11/24/2021	119.39	Pitney Bowes Inc	
Supplier Payment	Check	26790	11/24/2021	1,000.00	Plan-it GEO LLC	
Supplier Payment	Check	26791	11/24/2021	2,630.69	Plant Quest, LLC	
Supplier Payment	Check	26792	11/24/2021	19,400.00	Police Executive Research Forum - Remit-To: Supplier Police Executive Research Forum	
Supplier Payment	Check	26793	11/24/2021	2,064.47	Portland Adventist Medical Center	
Supplier Payment	Check	26794	11/24/2021	529.49	Portland Mechanical Construction LLC	
Supplier Payment	Check	26795	11/24/2021	2,527.20	PPC Solutions Inc	
Supplier Payment	Check	26796	11/24/2021	360.00	Public Safety Testing Inc	
Supplier Payment	Check	26797	11/24/2021	34.37	Rapco Industries Inc	
Supplier Payment	Check	26798	11/24/2021	648.95	River City Environmental	
Supplier Payment	Check	26799	11/24/2021	812.86	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	26800	11/24/2021	487.23	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	26801	11/24/2021	1,300.40	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	

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INVOICE PAYMENTS REPORT

Supplier Payment	Check	26802	11/24/2021	4,075.55	State of Washington Department of Transportation	
Supplier Payment	Check	26803	11/24/2021	43.78	Stericycle Inc	
Supplier Payment	Check	26804	11/24/2021	1,050.00	Synarchy Science LLC	
Supplier Payment	Check	26805	11/24/2021	940.00	The Columbian Publishing Co	
Supplier Payment	Check	26806	11/24/2021	1,083.93	Towing & Recovering Services Inc	
Supplier Payment	Check	26807	11/24/2021	990.00	Triangle Resources Inc	
Supplier Payment	Check	26808	11/24/2021	2,267.39	Triple J Enterprises	
Supplier Payment	Check	26809	11/24/2021	1,590.65	Tyree Oil Inc	
Supplier Payment	Check	26810	11/24/2021	500.00	United States Postal Service - Remit-To: United States Postal Service Caples	
Supplier Payment	Check	26811	11/24/2021	217.00	Vancouver Aire LLC	
Supplier Payment	Check	26812	11/24/2021	32,266.83	Wallis Engineering PLLC	
Supplier Payment	Check	26813	11/24/2021	1,144.11	Walter E Nelson Company	
Supplier Payment	Check	26814	11/24/2021	2,761.49	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	26815	11/24/2021	12,239.08	Western Cascade Container LLC	
Supplier Payment	Check	26816	11/24/2021	11,802.14	Wire Works LLC	
Supplier Payment	Check	26817	11/24/2021	1,880.57	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	26818	11/24/2021	128.45	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	26819	11/24/2021	875.50	Yakima County	
Supplier Payment	Check	26820	11/24/2021	40.73	Ziply Fiber	
Supplier Payment	Check	26821	11/24/2021	57,472.00	Angelo Property Co., LP	
Supplier Payment	Check	26822	11/24/2021	942.37	Broadway Investors LLC	
Supplier Payment	Check	26823	11/24/2021	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	26824	11/24/2021	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	26825	11/24/2021	34,749.51	Life Insurance Company of North America	
Supplier Payment	Check	26826	11/24/2021	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	26827	11/24/2021	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Customer Refund	Check	26828	11/24/2021	60.00	ANNE-MARIE BARHITTE	STAYS Overpayments
Expense Payment	Direct Deposit	EFT-00124130	11/18/2021	146.50	Benjamin Burtle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124131	11/18/2021	669.56	Tige Harmon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124132	11/18/2021	146.50	John Mosely	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124133	11/18/2021	894.85	Cale Baker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124134	11/18/2021	170.50	Ross Keys	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124135	11/18/2021	9.50	Neil Martin	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00124136	11/18/2021	118.50	Patrick Kennedy	Travel Advance
Expense Payment	Direct Deposit	EFT-00124137	11/18/2021	100.00	John Sexson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124138	11/18/2021	100.00	Leo Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124139	11/18/2021	117.60	Blaine Walsh	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00124140	11/18/2021	133.77	Robert Givens	Employee Reimbursement
Supplier Payment	EFT	EFT-00124141	11/18/2021	10,293.10	Operations Management International Inc	

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Supplier Payment	EFT	EFT-00124142	11/18/2021	10,437.50	Six Degrees Inc	
Supplier Payment	EFT	EFT-00124143	11/18/2021	678,893.10	MHNW 18 Vancouver Family Housing, LLLP	
Supplier Payment	EFT	EFT-00124144	11/18/2021	6,000.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00124145	11/18/2021	121,923.00	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00124146	11/18/2021	323.39	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00124147	11/18/2021	577,181.16	Nutter Corporation	
Supplier Payment	EFT	EFT-00124148	11/18/2021	3,000.00	Greater Portland Inc	
Supplier Payment	EFT	EFT-00124149	11/18/2021	56,475.10	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00124150	11/18/2021	15,774.81	Halme Excavating Inc	
Supplier Payment	EFT	EFT-00124151	11/18/2021	469.00	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00124152	11/18/2021	2,716.15	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00124153	11/18/2021	952.63	Fire Systems West	
Supplier Payment	EFT	EFT-00124154	11/18/2021	256.85	Clark County Volunteer Lawyers Program	
Supplier Payment	EFT	EFT-00124155	11/18/2021	50,714.00	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00124156	11/18/2021	240.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00125876	11/24/2021	14,012.19	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00125877	11/24/2021	10,518.46	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00125878	11/24/2021	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00125879	11/24/2021	917.40	Vancouver Command Guild	
Expense Payment	Direct Deposit	EFT-00125927	11/26/2021	150.00	Douglas Martel	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125928	11/26/2021	113.90	Matt Hoover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125929	11/26/2021	162.00	Jacinto Gazcon	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125930	11/26/2021	102.00	Glenn Hantho	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125931	11/26/2021	17.68	Robert Givens	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125932	11/26/2021	263.60	Michael Wilkes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125933	11/26/2021	141.05	Jason Ingram	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125934	11/26/2021	14.64	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125935	11/26/2021	174.35	Kyle Beguelin Flores	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125936	11/26/2021	42.00	Jason Gillespie	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125937	11/26/2021	108.70	Jaron Yankovich	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125938	11/26/2021	174.35	Ashley Williams	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00125939	11/26/2021	144.09	Craig Carroll	Employee Reimbursement
Supplier Payment	EFT	EFT-00125940	11/26/2021	1,305.00	The Gunter Group LLC	
Supplier Payment	EFT	EFT-00125941	11/26/2021	360.00	Michael's Messenger Service Inc	
Supplier Payment	EFT	EFT-00125942	11/26/2021	231,142.06	Rotschy Inc	
Supplier Payment	EFT	EFT-00125943	11/26/2021	12,672.80	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00125944	11/26/2021	134,880.06	Doolittle Acquisitions	
Supplier Payment	EFT	EFT-00125945	11/26/2021	2,448.00	JCI Jones Chemicals, Inc.	
Supplier Payment	EFT	EFT-00125946	11/26/2021	167,362.73	Share Inc	
Supplier Payment	EFT	EFT-00125947	11/26/2021	206,296.98	Tapani Inc	
Supplier Payment	EFT	EFT-00125948	11/26/2021	7,269.00	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00125949	11/26/2021	4,744.35	Linguava Interpreters Inc	

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INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00125950	11/26/2021	28,573.23	Accenture LLP	
Supplier Payment	EFT	EFT-00125951	11/26/2021	3,218.86	Restored and Revived	
Supplier Payment	EFT	EFT-00125952	11/26/2021	3,912.30	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00125953	11/26/2021	1,432.65	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00125954	11/26/2021	6,833.21	Emerald Services Inc	
Supplier Payment	EFT	EFT-00125955	11/26/2021	11,952.45	Otak Inc	
Supplier Payment	EFT	EFT-00125956	11/26/2021	317.50	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00125957	11/26/2021	19,268.79	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00125958	11/26/2021	2,933.77	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00125959	11/26/2021	1,483.24	State of Washington Consolidated Technology Services	
Supplier Payment	Manual Wire	No Reference	11/8/2021	259.08	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/12/2021	983,387.27	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	11/16/2021	90,634.10	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/17/2021	361.94	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/18/2021	25,134.40	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	11/19/2021	153,480.62	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	11/22/2021	187,152.03	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	11/22/2021	258.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	11/22/2021	79,567.52	Symetra Life Insurance Company	
Supplier Payment	Manual Wire	No Reference	11/22/2021	986.10	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	11/22/2021	18,061.50	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	11/23/2021	345,907.97	Kaiser Permanente - Remit-To: Kaiser Permanente	
Supplier Payment	Manual Wire	No Reference	11/23/2021	5,505.00	Washington Dental Service	
Procurement Card Payment	Manual Wire	No Reference	11/24/2021	674,416.70	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	11/24/2021	5,328.47	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	11/24/2021	238,159.11	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	11/24/2021	223.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	11/24/2021	54,109.79	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/24/2021	834.80	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	11/24/2021	23,340.78	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/24/2021	5,628.72	Washington SDU	
Supplier Payment	Manual Wire	No Reference	11/24/2021	18,000.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	11/24/2021	18,858.13	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/26/2021	911,346.35	Internal Revenue Service	
			SUBTOTAL	**10,246,530.97**		
Hansen			11/22/2021	1,240.13	City Payments	
Hansen			11/29/2021	21,291.86	City Payments	
			SUBTOTAL	**22,531.99**		
VISA			11/22/2021	1,017.66	Miscellaneous	Parks Class Refunds - FCC 11-15-21 thru 11-21-21
VISA			11/22/2021	390.23	Miscellaneous	Parks Class Refunds - MCC 11-15-21 thru 11-21-21
VISA			11/22/2021	0	Miscellaneous	Parks Class Refunds - Special Events 11-15-21 thru 11-21-21
VISA			11/22/2021	0	Miscellaneous	Parks Class Refunds - WREC 11-15-21 thru 11-21-21
VISA			11/29/2021	1,332.00	Miscellaneous	Parks Class Refunds - FCC 11-22-21 thru 11-28-21

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

VISA			11/29/2021	498.00	Miscellaneous	Parks Class Refunds - MCC 11-22-21 thru 11-28-21
VISA			11/29/2021	0	Miscellaneous	Parks Class Refunds - Special Events 11-22-21 thru 11-28-21
VISA			11/29/2021	0	Miscellaneous	Parks Class Refunds - WREC 11-22-21 thru 11-28-21
			SUBTOTAL	**3,237.89**		
			TOTAL	**10,272,300.85**		

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

City of Vancouver
Payroll Council Report
November 16, 2021 - November 29, 2021

Check No.	Date	Explanation	Amount
3486 - 3506	11/24/21	22 2021 Payroll	$15,601.90
125880 - 125926	11/24/21	22 2021 Direct Deposits	$3,165,981.99

$ 3,181,583.89

Last Name	First Name	Workers Group	Actual PTO Cash Out Amount (hours)
Abdalla	Mokhtar	Non Union	**300**
Anderson	Rae	OPEIU	**100**
Anderson	Todd	OPEIU	**100**
Aske	Cory	OPEIU	**40**
Atkinson	Marcia	OPEIU	**100**
Atkison	Kevin	Non Union	**120**
Azul	Jeff	Non Union	**140**
Bailey	Judith	Non Union	**40**
Barnabas	Nicholas	Non Union	**200**
Batt	Donna	OPEIU	**80**
Beach	Robert	AFSCME	**400**
Berlanga	Jennifer	Non Union	**60**
Bielas	Mitch	Plumbers and Steamfitters	**400**
Bresee	Michelle	Non Union	**80**
Brown	Jeffrey	OPEIU	**40**
Brown	Leland	AFSCME	**80**
Buck	Timothy	Non Union	**200**
Buckland	Cyle	AFSCME	**120**
Bullinger	James	AFSCME	**120**
Butsch	Tracy	Non Union	**130**
Callahan	Loretta	Non Union	**60**
Carlson	Linda	Non Union	**160**
Carman	Allen	Non Union	**300**
Carter	Bryan	AFSCME	**40**
Castle	Mark	Non Union	**40**
Cestnik	Amanda	Non Union	**46.5**
Clary	Tyler	Non Union	**100**
Coakley	Sun	Non Union	**80**
Conjugacion	Michael	Non Union	**210**
Cooley	Scott	Non Union	**300**
Corbin	Kristian	Non Union	**200**
Cothren	Blake	OPEIU	**80**
Crane	Stephanie	OPEIU	**40**
Crawford	Ian	AFSCME	**120**
Davidson	Rita	Non Union	**130**
Deaton	Leonard	AFSCME	**40**
Delapena	Amanda	Non Union	**100**
Demmon	James	Non Union	**180**
Dick	Frank	Non Union	**360**
Dole Brenner	Debbie	Non Union	**200**
Drozdek	Adriane	Non Union	**160**
Eiken	Richard	Non Union	**160**
Elliott	Kimberly	OPEIU	**80**
Ellis	Sarah	OPEIU	**59**
English	Dean	AFSCME	**200**
Fabian	Brian	OPEIU	**160**

Last Name	First Name	Workers Group	Actual PTO Cash Out Amount (hours)
Farra	John	Non Union	**220**
Fell	Charles	Non Union	**250**
Folkers	Wayne	Plumbers and Steamfitters	**57.57**
Fung	Alan	OPEIU	**195**
Gatter	Kirk	AFSCME	**50**
Gazcon	Jacinto	AFSCME	**400**
Gilbride	Patrick	Non Union	**200**
Goddard	Jessica	OPEIU	**91.57**
Gunnels	Christopher	Non Union	**80**
Harrington	Margaret	Non Union	**130**
Harris	Paul	Non Union	**100**
Harris	Steve	Non Union	**40**
Hazuka	Mark	Non Union	**80**
Heard	Brandi	Non Union	**158.12**
Heitz	Kevin	Non Union	**260**
Henry	Michelle	Non Union	**180**
Holly	Michael	OPEIU	**261.32**
Holmes	Eric	Non Union	**100**
Hoskinson	Jeremy	Non Union	**196**
Hyrman	Bobbi	Non Union	**200**
Jones-Williams	Jinny	Non Union	**100**
Jordan	Vanessa	Non Union	**250**
Juve	Gene	Non Union	**191.32**
Kandoll	Wesley	Plumbers and Steamfitters	**200**
Kapp	Kimberly	Non Union	**250**
Kaspan	Stephen	Non Union	**210**
Kitterman	Jason	AFSCME	**80**
Knox	Ryan	Non Union	**250**
Koellermeier	Douglas	Non Union	**160**
Krohling	Karen	AFSCME	**120**
Kumpula	Karen	Non Union	**80**
Kuzmin	Leonid	OPEIU	**127.49**
Laursen	Jerek	OPEIU	**80**
Lawson	Connie	Non Union	**80**
Lee	Joydene	Non Union	**168**
Lee	Steve	Non Union	**300**
Lehto	Kristin	Non Union	**24**
Lennon	Guy	Non Union	**60**
Lester	Michael	Non Union	**200**
Lewellen	Carrie	Non Union	**400**
Lindsley	Jeff	AFSCME	**300**
Livingston	Tracy	AFSCME	**120**
Lloyd	Daniel	Non Union	**40**
Lofton	Lee	Non Union	**60**
Lopossa	Ryan	Non Union	**200**
Lucht	Kristi	AFSCME	**300**

Last Name	First Name	Workers Group	Actual PTO Cash Out Amount (hours)
Lund	Kelly	AFSCME	**44**
Magdaleno	Leticia	OPEIU	**120**
Mahan	Jacob	Non Union	**250**
Mairs	Tad	OPEIU	**80**
Malone	Christopher	Non Union	**120**
Margicin	Brandon	OPEIU	**120**
Mattson	Daniel	OPEIU	**200**
McConaghy	Richard	Non Union	**260**
McElvain	James	Non Union	**120**
McGrath	David	AFSCME	**400**
McKee	Richard	Non Union	**200**
Meade	Andrew	Non Union	**100**
Messner	Douglas	Teamsters	**120**
Morley	Stuart	Plumbers and Steamfitters	**113.96**
Nettles	Lisa	OPEIU	**100**
Newbold	Jeri	Non Union	**280**
Nye	Katherine	Non Union	**300**
Ocejo	Carlos	AFSCME	**80**
Perez	Daniel	AFSCME	**60**
Petersen	Lisa	OPEIU	**80**
Peterson	Daren	AFSCME	**400**
Porter	Brooke	Non Union	**40**
Portillo	Diego	Non Union	**36**
Potter	Brian	Non Union	**200**
Powell	Abby	Non Union	**183**
Price	Troy	Non Union	**200**
Quintrell	Anna	Non Union	**350**
Ramirez	Tracie	OPEIU	**160**
Ramras	Natasha	Non Union	**200**
Ray	Charles	Non Union	**200**
Redmond	Nicholas	Non Union	**250**
Renner	John	AFSCME	**80**
Reule	Andrew	Non Union	**250**
RICE	ARON	Non Union	**110**
Rolf	Patricia	OPEIU	**150**
Rose	Gretchen	Non Union	**200**
Roth	Nicollette	Non Union	**120**
Ryan	Maria de los Angeles	Non Union	**136**
Salmi	Kevin	OPEIU	**325**
Schoessler	Janet	OPEIU	**400**
Schrantz	Jeanne	AFSCME	**120**
Shrum	Michael	AFSCME	**350**
Smithline	Kevin	Non Union	**200**
Snodgrass	Bryan	Non Union	**200**
Snyder	Terry	Non Union	**150**

Last Name	First Name	Workers Group	Actual PTO Cash Out Amount (hours)
Sommerville	Shawna	Non Union	**100**
Sorenson	Amy	Non Union	**50**
Spencer	Travis	AFSCME	**200**
Stacks	Russell	AFSCME	**300**
Steiner-Weigel	LaVonne	Non Union	**120**
Steuben	Michael	AFSCME	**200**
Strano	Giovanni	Non Union	**240**
Sutton	Doris	Non Union	**60**
Swanson	Michael	Non Union	**80**
Swenson	Jaymie	Non Union	**80**
Syverson	Julie	OPEIU	**225**
Takach	Lisa	Non Union	**400**
Thirunagari	Sreekanth	Non Union	**120**
Thompson	Amanda	AFSCME	**50**
Thornquist	Laura	Non Union	**120**
Tubberville	Monica	Non Union	**400**
Tucker	Johnie	AFSCME	**160**
Tuntland	Tracy	Non Union	**200**
Turner	Greg	Non Union	**40**
Uribe	Jessie	Non Union	**300**
Urick	Stephenie	Non Union	**80**
Vedantham	Raj	Non Union	**160**
Vedantham	Uma	Non Union	**250**
Vidito	Michael	Non Union	**200**
Waters	Roger	OPEIU	**204**
Weber	Robert	AFSCME	**100**
Wilson	Brian	IAM - Machinist	**100**
Winkler	Charles	Non Union	**400**
Woods	Michael	Non Union	**180**
Wozny	Sandra	Non Union	**200**
Wright	Carie	OPEIU	**35**
Young	Jonathan	Non Union	**250**

Item #6.

Staff Report 184-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Approval for One Year Healthcare Insurance Stop Loss Policy with Sun Life Assurance Company

Key Points

- In 2015, the City moved from a fully insured to a self-insured health benefits program for employees in an effort to reduce rising health care costs. The City's goal was to move toward a less costly "unbundled" group of services (TPA, Health network, Stop Loss Insurance)
- The City has continued to be unbundled and wishes to remain so in 2022
- Symetra provided the City's Stop Loss coverage for policy years 2019, 2020 & 2021
- For 2022, Symetra's renewal terms included increased premium costs and no longer provided for a rate cap on premiums to mitigate increasing costs.
- During 2021, the City went out to bid for Stop Loss coverage. Sun Life Assurance Company was the selected bidder.
- In 2021, Sun Life offered favorable and competitive coverage terms for 2022, including a 50% rate cap on premiums.
- Staff is now ready to seek Council approval for the Stop Loss policy for the 2022 policy period.
- Stop loss coverage is required by the State of Washington for the City to maintain its self-insured status.

Strategic Plan Alignment

N/A

Present Situation

City staff worked with its broker, Davidson Benefits Planning, to seek stop loss coverage for its self-insured health benefits program. Sun Life Assurance Company was the successful bidder with competitive renewal terms. Council approval is needed to provide payment on the premium for the policy.

The individual deductible included in the renewed policy is $275,000. The City's self-insurance covers eligible claims below that threshold. The aggregate reimbursement maximum per policy period included in the insurance is $2 million. The stop loss insurance covers prescription coverage as well as vision coverage.

Advantage(s)

1. Continue reduced costs from fully insured program.
2. Stop Loss protects the City in the event an employee or their dependent's health costs exceed coverage under our health insurance.

Disadvantage(s)

None

Budget Impact

The cost of the stop loss insurance will be approximately $885,000. for one year. Sufficient budget has been included in the 2021-2022 Biennial Budget to cover the increases in the cost of the insurance coverage.

Prior Council Review

N/A

Action Requested

Authorize the payment of premiums to Sun Life Assurance Company for Stop Loss coverage.

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

ATTACHMENTS:

- Sun Life Assurance Company Excess Stop Loss Policy for 2022

Sun Life Assurance Company of Canada
STOP-LOSS POLICY

Policyholder: **City of Vancouver**

Policy Number: **948319**

Policy Effective Date: **January 1, 2022**

This Policy is delivered in Washington and is subject to the laws of that jurisdiction.

Sun Life Assurance Company of Canada agrees to pay the benefits provided by this Policy in accordance with the provisions contained herein. This Policy is issued in consideration of the Application submitted by the Policyholder, a copy of which is attached, and continued payment of premium by the Policyholder. The Application, and any Riders, Endorsements, Addenda and Amendments to this Policy are made part of this Policy.

The Policyholder will hereafter be referred to as "You," "Your," and "Yours."

Sun Life Assurance Company of Canada will hereafter be referred to as "We," "Our," and "Us."

When determining any date under this Policy, all days begin at 12:00:00 a.m. and end at 11:59:59 p.m. standard time for Your headquarters.

Signed at Our U.S. headquarters, One Sun Life Executive Park, Wellesley Hills, Massachusetts, by:

Dean A. Connor
President and Chief Executive Officer

Troy Krushel
Vice President, Associate General Counsel and Corporate Secretary

PLEASE READ YOUR POLICY CAREFULLY

Non-Participating

This is a reimbursement policy. You, or Your Plan administrator, are responsible for making benefit determinations under Your Plan. We have no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Your Plan.

Sun Life Financial®

Table of Contents

Schedule of Benefits
Specific Benefit

Original Specific Benefit Effective Date	January 1, 2022

<u>Benefit Specifications</u>

Policy Year	January 1, 2022 through December 31, 2022
Reimbursement Percentage	100% of Eligible Expenses
Covered Benefits	Medical, Including Prescription Drugs
Specific Benefit Deductible	$275,000
Specific Benefit Lifetime Maximum Eligible Expenses	Unlimited
Specific Benefit Claims Basis	**24/12 (12 Month Run-In)** Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the "Run-In Period"), and Paid during the Policy Year.
Covered Unit(s)	Single Employee, Employee and Family
Retirees	Not Covered
Specific Benefit Premium Rate	$59.81 per Single Employee per month
	$175.27 per Employee and Family per month
Premium Due Date	The Policy Effective Date and the first day of each succeeding month.

Schedule of Benefits
Aggregate Benefit

Original Aggregate Benefit Effective Date	January 1, 2022

<u>Benefit Specifications</u>

Policy Year	January 1, 2022 through December 31, 2022
Reimbursement Percentage	100% of Eligible Expenses
Covered Benefits	Medical Prescription Drug Plan (PDP)
Aggregate Benefit Maximum	$2,000,000
Aggregate Benefit Maximum Eligible Expenses Per Covered Person	$275,000
Aggregate Deductible Factor (“ADF”)	The ADF per Benefit Month for each Covered Unit by Covered Benefit is as follows:

Covered Benefit	Covered Units	ADF
Medical	Single Employee	$666.19
	Employee and Family	$1,825.69
PDP	Single Employee	$227.17
	Employee and Family	$636.07

Minimum Aggregate Deductible	The Minimum Aggregate Deductible for the current Policy Year is the greater of: a) $11,125,131**;** or b) 90% of the Monthly Aggregate Deductible for the first month of the Policy Year, then multiplied by 12.
Aggregate Benefit Attachment Point	The Aggregate Benefit Attachment Point is the greater of: a) the sum of the Monthly Aggregate Deductibles for the Policy Year; or b) the Minimum Aggregate Deductible.
Aggregate Benefit Claims Basis	**24/12 (12 Month Run-In)** Eligible Expenses include only those expenses Incurred during the Policy Year, or within 12 months prior to the Policy Year (the “Run-In Period”), and Paid during the Policy Year.
Covered Unit(s)	Single Employee, Employee and Family
Retirees	Not Covered
Aggregate Benefit Premium Rate	$5.33 per Covered Units per month.
Premium Due Date	The Policy Effective Date and the first day of each succeeding month.

Section I
Definitions

Alternative Care: For the purpose of determining Eligible Expenses under this Policy, Alternative Care means a plan of Treatment identified through case management services provided to Your Plan. We may consider expenses arising from Alternative Care for reimbursement if the Treatment is cost-effective and Medically Appropriate and Necessary for the care of a Covered Person. Alternative Care must satisfy the requirements set forth in Section II, Expenses Eligible for Reimbursement.

Benefit Month: Any calendar month during which this Policy is in force.

Catastrophic Diagnosis: Any medical condition that is a special risk on Our Special Risk Questionnaire.

Claims Basis: The period of time, shown on the Schedule(s) of Benefits, during which Eligible Expenses must be Incurred by a Covered Person and Paid by You to be eligible for reimbursement under this Policy.

Covered Benefits: The benefit provisions of Your Plan that are insured for stop-loss coverage under this Policy. The Covered Benefits for this Policy are shown on the Schedule(s) of Benefits.

Covered Person: A person enrolled in Your Plan and entitled to receive benefits under Your Plan while this Policy is in force. Retirees, as defined by Your Plan, may be Covered Persons if they are included on the Schedule(s) of Benefits. Covered Person also includes a person enrolled in Your Plan and entitled to receive benefits under Your Plan during the Run-In Period who dies before the Policy Effective Date.

Covered Unit: A category of participants under Your Plan. The Covered Unit(s) for this Policy are shown on the Schedule(s) of Benefits.

Dependent: A person enrolled in Your Plan and entitled to receive benefits under Your Plan as a dependent of a Covered Person. If the law of the state where the Policy is issued requires that domestic partners be covered under Your Plan, then individuals who are domestic partners under the law shall be considered Dependents under the Policy.

Drug or Alcohol Dependence: Dependence on, or abuse of, a chemical substance or alcohol as classified by the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association ("DSM") or a comparable manual if the American Psychiatric Association stops publishing the DSM.

Experimental or Investigational Treatment: For the purpose of determining Eligible Expenses under this Policy, a Treatment (other than covered Off-Label Drug Use) will be considered by Us to be experimental or investigational if:

1. The Treatment is governed by the United States Food and Drug Administration ("FDA") and the FDA has not approved the Treatment for the particular condition at the time the Treatment is provided; or
2. The Treatment is provided as part of an ongoing Phase I, II, or III clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA; or
3. There is documentation in published U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the Treatment.

Experimental or Investigational Treatment shall not include any Treatment provided as part of a clinical trial that would have been provided to the Covered Person if the Covered Person had not participated in the clinical trial.

Incurred: The date on which Treatment is provided.

Section I
Definitions

Independent Review Panel: A panel retained through a third party vendor of medical review services that is comprised of three physicians who are board-certified in the medical specialty or subspecialty that most typically administers the Treatment under review.

Medical Management Vendor: A third party hired to reduce or control the cost of services or supplies provided to Covered Persons under Your Plan.

Medically Necessary and Appropriate: For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate Treatment is one that We determine meets all of the following criteria:

1. It is recommended and provided by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license; and
2. It is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
3. It is approved by the FDA, if applicable.

Mental Illness: For the purpose of determining Eligible Expenses under this Policy, Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the DSM. Mental Illness does not include any condition listed in Appendix G of the DSM-IV, titled "ICD-9-CM Codes for Selected General Medical Conditions and Medication Induced Disorders," or any comparable listing if Appendix G is no longer published.

Off-Label Drug Use: The use of a drug for a purpose other than that for which it was approved by the FDA.

Original Aggregate Benefit Effective Date: When We provide You with Aggregate Benefit coverage under this Policy for consecutive Policy Years, the Original Aggregate Benefit Effective Date is the date Aggregate Benefit coverage first became effective in the consecutive year period.

Original Specific Benefit Effective Date: When We provide You with Specific Benefit coverage under this Policy for consecutive Policy Years, the Original Specific Benefit Effective Date is the date Specific Benefit coverage first became effective in the consecutive year period.

Paid: The date Your check or draft for payment of expenses Incurred by a Covered Person is issued and delivered to the payee, provided that the account upon which the payment is drawn contains sufficient funds to permit the check or draft to be honored.

Plan: Your self-funded benefit plan established to provide benefits to Covered Persons as described in Your plan document. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Aggregate Benefit Effective Date or the Original Specific Benefit Effective Date, whichever is earlier, unless We notify You in writing from Our U.S. Headquarters that We accept the amendment.

Policyholder: You, the legal entity to whom this Policy is issued.

Prescription Drugs: For the purpose of determining Eligible Expenses under this Policy, Prescription Drugs includes all prescription drugs covered under Your Plan, other than prescription drugs administered to a Covered Person while he or she is confined in a hospital or other medical facility.

Prescription Drug Plan: A benefit provision of Your Plan, or a separate employee benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses. Expenses incurred under a Prescription Drug Plan will be included as Eligible Expenses only if the Prescription Drug Plan is included as a Covered Benefit in the Schedule of Benefits. A Prescription Drug Plan does not mean prescription drug expenses paid subject to any deductibles and coinsurance applicable to other medical benefits under Your Plan.

Provider Network: A Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under Your Plan.

Reimbursement Percentage: The percent of Eligible Expenses that will be considered for reimbursement under this Policy.

Schedule of Benefits: This Policy's schedule of Specific Benefit coverage or Aggregate Benefit coverage provided under this Policy.

Special Risk Questionnaire: A report used to provide Us with certain information We require to underwrite this Policy.

Third Party Administrator ("TPA"): A third party that You have entered into an agreement with to provide administrative services to Your Plan. Your TPA is not Our agent.

Transplant: The transplant of organs from human to human, including bone marrow, stem cell and cord blood transplants. Transplants include only those transplants that: (a) are approved for Medicare coverage on the date the Transplant is performed; and (b) are not otherwise excluded by this Policy.

A Transplant must be performed at a Transplant Facility in order to be considered for reimbursement under this Policy.

Transplant Facility: A hospital or facility which is accredited by the Joint Commission on Accreditation of Healthcare Organizations to perform a Transplant and:

> For organ transplants: is an approved member of the United Network for Organ Sharing for such Transplant or is approved by Medicare as a transplant facility for such Transplant;
>
> For unrelated allogeneic bone marrow or stem cell transplants: is a participant in the National Marrow Donor Program;
>
> For autologous stem cell transplants: is approved to perform such Transplant by: (a) the state where the Transplant is to be performed; or (b) Medicare; or (c) the Foundation for the Accreditation of Hemopoietic Cell Therapy. Outpatient transplant facilities must be similarly approved.

Treatment: Any treatment, procedure, service, device, supply or drug provided to a Covered Person.

Usual and Customary Charge: The usual and customary charge for the locality where the expenses are incurred.

Section I
Definitions

U.S. Headquarters: Our United States headquarters located at One Sun Life Executive Park, Wellesley Hills, Massachusetts.

Section II
Benefit Provisions
Specific Benefit

Definitions

Specific Benefit Deductible: The amount of Eligible Expenses relating to a Covered Person that You must pay before You become eligible for a Specific Benefit. The Specific Benefit Deductible is shown on the Schedule of Benefits. In no event will the Specific Benefit Deductible be less than 5% of expected claims or $100,000, whichever is less.

Specific Benefit Lifetime Maximum Eligible Expenses: The Specific Benefit Lifetime Maximum Eligible Expenses is the maximum amount of Eligible Expenses We will ever apply towards the Specific Benefit for a Covered Person during his or her lifetime. All Eligible Expenses incurred by a Covered Person during the first Policy Year or any subsequent Renewal Policy Year will apply toward the Specific Benefit Lifetime Maximum Eligible Expenses. The Specific Benefit Lifetime Maximum Eligible Expenses amount is shown in the Schedule of Benefits.

Specific Benefit

The Specific Benefit for any Covered Person for any Policy Year equals:

1. The total amount of Eligible Expenses for the Covered Person; minus
2. The Specific Benefit Deductible.

multiplied by the Reimbursement Percentage shown on the "Schedule of Benefits – Specific Benefit," if that Reimbursement Percentage is less than 100%.

The amount of Eligible Expenses with respect to any Covered Person is subject to the Specific Benefit Lifetime Maximum Eligible Expenses.

Section II
Benefit Provisions
Aggregate Benefit

Definitions

Aggregate Benefit Attachment Point: The amount of Eligible Expenses You must pay during the Aggregate Benefit Claims Basis before We will consider an Aggregate Benefit claim. The Aggregate Benefit Attachment Point is shown on the Schedule of Benefits. In no event will the Aggregate Benefit Attachment Point be less than 120% of expected claims.

Aggregate Deductible Factor: The deductible factor per Benefit Month per Covered Unit by Covered Benefit. The Aggregate Deductible Factor for each Covered Benefit is shown on the Schedule of Benefits.

Aggregate Benefit Maximum Eligible Expenses per Covered Person: The maximum amount of Eligible Expenses for any one Covered Person that will be used to calculate the Aggregate Benefit. The Aggregate Benefit Maximum Eligible Expenses per Covered Person is shown on the Schedule of Benefits

Minimum Aggregate Deductible: The minimum amount of Eligible Expenses You must pay before You become eligible for an Aggregate Benefit. The Minimum Aggregate Deductible is shown on the Schedule of Benefits.

Monthly Aggregate Deductible: The sum of the deductibles for all Covered Benefits for each Benefit Month. The deductible for each Covered Benefit is calculated by multiplying the number of Covered Units on the first day of the Benefit Month by the Aggregate Deductible Factor for each Covered Benefit. The calculation of the Monthly Aggregate Deductible is subject to the 5% Adjustment Rule.

5% Adjustment Rule: If the Monthly Aggregate Deductible decreases from one month ("Month A") to the next ("Month B"), for any reason, the Monthly Aggregate Deductible for Month B shall not be less than 95% of the Monthly Aggregate Deductible for Month A.

Aggregate Benefit

The Aggregate Benefit equals:

1. The total amount of Eligible Expenses for all Covered Persons, subject to the Aggregate Benefit Maximum Eligible Expenses Per Covered Person, [multiplied by the Related Provider Reimbursement Percentage, if applicable]; minus
2. The Aggregate Benefit Attachment Point; and

multiplied by the Reimbursement Percentage shown on the "Schedule of Benefits – Aggregate Benefit," if that Reimbursement Percentage is less than 100%.

The Aggregate Benefit will be calculated after the end of the Aggregate Benefit Claims Basis.

Aggregate Benefit Maximum

The Aggregate Benefit We will pay will not exceed the Aggregate Benefit Maximum shown on the Schedule of Benefits.

Section II
Benefit Provisions
Expenses Eligible for Reimbursement

Eligible Expenses
Eligible Expenses include any amount paid by You for Medically Necessary and Appropriate expenses incurred by a Covered Person which:

1. Have been paid in accordance with the terms of Your Plan; and
2. Were Incurred and Paid during the applicable claims basis; and
3. Are paid under a Covered Benefit shown on the Schedule of Benefits; and
4. Are not otherwise excluded under this Policy.

Alternative Care
In addition to satisfying Eligible Expenses criteria 2,3 and 4 above, expenses related to Alternative Care may be considered Eligible Expenses when all of the following additional criteria have been satisfied and submitted to Sun Life Case Management for approval:

1. You demonstrate to Our satisfaction that providing the Alternative Care resulted in a cost savings to the Plan; and
2. The Alternative Care was recommended by case management services provided to Your Plan; and
3. The Alternative Care was Medically Necessary and Appropriate.

Off-Label Drug Use
In addition to satisfying the criteria for Eligible Expenses set forth above, expenses related to Off-Label Drug Use may be considered Eligible Expenses when all of the following additional criteria have been satisfied:

1. The drug is not excluded under Your Plan; and
2. The drug has been approved by the FDA; and
3. You can demonstrate to Our satisfaction that the Off-Label Drug Use is appropriate and generally accepted in the medical community for the condition being treated; and
4. If the drug is used for the treatment of cancer, a nationally recognized compendia as determined by Us, recognize it as an appropriate treatment and
5. The drug is not provided as part of a Phase I, II, or III clinical trial as defined by the National Institute of Health, National Cancer Institute, or the FDA.

Reimbursement of Certain Fees
Eligible Expenses will also include the following fees Incurred and Paid by You, when approved by Us at Our U.S. Headquarters:

1. Reasonable hourly fees for case management services provided by a registered nurse case manager retained by You or Your TPA; and
2. Fees for: (a) hospital bill audits; (b) access to non-directed provider networks; and (c) negotiating out of network bills.
3. Such fees shall be considered Eligible Expenses only if You can demonstrate to Us that the work that generated the fees resulted in a cost savings to the Plan. If the Plan can demonstrate such a cost savings, We will reimburse You up to 25% of the amount saved.
4. Fees charged by Your TPA or any subsidiary of Your TPA for any of these services will be considered Eligible Expenses only if prior approval has been obtained in writing from Us at Our U.S. Headquarters.

State Health Care Surcharges
If You pay a state health care surcharge in connection with the payment of Eligible Expenses, the health care surcharge shall be considered an Eligible Expense. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Expenses.

Section II
Benefit Provisions
Limitations and Exclusions

We will NOT reimburse You for:

1. Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.
2. Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.
3. Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.
4. Expenses for any Experimental or Investigational Treatment.
5. Expenses for any transplant not included in the definition of Transplant.
6. Expenses for any Treatment administered outside the United States if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.
7. Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
8. Expenses in excess of the Usual and Customary Charge.
9. Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
10. Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, Pharmacy Benefit Manager administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
11. Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
12. Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
    a) Another group health benefit program; or
    b) A government or privately supported medical research program; or
    c) Medicare; or
    d) Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
    e) Worker's compensation; or
    f) Any other source.
13. Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
14. Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
15. Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
    a) Allows the plan administrator to approve alternative care or alternative treatment; or
    b) Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
    c) Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;

    unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.

16. Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.
17. Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.

18. Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.
19. Expenses relating to cell and gene therapy Treatment unless the Treatment complies with the terms of any prior authorization policy, guideline, requirements, and criteria used by You, Your TPA, Your network, or other party to determine whether the Treatment was proper and You provide Us with documentation that demonstrates such compliance.

Section III
Claim Provisions

Proof of Claim
Proof of claim must be provided to Us at Our U.S. Headquarters. Expenses for claims submitted to Us that are not submitted in accordance with the Proof of Claim provisions of this Policy are not reimbursable and shall not be considered Eligible Expenses under the Policy.

Specific Benefit

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the Specific Benefit Deductible for a Covered Person has been satisfied. Proof of claim must be provided to Us no later than 12 months after the end of the Specific Benefit Claims Basis during which the claim arose.

Proof of claim for a Specific Benefit claim shall include the following:

1. A fully completed claim form;
2. A copy of the Covered Person's original enrollment record and records of any change in the Covered Person's coverage under Your Plan;
3. Copies of all bills over $25,000 and invoices for expenses submitted for reimbursement under this Policy;
4. Proof of payment of any expenses submitted to Us for reimbursement under this Policy or a claims paid detailed report, which includes: Dates of Service, Provider Name, Provider TIN, Amount billed, Discount amount, Eligible Amount, Amount paid, Date paid, Reimbursement amount requested, Previously paid amount, ICD 9 codes and CPT Codes; and
5. Any additional information We may require to fulfill Our obligations under this Policy.

Aggregate Benefit

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the end of the Aggregate Benefit Claims Basis for the Policy Year. Proof of claim must be provided to Us no later than twelve (12) months after the end of the Aggregate Benefit Claims Basis.

Proof of claim for an Aggregate Benefit claim shall include the following:

1. A complete aggregate calculation report;
2. A detailed claims history report for all Eligible Expenses Incurred and Paid during the Aggregate Benefit Claims Basis;
3. A report listing all Covered Units eligible for benefits under Your Plan at any time during the Aggregate Benefit Claims Basis;
4. A copy of Your Plan in effect during the Policy Year and any amendments thereto;
5. If Prescription Drug Plan coverage is included as a Covered Benefit on the Schedule of Benefits, a copy of all prescription drug invoices and an itemization thereof, including the amounts of any rebates received by You; and
6. Any additional information We may require to fulfill Our obligations under this Policy.

Appeal of a Claim Determination
You may appeal the initial claim determination made by Us under this Policy by submitting a written appeal to Us at Our U.S. Headquarters within ninety (90) days from the date of Our determination. Your appeal should state the basis of Your disagreement with Our initial claim determination and should include all documentation and information supporting Your appeal that has not been previously provided to Us. Once you receive a determination from Us regarding Your appeal, You will have exhausted Your administrative remedies under this Policy.

Section III
Claim Provisions

Deferred Payments by You

You must obtain prior written approval from Us at Our U.S. Headquarters during the Policy Year in order for any Eligible Expenses Incurred in the Policy Year, but that will be Paid after the end of the applicable claims basis to be considered eligible for reimbursement under this Policy.

Payment of Claims

All benefits due under this Policy will be paid to You. During the Policy Year, reimbursements will be disbursed when the amount payable exceeds $500.00. Any reimbursable amount remaining unpaid at the end of a Policy Year will be paid after the end of the Policy Year.

Section IV
Your Rights and Responsibilities

Authorizations to Release Information
You are responsible for authorizing Your TPA, Plan Administrator, case manager or other third party service provider to release to Us information We request to underwrite, review potential claims, make claim determinations, calculate potential reimbursements, or perform other obligations under this Policy. If We do not receive requested information, it may result in the delay, reduction or denial of a claim.

Disclosure Requirements
This Policy has been underwritten based upon the information You provided to Us concerning all persons eligible for benefits under Your Plan on the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date (or on the effective date of any class of Covered Persons added thereafter). This includes, but is not limited to, those persons who are a special risk as defined in the Special Risk Questionnaire.

Your signature on the Application for this Policy warrants and represents to Us that:

1. You or Your authorized representative have consulted with your precertification, utilization review and Medical Management Vendors and Your TPA, or former TPA, to determine who must be disclosed as a special risk on the Special Risk Questionnaire; and
2. You have identified any person who is or may be a special risk by either listing them on the Special Risk Questionnaire or by indicating any such person on the reports listed on the Special Risk Questionnaire.

If You fail to disclose an individual as a special risk, who should have been disclosed as a special risk in accordance with the Special Risk Questionnaire, We will have the right to revise the premium rates, deductibles, deductible factors and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten, retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

Reporting Requirements
You are required to provide periodic reports to Us as described below. If You, or Your TPA, do not provide the reports, or do not provide them on a timely basis, We reserve the right, once we receive them, to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

Specific Benefit Reporting

You, or Your TPA, are required to provide Us with notice of any potential Specific Benefit claim within thirty-one (31) days of the date:

1. A Covered Person's Eligible Expenses exceed 50% of the Specific Benefit Deductible; or
2. You, Your TPA, or Your medical management, utilization review or precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a Catastrophic Diagnosis.

Aggregate Benefit Reporting

You, or Your TPA, are required to provide Us upon request a report (the "Aggregate Benefit Report") that lists:

1. The total amount of Eligible Expenses Incurred by any Covered Person and Paid by You, or Paid on Your behalf, during the Benefit Month; and
2. The number of each type of Covered Unit on the first day of the Benefit Month.

If you have purchased the Monthly Aggregate Accommodation Benefit, You must provide Us with an Aggregate Benefit Report within thirty-one (31) days after the end of each Benefit Month.

Section IV
Your Rights and Responsibilities

Renewal Reporting

If You intend to renew this Policy, then three months prior to the end of the Policy Year, You, or Your TPA, are required to provide Us with a report that includes the following information:

1. Monthly Paid claims and enrollment data, organized by Covered Benefit;
2. Large claim information, including amount, diagnosis and prognosis, and any Covered Person who has been diagnosed with a Catastrophic Diagnosis;
3. A census of all Covered Persons;
4. A summary of the number of Covered Persons by workplace zip code, if this Policy covers Employees at multiple locations;
5. A summary report of precertification, utilization review and case management services;
6. A summary report of Your Provider Network(s) or per diem arrangements, setting forth the average hospital discount or per diem charge per day;
7. A copy of changes adopted by or proposed for Your Plan.

Plan Changes

You must notify Us in writing at Our U. S. Headquarters at least thirty-one (31) days before the effective date of any change in, or to:

1. Your Plan;
2. Your TPA;
3. Your Provider Networks; or
4. Your Medical Management Vendors.

Our prior written agreement is required before the coverage under this Policy will apply to any such change. Otherwise, benefits under this Policy will be paid based upon the terms of Your Plan, as it existed prior to any such change. We reserve the right to terminate this Policy as of the effective date of any change in or to Your Plan, Your TPA, Your Provider Network, or Your Medical Management Vendor.

Notice of Legal Action

You agree to give Us prompt notice of: (a) any event that might result in a lawsuit relating to this Policy; or (b) any lawsuit involving this Policy; and to promptly provide Us with copies of any correspondence and pleadings relating to any such event or lawsuit.

Hold Harmless

You agree to defend, indemnify and hold Us harmless from and against any and all claims, demands and causes of action of every kind, relating to any litigation, that We, without Our fault, become involved with that relates to this Policy. You shall pay any and all attorneys' fees, costs, expenses, and damages (including compensatory, exemplary or punitive damages) incurred by Us, or payable by Us, in connection with any such litigation.

This Hold Harmless provision shall not apply to litigation solely between You and Us relating to this Policy.

Refund of Overpayment

If We, You, or Your TPA determine that We have overpaid You under this Policy, You will promptly refund such overpayment to Us within 60 days of such a determination. If We are required to take legal action to collect such overpayment, You agree to indemnify Us for any costs of collection, including, but not limited to, attorneys fees and court costs.

Section IV
Your Rights and Responsibilities

Responsibility for Your TPA
You are solely responsible for the actions of Your Plan Administrator, Your TPA and any other agent of Yours. Your TPA acts on Your behalf, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents for services provided to, or on behalf of, Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to this Policy.

Right of Recovery
You must pursue all valid claims including, but not necessarily limited to, claims for restitution, constructive trust, equitable lien, breach of contract, injunction, and any other state or federal law claims You or Your Plan may have against any third party responsible, in whole or in part, for any Eligible Expenses Paid by You. You must immediately advise Us of any amount You recover from them. We reserve the right to pursue any and all such claims not pursued by You, and You agree to assign such claims to Us upon Our request.

Section V
Our Rights and Responsibilities

Audit
We have the right to inspect and audit any and all of Your records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You that demonstrates You paid an Eligible Expense and that the payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit function.

Determination of Eligible Expenses
For the purpose of determining Eligible Expenses under this Policy, We have the right to determine whether an expense was Paid by You in accordance with the terms of Your Plan.

Cost Containment
We have the right to retain the services of a Medical Management Vendor, or other service providers at Our expense, to (a) assist Us with cost containment with respect to claims under Your Plan; or (b) provide services to You, Your Plan, or Your Plan Participants to reduce cost, risk or expenses under Your Plan. We may also cause a Medical Management Vendor or other service provider, with whom we may have negotiated a set or discounted rate, to contact You if, in Our determination, the Medical Management Vendor or other service provider provides a service that may allow You or Your Plan to reduce Your risk, costs and expenses.

Confidentiality
We will protect the privacy and confidentiality of all personally identifiable and/or medical information provided to Us in the course of underwriting or administering this Policy in accordance with Our policies and applicable state and federal laws.

Recoupment
We have the right to recoup from any benefit payable to You under this Policy any premium You owe to Us that has not been paid. Our right of recoupment does not impair Our right to terminate this Policy for non-payment of premium under the Termination Provisions of this Policy.

Right to Recalculate
We have the right to recalculate any Specific Benefit Premium Rate, Specific Benefit Deductible, Aggregating Specific Deductible, Aggregate Benefit Premium Rate, Aggregate Deductible Factor or Minimum Aggregate Deductible with respect to this Policy Year whenever any one or more of the following events occur:

1. Your Plan changes;
2. You change Your TPA, Your Provider Network(s), or Medical Management Vendor(s);
3. This Policy is amended;
4. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 15% from the number of Covered Units on the first day of the Policy Year;
5. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 10% from the first day of the prior Benefit Month;
6. A unit, division, subsidiary, or affiliated company of Yours is added to, or deleted from, this Policy;
7. The amount of Eligible Expenses paid in any one of the three (3) months immediately preceding the Policy Effective Date (the "three month period") exceeds 125% of the monthly average of Eligible Expenses Incurred during the nine (9) months immediately preceding the three month period; or
8. There are changes in Your, or Your TPA's, claim paying system or payment practices that causes a variation of fifteen (15) days or more in the most recent twelve (12) month average of claim processing time.

Any right to recalculate exercised under this section may be made retroactive to the Policy Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect at the time the Policy was underwritten. The right to recalculate shall survive the termination of this Policy.

Section V
Our Rights and Responsibilities

Right of Reimbursement
Any portion of an Eligible Expense which You recover from a third party:
1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any deductible or attachment point under this Policy; and
3. Must be repaid to Us if We previously reimbursed You for it.

Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy.

Section VI
General Provisions

Assignment
Your interest in this Policy cannot be assigned.

Bankruptcy or Insolvency
The bankruptcy, insolvency, dissolution, receivership or liquidation of You, Your Plan or Your TPA will not impose upon Us any obligations other than those set forth in this Policy.

Clerical Error
In the event of a clerical error in this Policy, the Policy will be revised to correct the error. Your failure to:
1. Report the existence of a Covered Person; or
2. File proof of claim in a timely manner; or
3. Comply with the reporting requirements of this Policy;

shall not constitute clerical error.

Entire Contract
This Policy, along with any Attachments, Riders, Endorsements, Addenda or Amendments, and the Application completed by You constitutes the entire contract of insurance between us.

Legal Action
You may not bring a legal action against Us to recover on this Policy earlier than sixty (60) days after You have furnished Us with proof of claim in accordance with the Proof of Claim provisions of this Policy. You may not bring any legal action against Us to recover on this Policy after two (2) years from the time proof of claim is required under this Policy.

Misrepresentation
If:
1. You make any misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation You, Your TPA or any other party acting on Your behalf, provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of expenses or claims that were incurred or paid, but not reported to Us, during the underwriting of this Policy;

We have the right, at Our election, to rescind this Policy or to revise the premium rates, deductibles, and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

No ERISA Liability
Under no circumstance will We accept responsibility as a “Plan Administrator” or be deemed a “plan fiduciary” with respect to your Plan under the Employee Retirement Income Security Act of 1974, as amended.

Non-Participating Policy
This Policy is non-participating and does not share in Our surplus earnings.

Policy Amendment
No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by Us at Our U.S. Headquarters and made a part of this Policy. No agent, broker, TPA, or managing general underwriter has authority to change this Policy or waive any of its provisions.

Section VI
General Provisions

Policy Renewal
This Policy may be renewed unless it has been terminated or is subject to termination in accordance with the Termination Provisions of this Policy. Policy changes for any renewal policy will appear on a revised Schedule of Benefits and/or a Policy amendment. Your payment of the renewal premium after receipt of the revised Schedule of Benefits and/or Policy amendment constitutes acceptance of the renewal policy by You.

No New Special Conditions Rider at Renewal
We guarantee that if You renew Your Policy with Us, Your renewal stop loss policy will not contain a new or revised Special Conditions Rider, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;

2. Your renewal stop loss policy contains no material changes from Your present Policy; and

3. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.

We reserve the right to carry over to the renewal stop loss policy any Special Conditions Rider that is part of Your current Policy.

We, in Our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, this provision shall be of no force and effect.

Renewal Rate Increase Cap
If You renew Your Policy with Us, We guarantee that the Specific Benefit Premium Rate on Your renewal stop loss policy will not be increased more than 50% over the Specific Benefit Premium Rate shown on the Schedule of Benefits, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;

2. Your renewal stop loss policy contains no material changes from Your present Policy; including, but not limited to, changes to: a) the length of the Policy Year; (b) Covered Benefits; (c) coverage for Retirees; (d) the Specific Benefit Deductible; (e) the Claims Basis; (f) the Specific Benefit Lifetime Maximum or Annual Maximum Eligible Expenses; (g) the Specific Benefit Reimbursement Percentage; (h) the commission payable; (i) Your TPA; or (j) Provider Networks;

3. There are no material changes in the demographic distribution of the group covered by Your current Policy versus the group covered by the renewal stop loss policy; and

4. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.

5. There is no change in any assessment levied against Us by the state in which this Policy was issued.

We, in Our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, We shall adjust the Renewal Rate Increase Cap accordingly.

Section VI
General Provisions

Premium Provisions

Premium Payments

Premium is due on or before the Premium Due Date.

Grace Period

A grace period of forty five (45) days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the grace period. If a premium is not paid by the end of the Grace Period, this Policy will terminate, without notice to You, as of the last date for which premium was paid.

Premium Data

You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

1. The number of each type of Covered Unit, for each Covered Benefit, under Your Plan on the first day of the Benefit Month; and
2. The amount of premium paid.

We use such premium data reports solely to process premium. They do not replace any report required, or which may be required, under Section IV of this Policy.

Severability

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of the Policy shall continue in full force and effect.

Termination Provisions

1. If You fail to pay the premium, this Policy will terminate in accordance with the Premium Provision of this Policy.
2. If Your Plan is terminated, this Policy will terminate on the date the Plan terminated.
3. If You fail to maintain a minimum of 35 participants in Your Plan at any time during the Policy Year, We may elect to terminate this Policy at the end of the first month during which there are less than 35 participants.
4. This Policy will terminate at the end of the Policy Year unless agreed by You and Us to renew.
5. If You, or Your TPA, fail to satisfy any of Your obligations under this Policy We may terminate this Policy at the end of the Policy Year by providing You 60 days advanced written notice.
6. We may terminate this Policy at the end of the Policy Year by providing You 31 days advanced written notice.
7. You may terminate this Policy at any time by providing Us with 31 days advance written notice at Our U.S. Headquarters.

The parties to this Policy may agree in writing to terminate it at any time.

Reinstatement

If this Policy is terminated for non-payment of premium, We may, at Our sole discretion, agree to reinstate it as of the date it terminated upon payment of all outstanding premiums. We may require You to provide certain information to Us before We will consider reinstating the Policy.

Time Limitations

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to the minimum period permitted by the law.

SUN LIFE ASSURANCE COMPANY OF CANADA

POLICY ENDORSEMENT

This endorsement is part of the Policy to which it attaches and is effective on January 1, 2022. It is part of, and subject to, the other terms and conditions of the Policy. If the terms of this endorsement and the Policy conflict, then this endorsement's provisions will control.

If We determine that:

(a) You have paid expenses incurred by a Covered Person in accordance with the terms of Your Plan; and

(b) the expenses were incurred and paid during the applicable Claims Basis; and

(c) the expenses are paid under a Covered Benefit as shown on the Schedule of Benefits,

then the expenses paid by You shall be considered Eligible Expenses unless they are barred by *Limitations and Exclusions* 6,7,9,10,11,12,13,14,17 and 19 stated in the Policy.

Dean A. Connor
President and Chief Executive Officer

12-SL-E-01

SUN LIFE ASSURANCE COMPANY OF CANADA

ADVANCE FUNDING ENDORSEMENT

This endorsement is part of the Policy to which it attaches and is effective on January 1, 2022. It is subject to the terms and conditions of the Policy. If the terms of the endorsement and the Policy conflict, then the terms of the endorsement will control.

DEFINITIONS

Business Day: Any day the New York Stock Exchange (NYSE) is open for regular trading.

BENEFIT

Upon receiving a written request from You or Your TPA, We will advance funds to You or Your TPA to pay expenses incurred by a Covered Person if all of the following conditions are met:

1. You have satisfied the Specific Benefit Deductible for the Covered Person and the Aggregating Specific Deductible, if any.

2. The expenses incurred by the Covered Person: (a) were for Medically Necessary and Appropriate Treatment; (b) are covered under the terms of Your Plan; (c) were incurred within the Specific Benefit Claims Basis; (d) are covered under a Covered Benefit shown on the Schedule of Benefits; and (e) are not otherwise excluded under the Policy;

3. You have approved the expenses incurred by the Covered Person for payment under Your Plan;

4. You have completed and submitted the Stop Loss Advance Funding Request Form;

5. The advance funding request is for an amount equal to or greater than $5,000;

6. The Policy is in force at the time the request for advance funding is made; and

7. We receive the advance funding request at least 30 days before the end of the Specific Benefit Claims Basis. Any advance funding request received after that date is not eligible for advance funding.

Upon receipt of the advance funding payment from Us, You or Your TPA must:

(a) Pay the expenses giving rise to the advance funding request within 10 Business Days after receiving the advance funding payment. If the expenses are paid within this time period, We will consider them to be Paid within the Specific Benefit Claims Basis even if the payment occurs after it. If the expenses are not paid within this time period, You or Your TPA must immediately refund the advance funding payment to Us.

(b) Provide Us with Proof of Claim which demonstrates payment of the expenses incurred by the Covered Person within 10 Business Days of the date You or Your TPA make the payment; and

(c) Refund to Us immediately any funds that are not used to pay the expenses incurred by the Covered Person.

If You do not comply with these requirements, in addition to any other remedy available to Us, we may choose to not advance any other funds under this endorsement.

14-SL-E-01

If We subsequently determine that the expenses incurred by the Covered Person are not eligible for reimbursement under the Policy, You agree to return to Us immediately the amount of the advance funding payment.

GENERAL

Termination

This endorsement will terminate on the date the Policy terminates. If this endorsement terminates and You owe Us any money under it, the total amount owed by You will become immediately due and payable and shall survive the termination of the endorsement.

Dean A. Connor
President and Chief Executive Officer

SUN LIFE ASSURANCE COMPANY OF CANADA

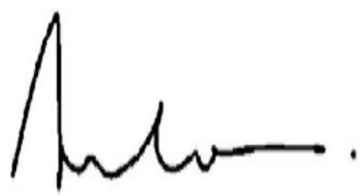
Special Conditions Rider

This rider is part of the Policy to which it attaches and is effective on beginning January 1, 2022. It is part of, and subject to the other terms and conditions of the Policy. If the terms of this rider and the Policy conflict, then this rider's provisions will control.

The Schedule of Benefits is modified as follows for the Covered Person(s) named below:

Covered Person	**ID #**	**Relationship**	**Specific Benefit Deductible**
XXXXXXXXXXXX	DOB xx/xx/xxxx	Ee	$500,000

Termination
This rider will terminate on the date the Policy terminates.



Dean A. Connor
President and Chief Executive Officer

14-SL-R-01

Item #7.

Staff Report 185-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021
12/20/2021

SUBJECT Banking Services Contract Amendment

Key Points

- The City currently has a banking service and merchant services contract with Bank of America that was originally entered into in January 2016.
- In December 2020, Council authorized a one-year extension of the contract. The contract period ends on December 31, 2021.
- City Charter Section 11.05 requires City Council approve the execution of contracts with a duration of more than five (5) years by Ordinance.
- Due to the time needed to convert existing banking and merchant services to the two new financial institutions, JP Morgan Chase NA and Paymentus, staff is requesting Council authorize a contract extension with Bank of America through December 31, 2022, and increase the current contract not-to-exceed amount by an additional $1,300,000 for a total of $6,800,000.
- Approval will authorize the City Manager or designee to execute a contract amendment with Bank of America.

Strategic Plan Alignment

This is consistent with the City Vision as well as the City's commitment to stewardship and fiscal accountability.

Present Situation

The City currently is under contract with Bank of America for general banking services. This includes depository account services, electronic payment services, settling credit/debit card transactions for money the City collects for its various fees and services, and other banking transactions. Council authorized the City Manager or his designee to sign banking services agreements with Bank of America from January 1, 2016, through December 31, 2020, for a total contract not-to-exceed amount of $4,000,000. In December 2020, Council authorized by ordinance a one-year extension to the contract with Bank of America and increased the contract limit to $5,500,000 through December 31, 2021.

On July 19, 2021, Council authorized a contract for general banking services with JP Morgan Chase, NA, and authorized a contract on July 12, 2021, with Paymentus for merchant services. Staff is currently working with both companies to convert banking and merchant services from Bank of America to the two financial institutions. It is anticipated that general banking services will be converted by January 2022, however it will take time for checks to clear or go through the unclaimed property process, and to transition other banking services to the new City bank accounts. Staff anticipates it will take until July 2022 to fully convert merchant services from Bank of America to Paymentus because this also involves an upgrade and implementation of Selectron for Utility billing and Permitting.

Staff is requesting that Council authorize a one-year extension of the existing banking services agreement with Bank of America to expire on December 31, 2022. City Charter Section 11.05 requires City Council approve the execution of contracts with a duration of more than five (5) years by ordinance.

The existing banking service contract was initially estimated not to exceed $5,500,000 through December 31, 2021. Staff is recommending adding an additional $1,300,000 to the contract limit for a total of $6,800,000 through the contract extension. About 90% of the banking service fees paid were attributed to credit/debit card processing fees added on by Visa/MasterCard/Discover. Currently merchant service fees represent 97% of the total annual fees paid for banking services. Over the past five years, the City has implemented new software payment systems that allow more individuals and businesses to pay for City fees and services by credit/debit card on-line. Most recently the City implemented the on-line permit module, which has significantly increased payments by credit cards through the Community and Economic Development department. Parking is also seeing an increase as more pay stations were added.

Advantage(s)

The contract extension will allow continuity of operations for processing financial transactions.

Disadvantage(s)

None

Budget Impact

The 2021-2022 Biennial City Budget includes enough appropriation for banking service fees.

Prior Council Review

- December 7, 2020 Ordinance approval, City Council meeting
- Contract approval December 7, 2015 City Council meeting.

Action Requested

On Monday, December 6, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 20, 2021.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- Ordinance
- Amendment to Banking Services Agreement

12/06/21
12/20/21

ORDINANCE M - ________

AN ORDINANCE authorizing the execution of a contract amendment with Bank of America N.A., a national banking association (hereinafter "Contractor"), to continue the provision of professional banking services (hereinafter "Services") to the City of Vancouver, Washington ("City"); authorizing a contract amendment extending the contract beyond its original five (5) year duration; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided necessary professional banking services to the City pursuant to agreements effective on December 7, 2015 and expiring on December 31, 2020; and

WHEREAS, Council authorized an extension of the contract for one (1) year with an expiration of December 31, 2021; and

WHEREAS, in order to ensure continuity of professional banking services, the City wishes to extend the use of Contractor's Services for an additional one (1) year period beyond the extended December 31, 2021 expiration date; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to approve the execution of contracts with a duration of more than five (5) years by Ordinance; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor's Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend the contract beyond its original five (5) year duration, until no later than December 31, 2022.

Section 3. 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 4. Effective Date. This ordinance shall go into effect five (5) days after its recording.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ______ day of _________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

ORDINANCE - 3
Does not require codification

SUMMARY

ORDINANCE M-____________

AN ORDINANCE authorizing the execution of a contract amendment with Bank of America N.A., a national banking association, to continue the provision of professional banking services to the City of Vancouver, Washington; authorizing a contract amendment extending the contract beyond its original five (5) year duration; providing for severability; and setting an effective date. The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

AMENDMENT No. 3

BANKING AND RELATED SERVICES

This is an Amendment to the **UMBRELLA AGREEMENT FOR GOVERNMENT BANKING SERVICES** dated December 9, 2015, hereinafter referred to as the “Agreement”, by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City", and Bank of America, a national banking association, hereinafter referred to as "Contractor," whose address is PO Box 15284, Wilmington, DE,19850.

This amendment modifies the Agreement as follows:

1. The termination date of the Agreement is extended to December 31, 2022.

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

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** Bank of America N.A.
____________ Eric Holmes, City Manager	Julianne Elliott Signature
____________ Date	Julianne Elliott, VP Client Manager Printed Name /Title
Attest:	11/17/2021 Date
____________ Natasha Ramras, City Clerk	
Approved as to form:	
____________ Jonathan Young, City Attorney	

MEMORANDUM

DATE: Wednesday, November 24, 2021

TO: Mayor and City Councilmembers

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

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

RE: **Recommendation for Reappointment to the Clark County Mosquito Control Board of Trustees**

The Clark County Mosquito Control District Board of Trustees is made of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver nominates one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

Council Committee 2 recommends reappointment of Wade Holbrook as the City's representative on the Mosquito Control District Board. The reappointment would begin December 31, 2021, and expire December 31, 2023.

If there are no objections, we would like to make this appointment at the Monday, December 6, 2021, Council meeting.

Attachments:
Letter of Continued Interest
Roster

MEMORANDUM

DATE: Wednesday, November 24, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1 (Hansen, Fox, Glover)

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

RE: Recommendation for Reappointment to the PDX Citizen Noise Advisory Committee

The PDX Citizen Noise Advisory Committee consists of 15 members, two of which are appointed by the Vancouver City Council.

The Citizen Noise Advisory Committee (CNAC) is the official forum to address the community's aircraft noise concerns. Local jurisdictions and the Port of Portland appoint the 15-member committee to represent residential and business concerns. CNAC was organized in 1998 as an official Port of Portland advisory committee on aircraft noise issues.

CNAC members review noise abatement projects, provide input for the implementation of the current Portland International Airport Noise Compatibility Plan, develop ideas and recommend proposals for consideration in future airport noise plans, participate on advisory committees involved in long-range airport facilities and capital improvement planning, and promote citizen understanding of airport noise issues.

Council Committee 1 recommends that John Pusieski be reappointed to continue his work on this committee. His new term would begin immediately and expire November 30, 2024.

If there are no objections, we would like to make this appointment at the **Monday, December 6 2021** Council meeting.

Attachments:
Letter of Continued Interest
Roster

28 October 2021

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – PDX Citizen Noise Advisory Committee

Dear Council Committee,

It has been my honor to serve the **PDX Citizen Noise Advisory Committee** for the past 3 years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on this committee has been beneficial in the following ways:

- Sharing my 14 years of experience in the aviation industry
- Serving as a PDX delegate to the 2019 Aviation symposium in Jacksonville Fla.

I am proud of what this group has accomplished throughout my term(s) of service, and look forward to future opportunities.

Once again, it has been my honor to serve the **PDX Citizen Noise Advisory Committee.** I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

John Pusieski

PORT OF PORTLAND
Possibility. In every direction.

October 28, 2021

Shannon Ripp
Boards and Commissions Coordinator
City of Vancouver, Washington
Mayor/City Manager's Office
BC_Coordinator@cityofvancouver.us

RE: Letter of support to reappoint John Pusieski to CNAC

Dear Shannon,

We are pleased to support the reappointment of John Pusieski for an additional term to the PDX Citizen Noise Advisory Committee.

CNAC is our official forum for members of the community to discuss and address aircraft noise concerns related to the operations of Portland International Airport. Committee members review noise abatement projects, provide input regarding the current noise compatibility plan, develop ideas and recommend proposals for consideration in future airport noise plans, and promote community understanding of airport noise issues.

As our neighbor to the north, the city of Vancouver is a critical partner in helping the Port understand and effectively address noise impacts from PDX operations. John has served for nearly three years, even attending the UC Davis Aviation Noise & Emissions Symposium and presenting what he learned to the committee. John has proven to be an effective representative and CNAC will benefit from his continued participation.

Thank you for the opportunity to remark on John's service on the committee. Feel free to reach out if you or the selection committee would like additional information.

Jayson Shanafelt

Committee and Community Outreach Manager
jayson.shanafelt@portofportland.com

ROSTER

PDX Citizen Noise Advisory Committee

PURPOSE

Act on behalf of local Jurisdictions to address PDX noise concerns; monitor plan implementation; develop ideas and recommendations and participate on advisory committees.

BOARD COMPOSITION

- 15 Members total, 2 members* appointed by City Council
- Appointed by City Council

CURRENT BOARD MEMBERS

	Name & Address	Original Appointment Date	Reappointment Dates	Current Term Expiration	Contact Info
1.	**Mike Yee*** **City of Vancouver** 16905 SE Evergreen Hwy. Vancouver, WA 98683	11/04	11/19/07 12/9/13 11/14/16 12/1/2019	11/30/22	360.253.2095 (h) yeem1@comcast.net
2.	**John Pusieski*** **City of Vancouver** 7514 Delaware Lane Vancouver, WA 98664	10/15/18 (mid)	Auto Re-Appt: 11/30/18	11/30/21	360.695.9983 360.606.0825 rum1@comcast.net
3.	**David Stenstrom** Clackamas County		Not City appointed – N/A	5/20	
4.	**Liliya Zhukova** Clark County		Not City appointed – N/A	11/21	
5.	**Joe Smith** Multnomah County		Not City appointed – N/A	11/21	
6.	**Bob Braze** Washington County		Not City appointed – N/A	11/21	
7.	**Mark Clark** Fairview / Troutdale / Wood Village Cities		Not City appointed – N/A	11/20	
8.	**Brian Freeman** City of Gresham		Not City appointed – N/A	11/20	
9.	**Ron Schmidt**	City of Portland x 3 seats	Not City appointed – N/A	11/20	
10.	**Laura Young**				
11.	**Kelly Sweeney**				
12.	**Andrew Loescher** Clark County	At-large x 4 seats	Not City appointed – N/A	11/21	
13.	**Mike Finch** Multnomah County				
14.	**Karen Meyer** City of Portland				
15.	**Tina Penman** City of Portland				

TERM LIMITS

Term:	3 Years	Term Limit:	N/A

GOVERNING REFERENCES

- Port of Portland

SPECIAL APPOINTMENT REQUIREMENTS

- City responsible for appointment of Vancouver seats only (x 2)
- City residency*

MEETINGS

Occurrence	Time	Location
Bi-Monthly on odd months	5:30 – 8:00 pm	7100 NE Airport Way PDX Terminal Building St. Helen's "B" Conference Room,Portland, OR

STAFF

Staff Liaison	Staff Liaison	Attorney
City: **Jan Bader** Policy & Program Manager 360.487.8606 jan.bader@cityofvancouver.us	**PDX:** **Emerald Bogue** Regional Affairs Manager 503.415.6511 emerald.bogue@portofportland.com	N/A

Staff Liaison		
PDX: **Danny Garcia** Meeting Staff 503.415.6146 danny.garcia@portofportland.com		

Multifamily Tax Exemption
- Washington Apartments Agreement Amendment

CITY OF
Vancouver
WASHINGTON

December 6, 2021
Vancouver City Council
Public Hearing

Patrick Quinton- Economic Development Director
Bryan Monroe-Associate Planner

Presentation Overview

- Project Revision Details
- Next steps and timeline

Project Revision Details

- Initial project approved on September 21, 2020, for an 8-year exemption with 20% of the units restricted at 100% of area median income.
- Applicant requested to amend existing agreement and resolution to add 16 additional units.
- Retail area has been reduced from 9,080 square feet to 5,635 square feet.

	Initial Project	Revised Project
Total Units	170	186
Restricted Income Units	34	38
Parking Spaces	124	138

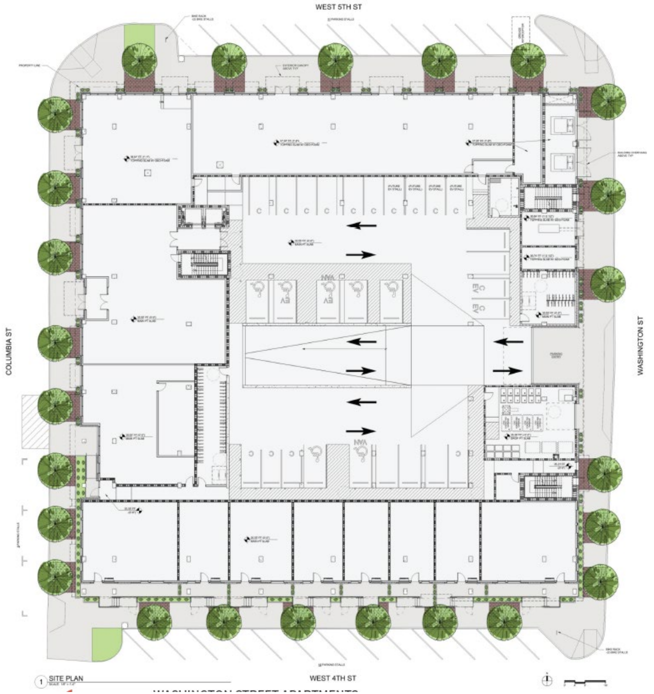
Proposed Project – Washington Apartments

Proposed Project – Washington Apartments

Developer: Ten Talents 9 Investment LLC
Project location: Washington Street and W. 5th Street
Requested exemption: 8-year exemption with 20% of units affordable at 100% AMI

Project Overview- Washington Apartments

- 6 story apartments
- 151,600 total sq. ft.
- 5,635 Commercial sq. ft.
- 186 units (38 rent restricted)
- Studio, 1-BD, and 2-BD units
- 138 Parking Spaces



CITY OF Vancouver WASHINGTON

Unit Mix and Monthly Rent-

Type	Units	Rent
Studio	33	$1,577 - $1,625
Studio +	61	$1,545 - $1,720
1 Bed +/ 1 Ba	51	$1,727 - $1,922
2 Bed / 2 Ba	41	$3,012

- Applicant provided data
- 38 income restricted units

Tax Summary- If developed under exemption

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	$5,930,000	$1,910,000
Net present value of "foregone" tax revenue (during exemption period)	($1,209,000)	($369,000)
Net Present Value Benefit	$4,721,000	$1,541,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

CITY OF Vancouver WASHINGTON

City Center Redevelopment Authority

- The CCRA reviewed and approved the building design on September 17, 2020.

Council Action Requested

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

Questions

Patrick Quinton- Economic Development Director 360-487-7845

patrick.quinton@cityofvancouver.us

Bryan Monroe- Associate Planner 360-487-7958

bryan.Monroe@cityofvancouver.us

Item #10.

Staff Report 186-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Multifamily Tax Exemption Amendment: Washington Apartments

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City
- An applicant is requesting to amend a MFTE development agreement previously approved in September 2020 to increase the total and income restricted units.
- The existing agreement is for an 8-year property tax exemption where 20% of the total units are reserved for tenants earning at or below 100% area median income.
- The proposed amendment will increase the total residential units from 170 to 186 units. The income restricted units will then proportionately increase from 34 to 38 units.
- The exemption accelerates construction of a project that will be on the tax rolls for decades beyond the end of the 8-year exemption period and provides for indirect employment associated with construction.
- When the tax exemption period ends the project will return to the tax rolls as if it were new construction.
- Over the 20 year period following construction, the project, with the exemption, will generate nearly $5.9 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of $1.9 million in taxes benefiting the City of Vancouver.

Strategic Plan Alignment

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

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

Ten Talents Investments 9 LLC is requesting to amend an existing development agreement and resolution to increase the number of units in the development. The project site is located in the Vancouver City Center Vision District at Washington Street and W. 5th Street. The existing multifamily tax exemption agreement is an 8-year exemption where 20% of the total units are reserved for tenants earning up to 100% area median income. The initial development proposed 170 total units with 34 units being income restricted. The applicant has revised the building design to add an additional 16 units for a new total of 186 units with 38 being income restricted units.

The revised development will consist of 33 studio units, 61 studio+ units, 51 1-bedroom units, and 41 2-bedroom units. The development will include 5,635 square feet of retail space and 138 parking spaces. The total estimated construction cost is $52 million. The HUD 100% area median income in the Portland-Vancouver MSA for a 2-person household is currently $77,400. The maximum rent currently allowed for the studio units at 100% AMI is $1,692. The maximum rent for 1-bedroom units at 100% AMI is $1,813. The maximum rent for the 2-bedroom units is $2,177.

Over the next 20 years (with the exemption) the project is estimated to generate an estimated $5.9 million in taxes benefitting all taxing districts (ports, county, city, etc.) with $1.9 million of that specifically designated for the City of Vancouver. The foregone tax revenue resulting from the 8-year exemption is estimated at just over $1.2 million for all taxing districts, $369,000 of which would have come to the City. The value of the improvement taxes not paid by the owner is estimated at $2.2 million.

Advantage(s)

1. The proposed development will add residential opportunities within the VCCV subarea, as envisioned by VMC 3.22.
2. A vacant downtown site will be developed. The proposed development will generate significant sales tax from construction and utility taxes and provide jobs.
3. Over 20 years, factoring in the tax exemption, the project will generate roughly $1.9 million in City taxes.

Disadvantage(s)

None. Approval of this amendment does not alter the timing of property tax collection associated with the previously approved development agreement.

Budget Impact

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

Prior Council Review

- Council memorandum dated September 14, 2020.
- Council hearing September 21, 2020.

Action Requested

On December 6, 2021, following a public hearing, adopt a resolution authorizing the City Manager or designee to sign the amended multifamily tax exemption agreement with Ten Talents Investments 9 LLC.

Patrick Quinton, Economic Development Director, 360-487-7845; Bryan Monroe, Associate Planner, 360-487-7958

ATTACHMENTS:

- Washington Street Apartments MFTE Resolution
- Washington Street Apartments MFTE Development Agreement
- Washington Street Apartments MFTE Presentation

12/6/2021

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an amended agreement with Ten Talents Investment 9 LLC ("Applicant") for an 8 year property tax exemption for the property located on the city block between 4th and 5th Streets and Columbia and Washington Streets (Tax Lots 48320000, 48350000) in Vancouver, Washington, as specifically described in Exhibit 1.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and the City is also interested in promoting new housing in the downtown Vancouver Central City Vision residential target area in the City of Vancouver; and

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

WHEREAS, the City and Applicant's predecessor in interest (Evergreen Downtown Vancouver LLC) entered into a limited tax exemption program agreement, approved by the Vancouver City Council on September 21 2020, which proposed development of 170 new multi family residential housing units to be constructed on property located on the city block between 4th and 5th Streets and Columbia and Washington Streets (Tax Lots 48320000, 48350000) in Vancouver, Washington, as specifically described in Exhibit 1.

WHEREAS, the Applicant now desires to increase the total number of residential units to be constructed on the Property from 170 units, as promised in the original Agreement, to 186 units, thereby increasing the number of units reserved for income restricted housing from 34 to 38 units.

WHEREAS, the City is willing to support the Applicant's request to increase the number of units, and the City has determined that the improvements to the Property will, if completed as proposed in the amended Agreement, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit 2 between Ten Talents Investment 9 LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

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

ADOPTED at a regular session of the Vancouver City Council this 6th day of December, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibit 1
Leagl Description

Tax Lots 48320000, 48350000

All of Block 14 of the WEST VANCOUVER LOTS plat according to the plat thereof, recorded in Book D of Plats, Page 30, records of Clark County Washington.

1ST AMENDED
MULTI-FAMILY HOUSING LMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS 1ST AMENDED AGREEMENT is entered into this 6th day of December 2021, by and between to Ten Talents Investments 9 LLC (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

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

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

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

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

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

WHEREAS, the Applicant has submitted to the City an amended application (increasing the total number of units from 170 to 186 units) for the City's limited tax exemption program (the "Application") outlining the proposed development of new multi-family residential housing ("Development") for an 8-year exemption to be constructed on property located on the city block between 4th and 5th Streets and Columbia and Washington Streets more specifically described on Exhibit A attached hereto ("Property"), and

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

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

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

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than One hundred and eighty-six (186) new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (38 units) as income restricted housing units for households whose adjusted income is at or below the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.

4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the initial Council approval of this agreement dated September 21, 2020, or within any extension thereof granted by the City.

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

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

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

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

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

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

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

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

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

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

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

City Of Vancouver	TEN TALENTS INVESTMENTS 9 LLC
______________________________	______________________________
Eric Holmes, City Manager	Ryan Hurley, Member

Attest:

____

Natasha Ramas, City Clerk

Approved as to form:

____

Jonathan Young, City Attorney

Exhibit A
Leagl Description

Tax Lots 48320000, 48350000

All of Block 14 of the WEST VANCOUVER LOTS plat according to the plat thereof, recorded in Book D of Plats, Page 30, records of Clark County Washington.

1ST AMENDED MULTI-FAMILY HOUSING LMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS 1ST AMENDED AGREEMENT is entered into this 6th day of December 2021, by and between to Ten Talents Investments 9 LLC (hereinafter referred to as "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as "City").

WITNESSETH:

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

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

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

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

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

WHEREAS, the Applicant has submitted to the City an amended application (increasing the total number of units from 170 to 186 units) for the City's limited tax exemption program (the "Application") outlining the proposed development of new multi-family residential housing ("Development") for an 8-year exemption to be constructed on property located on the city block between 4th and 5th Streets and Columbia and Washington Streets more specifically described on Exhibit A attached hereto ("Property"), and

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

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

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

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than One hundred and eighty-six (186) new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (38 units) as income restricted housing units for households whose adjusted income is at or below the median family income adjusted for family size as reported by the United States Department of Housing and Urban Development as defined at RCW 84.14.010. The applicant agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.

4. The Applicant agrees to complete construction of the agreed upon improvements within three years from the initial Council approval of this agreement dated September 21, 2020, or within any extension thereof granted by the City.

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

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

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

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

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

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

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

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to

potential tax liability as further described in RCW 84.14; The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

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

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

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

City Of Vancouver	TEN TALENTS INVESTMENTS 9 LLC
____________________________	____________________________
Eric Holmes, City Manager	Ryan Hurley, Member

Attest:

____
Natasha Ramas, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibit A
Leagl Description

Tax Lots 48320000, 48350000

All of Block 14 of the WEST VANCOUVER LOTS plat according to the plat thereof, recorded in Book D of Plats, Page 30, records of Clark County Washington.

Multifamily Tax Exemption
- Jefferson Apartments Revision

CITY OF
Vancouver
WASHINGTON

December 6, 2021
Vancouver City Council
Public Hearing

Patrick Quinton- Economic Development Director
Bryan Monroe- Associate Planner

Presentation Overview

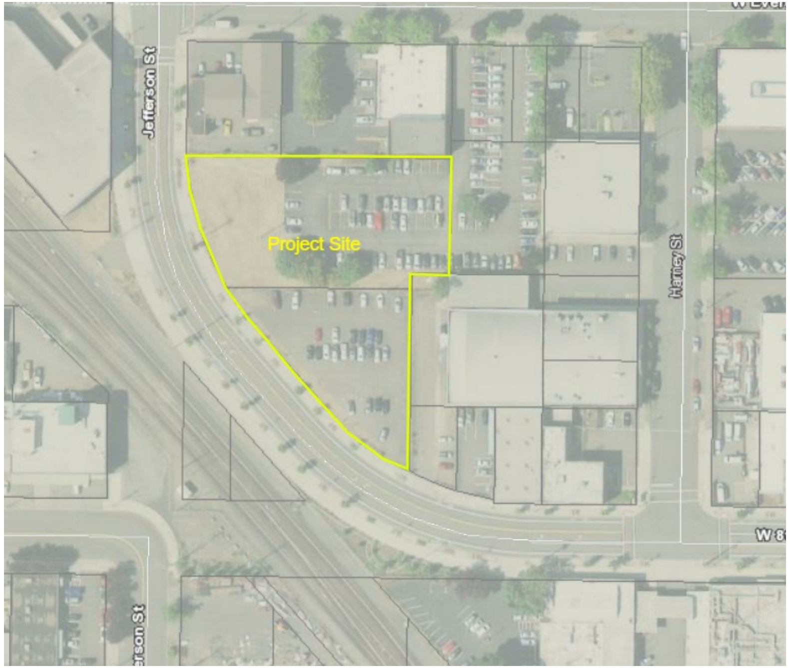
- Project Revision Details
- Next Steps and Timeline

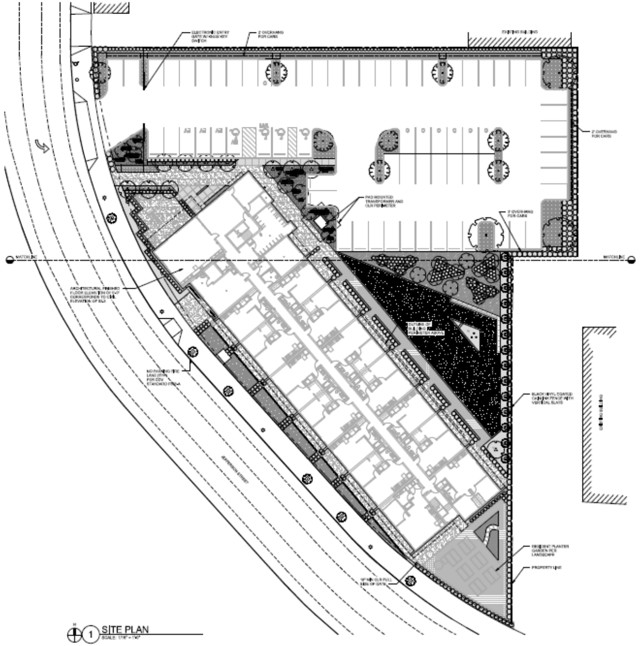
Project Revision Details

- Initial project approved in February of 2017 for 12-year exemption with 20% of the units restricted at 115% of area median income.
- Applicant requested scaled back design to allow the project to be built faster and for more reasonable cost following Covid related cost increases.
- Applicant will be lowering income restrictions below the original agreed upon rate of 115% AMI. Income restricted units willinclude7 units at 80% and 7 units at 100% AMI.

	Initial Project	Revised Project
Total Units	92	68
Restricted Income Units	19	14
Parking Spaces	89	69

Revised Project Plan –





Proposed Project –

Developer: FARVIEW DRIVE LLC

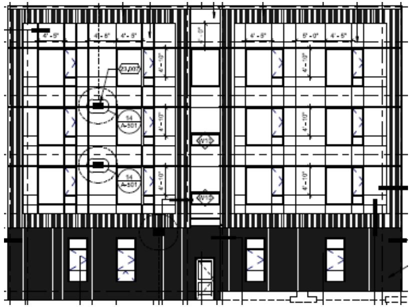
Project location: 807 Jefferson Street

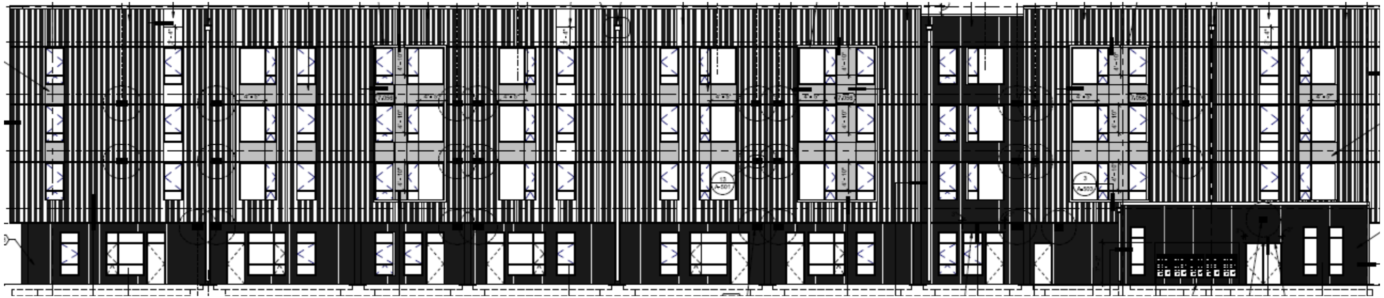
Requested exemption: 12-year exemption with 20% of units income restricted.

- 7 units restricted to households at or below 80% AMI
- 7 units restricted to households at or below 100% AMI

Revised Project Overview-

- 4 story apartment building
- 61,110 total sq. ft.
- 68 units (14 units income restricted)
- 19 Studio, 39 1-BD, and 10 2-BD units
- 69 parking spaces





CITY OF Vancouver WASHINGTON

AMI and Monthly Rent Comparison

Maximum Rent and Income Levels	80% AMI	100% AMI	115% AMI
Maximum allowable studio rent- Maximum allowable 1-person income-	$1,354 $54,160	$1,692 $67,700	$1,946 $77,855
Maximum 1-bedroom rent- Maximum allowable 2-person income-	$1,415 $61,920	$1,813 $77,400	$2,085 $89,010
Maximum 2-bedroom rent- Maximum allowable 4-person income -	$1,742 $77,360	$2,177 $96,700	$2,504 $111,205

AMI rates are adjusted annually based on HUD MSA data

CITY OF Vancouver WASHINGTON

Revised Exemption Tax Summary-

If exemption granted and project developed:	Total – all taxing districts	City of Vancouver
Net Present value of future tax revenue** (20 year)	$1,876,000	$662,000
Net present value of "foregone" tax revenue (during exemption period)	($795,000)	($246,000)
Net Present Value Benefit	$1,081,000	$416,000

**Estimated discounted present value of construction sales tax, utility tax and property tax over 20 years

City of Vancouver Washington

Council Action Requested

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

Questions

Patrick Quinton- Economic Development Director 360-487-7845

Bryan Monroe- Associate Planner 360-487-7958

Item #11.

Staff Report 187-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Multifamily Tax Exemption Amendment: Jefferson Street Apartments

Key Points

- This city center project was granted approval on February 27, 2017, for an initial 12-year MFTE certificate of tax exemption with 20% of units restricted to households at or below 115% area median income (AMI).
- Due to Covid-19 related delays and cost increases the applicant requested to amend the original development agreement to reduce the number of total units from 92 down to 68 units and the number of income restricted units from 19 to 14 units. This request was presented to City Council at a public hearing on November 1, 2021.
- Council requested additional clarification regarding the definition of low- and moderate-income used in the development agreement and this item was remanded back to staff for additional clarification.
- Following Council feedback staff has amended the language of the development agreement and Resolution to be more clear regarding income restriction levels.
- Additionally, the applicant has committed to lowering the income restriction rate below the original agreement rate of 115% AMI. The applicant is proposing that seven of the required units be restricted to 80% AMI and seven units restricted at 100% AMI.

Strategic Plan Alignment

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

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

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

The due to Covid-related issues developer Farview Drive LLC is requesting a change from the initial multifamily tax exemption approval to reduce the number of proposed units from 92 units to 68 units. In order to combat increased costs and meet the required certificate of occupancy completion timeline the applicant has eliminated one of the buildings.

The development will now be a one building, four-story building with 69 parking spaces. The exemption duration and income restriction will remain the same at 12 years, with 20% of the total units income restricted. Following City Council comments at the November 1, 2021 hearing the applicant has committed to lowering the income restriction rate below the originally stipulated 115% AMI. The applicant is now proposing that seven of the required units be restricted to 80% AMI and seven units restricted at 100% AMI.

Advantage(s)

1. The proposed development will add residential opportunities within the VCCV subarea, as envisioned by VMC 3.22.
2. A vacant downtown site will be developed.
3. The proposed development will generate significant sales tax from construction and utility taxes and provide jobs.
4. Over 20 years, factoring in the tax exemption, the project will generate in City taxes roughly $410,000. The value of the improvement taxes not paid by the owner is estimated at $246,000.
5. The tenant income restrictions have been lowered from the initial agreement.

Disadvantage(s)

Approval of the property tax exemption will delay the increase in property taxes associated with the new construction of the exempted multi-unit developments for all taxing districts for the duration of the exemption period. However, other taxes will be generated from the developments and it is uncertain whether the property would have developed as quickly if the tax exemption is not approved.

Budget Impact

The City will receive additional revenues with the development itself, including sales tax, permit fees and system development charges. There will be a small incremental increase in demand for public services during the initial 12-year exemption period without appurtenant tax revenues. Following the 12-year exemption period, the property will return to the tax base as new construction and the City and other taxing districts will begin receiving property taxes.

Prior Council Review

- Council Workshop February 13, 2017
- Council Public Hearing February 27, 2017
- Council Public Hearing November 1, 2021

Action Requested

On December 6, 2021, following a public hearing, adopt a resolution authorizing the City Manager or designee to sign the amended multifamily tax exemption agreement with Farview Drive LLC.

Patrick Quinton, Economic Development Director, 360-487-7845; Bryan Monroe, Associate

Planner, 360-487-7958

ATTACHMENTS:

- Resolution
- Jefferson MFTE Amendment Agreement
- Jefferson Apartments MFTE Amendment Presentation

12/06/2021

RESOLUTION NO. M-_____

A RESOLUTION of the City Council of the City of Vancouver approving an amended agreement with FARVIEW DRIVE, LLC, a Washington limited liability company ("Applicant"), for limited property tax exemption.

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

WHEREAS, the City has the authority, pursuant to both the Revised Code of Washington and Chapter 3.22 of the Vancouver Municipal Code, to designate various "Residential Target Areas" for the provision of limited property tax exemptions programs whereby property owners may qualify for a "Final Certificate of Tax Exemption," which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, the City and the Applicant entered into a limited tax exemption program agreement, approved by the Vancouver City Council on February 27, 2017, which proposed development of no fewer than 92 new multi-family residential housing units including 19 income restricted units, to be constructed on property located at 807 Jefferson Street (Exhibit 1), and identified for real property tax purposes as Parcel No. 50010000 ("Property"); and

WHEREAS, the Applicant now desires to reduce the total number of residential units to be constructed on the Property from 92 units, as promised in the original Agreement, down to 68 units, to reduce elevated costs caused by the COVID-19 pandemic and to allow for a faster construction completion time; and

WHEREAS, The Applicant commits to renting at least twenty percent of the multi-family housing units (14 units) as income restricted housing units to seven (7) households at or below 80% AMI and seven (7) households at or below 100%, and agrees that the Property must satisfy that commitment and any additional income eligibility conditions contained in Chapter 3.22 VMC for the entire duration of the tax exemption period.

WHEREAS, given the unique circumstances, the City is willing to support the Applicant's request to enter into the amended agreement, and the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption for 12 years.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The 1st Amended Agreement, attached hereto as Exhibit 2, between the Applicant and the City of Vancouver, a Washington municipal corporation, is approved.

Section 2. The City Manager or the Manager's designee is authorized to execute the Agreement, attached hereto as Exhibit 2, on behalf of the City.

ADOPTED at a regular session of the Vancouver City Council this ______ of __________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramas, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Exhibit 1

Legal Description

THAT PORTION OF BLOCK 53, VANCOUVER, ALSO KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF VACATED INGALLS STREET (ORD M-724 9/08/64) ON THE NORTHEAST LINE OF JEFFERSON STREET, SHOWN AS STATION 20+40.24, 36.99 FEET LEFT OF JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SHEET R01 OF BNSF/CITY OF VANCOUVER WATERFRONT ACCESS PROJECT (071233) RIGHT OF WAY PLANS;

THENCE NORTHERLY ALONG SAID VACATED INGALLS STREET CENTERLINE 190.38 FEET MORE OR LESS TO A POINT LYING 185.85 FEET LEFT OF STATION 18+82.41, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE LEAVING SAID INGALLS STREET CENTERLINE, WESTERLY 194.72 FEET MORE OR LESS TO A POINT OF CURVATURE ON THE NORTHEAST LINE OF SAID JEFFERSON STREET LYING 38.19 FEET LEFT OF STATION 17+45.93, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE ON A NON-TANGENT 311.02 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, FROM A TANGENT WHICH BEARS SOUTH 29°07'58" EAST, THROUGH A CENTRAL ANGLE OF 10°25'18", A DISTANCE OF 56.57 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 39°42'42" EAST ALONG SAID NORTHEAST LINE A DISTANCE OF 101.11 FEET MORE OR LESS TO THE BEGINNING OF A 306.00 FOOT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE THROUGH A CENTRAL ANGLE OF 21°55'34" A DISTANCE OF 117.10 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO

PARCEL I

Being an unplatted portion of the East half of the Amos Short Donation Land Claim together with a portion of vacated West 9th Street, the total tract being described as follows:

BEGINNING at a point which is South 89°13'47" East 149.96 feet from the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 0°47'31" West, a distance of 239.82 feet to a point on the centerline of vacated West 9th Street; thence South 89°13'41" East along said centerline 127.36 feet; thence North 0°44'32" East 239.82 feet to a point on the South line of West Evergreen Boulevard (formerly West 10th Street); thence North 89°13'47" West 127.15 feet to the Place of Beginning.

EXCEPT THEREFROM that portion thereof described as follows:

That portion of fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington, described as follows:

Continued

BEGINNING at the Northwest corner of tract acquired by Bower Trucking Company by instrument recorded under Clark County Auditor's File No. G 716736, which is 150 feet, more or less, East of the Northwest corner of said Block Q; thence running East along the South line of Evergreen Boulevard, 127 feet; thence South 120 feet; thence West 127 feet to the West line of said Bower tract; thence North 120 feet along the West line of said Bower tract to the Point of Beginning.

AND ALSO the South 120 feet of the following tract:

Being all of a fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, together with a portion of vacated West 9th Street and unplatted portion of the East half of the Amos Short Donation Land Claim, the total tract being described as follows:

BEGINNING at the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence East 150 feet, more or less, to the Northwest corner of that tract conveyed to Bower Trucking Company, under Auditor's File No. G 716736; thence South along the West line of said tract, a distance of 240 feet, more or less, to a point on the centerline of vacated West 9th Street; thence West along the said centerline, 150 feet, more or less, to a point on the East line of Jefferson Street; thence North to the Place of Beginning.

EXCEPT the following described property:

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of Block Q, as shown on the Plat of SLOCUM'S SECOND ADDITION, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 2°18'35" West along the East right of way line of Jefferson Street 119.86 feet to a half inch iron rod as shown on ROS Book 24, page 151, records of Clark County, Washington, also being the True Point of Beginning; thence continuing along said right of way line South 2°18'35" West 119.96 feet to a half inch iron rod, also being the centerline of vacated West 9th Street as shown on said Survey; thence South 87°39'11" East 33.78 feet along said centerline; thence Northwesterly along a non-tangent curve to the right with a chord bearing of North 13°20'54" West, a radius of

311.02 feet, through a central angle of 23°06'44" for an arc distance of 125.46 feet; thence North 87°40'05" West 0.15 feet to said East right of way line, also being the Point of Beginning.

PARCEL II

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, being a portion of vacated West 9th Street described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the Plats of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 33.78 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 66.16 feet; thence South 2°23'12" West 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 54.89 feet to a non tangent curve to the right; thence Northwesterly along said curve to the right with a tangent bearing of North 29°07'58" West, a radius of 311.02 feet, through a central angle of 4°13'43" for an arc distance of 22.95 feet to said centerline also being the Point of Beginning.

Continued

PARCEL III

ALSO that portion lying in the vacated portion of West 9th Street in the Amos Short Donation Land Claim, and in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East of the Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the plat of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 99.94 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 139.84 feet to the centerline of vacated Ingalls Street as shown on said survey; thence South 2°25'19" West along the centerline of Ingalls Street 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 139.83 feet; thence North 2°23'12" East 20.00 feet to said centerline also being the Point of Beginning.

Exhibit 2

1ST AMENDED DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS 1st AMENDED AGREEMENT is entered into this 6th day of December 2021, by and between FARVIEW DRIVE, LLC, a Washington limited liability company, (hereinafter referred to as the "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as the "City").

WITNESSETH:

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

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

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

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

WHEREAS, the City and the Applicant entered into a 12-year multifamily tax exemption agreement, approved by the Vancouver City Council on February 27, 2017 (the "Original MFTE Agreement"), in which the Applicant agreed to construct no fewer than 92 new residential units with 19 units restricted to 115% of the area median income as determined by HUD on a property located at 807 Jefferson Street, Vancouver, Washington, described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Applicant now desires to reduce the total number of residential units to be constructed on the Property, to reduce elevated costs caused by the COVID-19 pandemic and to allow for a faster construction completion time; and

WHEREAS, the City and the Applicant now desire to amend the Original MFTE Agreement to reduce the obligated number of new residential units from 92 units down to 68 total units. Income restricted units will proportionately be reduced from 19 to 14 units; and

WHEREAS, the applicant has agreed to lower the average median income cap for the required income restricted units from the 115% AMI that was originaly agreed upon to the following reduced income caps: 7 units at 80% AMI and 7 units at 100% AMI.

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

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

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

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than <u>sixty-eight (68)</u> new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (14 units) as income restricted housing units to 7 households at or below 80% AMI and 7 households at or below 100% area median income, as defined in RCW 84.14.010, and agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the entire duration of the tax exemption period.

4. The Applicant agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the initial Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City, at the City's sole discretion.

5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
    (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
    (b) A description of the completed work and a statement of qualifications for the exemption;
    (c) A statement that the project meets the multi-family tax exemption requirements as described in RCW 84.14.020, including a statement

committing to renting or selling at least twenty percent of the multifamily housing units to income restricted households as required by this 1st Amended Agreement; and

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

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this 1st Amended Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within 10 days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:

   (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
   (b) A certification that the property continues to be in compliance with this 1st Amended Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
   (c) A description of any improvements or changes to the Property constructed after the issuance of the certificate of tax exemption;
   (d) The total monthly rent for each unit;
   (e) Documentation of the income of each renter household at the time of initial occupancy; and
   (f) Documentation showing that twenty percent of the units were rented to income restricted households as required by this 1st Amended Agreement.

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

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

10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this 1st Amended Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the Property or in the improvements made to the Property under this 1St Amended Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this 1st Amended Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; provided, however, that the Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this 1st Amended Agreement shall be effective unless mutually agreed upon in writing by all the parties hereto.

14. In the event that any term or clause of this 1st Amended Agreement conflicts with applicable law, such conflict shall not affect other terms of that can be given effect without the conflicting term or clause, and to this end, the terms of this 1st Amended Agreement are intended to be severable.

15. The Applicant agrees that this 1st Amended Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER:	FARVIEW DRIVE, LLC:
By: ______________________________	By:__________________________
Eric Holmes, City Manager	Joshua Oliva, Member/Manager
Attest:	Approved as to form:
______________________________	______________________________
Natasha Ramras, City Clerk	Jonathan Young, City Attorney

1ST AMENDED DEVELOPMENT AGREEMENT
for
MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION

THIS 1st AMENDED AGREEMENT is entered into this 6th day of December 2021, by and between FARVIEW DRIVE, LLC, a Washington limited liability company, (hereinafter referred to as the "Applicant"), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as the "City").

WITNESSETH:

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

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

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

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

WHEREAS, the City and the Applicant entered into a 12-year multifamily tax exemption agreement, approved by the Vancouver City Council on February 27, 2017 (the "Original MFTE Agreement"), in which the Applicant agreed to construct no fewer than 92 new residential units with 19 units restricted to 115% of the area median income as determined by HUD on a property located at 807 Jefferson Street, Vancouver, Washington, described on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Applicant now desires to reduce the total number of residential units to be constructed on the Property, to reduce elevated costs caused by the COVID-19 pandemic and to allow for a faster construction completion time; and

WHEREAS, the City and the Applicant now desire to amend the Original MFTE Agreement to reduce the obligated number of new residential units from 92 units down to 68 total units. Income restricted units will proportionately be reduced from 19 to 14 units; and

WHEREAS, the applicant has agreed to lower the average median income cap for the required income restricted units from the 115% AMI that was originaly agreed upon to the following reduced income caps: 7 units at 80% AMI and 7 units at 100% AMI.

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

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

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

2. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than sixty-eight (68) new permanent multi-family residential units.

3. The Applicant commits to renting at least twenty percent of the multi-family housing units (14 units) as income restricted housing units to 7 households at or below 80% AMI and 7 households at or below 100% area median income, as defined in RCW 84.14.010, and agrees that the Property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the entire duration of the tax exemption period.

4. The Applicant agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the initial Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City, at the City's sole discretion.

5. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
   (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
   (b) A description of the completed work and a statement of qualifications for the exemption;

(c) A statement that the project meets the multi-family tax exemption requirements as described in RCW 84.14.020, including a statement committing to renting or selling at least twenty percent of the multifamily housing units to income restricted households as required by this 1st Amended Agreement; and

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

6. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this 1st Amended Agreement and on the Applicant's filing of the materials described in Paragraph 5 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within 10 days.

7. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for the duration of the exemption, to file a notarized declaration with the Director indicating the following:

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

(b) A certification that the property continues to be in compliance with this 1st Amended Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;

(c) A description of any improvements or changes to the Property constructed after the issuance of the certificate of tax exemption;

(d) The total monthly rent for each unit;

(e) Documentation of the income of each renter household at the time of initial occupancy; and

(f) Documentation showing that twenty percent of the units were rented to income restricted households as required by this 1st Amended Agreement.

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

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

10. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this 1st Amended Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.

11. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the Property or in the improvements made to the Property under this 1^{St} Amended Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this 1^{st} Amended Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14; provided, however, that the Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).

13. No modifications of this 1^{st} Amended Agreement shall be effective unless mutually agreed upon in writing by all the parties hereto.

14. In the event that any term or clause of this 1^{st} Amended Agreement conflicts with applicable law, such conflict shall not affect other terms of that can be given effect without the conflicting term or clause, and to this end, the terms of this 1^{st} Amended Agreement are intended to be severable.

15. The Applicant agrees that this 1^{st} Amended Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER:	FARVIEW DRIVE, LLC:
By: ______________________________	By: ______________________________
Eric Holmes, City Manager	Joshua Oliva, Member/Manager
Attest:	Approved as to form:
______________________________	______________________________
Natasha Ramras, City Clerk	Jonathan Young, City Attorney

Exhibit A

Legal Description

THAT PORTION OF BLOCK 53, VANCOUVER, ALSO KNOWN AS WEST VANCOUVER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "B" OF PLATS, PAGE 40, RECORDS OF CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF VACATED INGALLS STREET (ORD M-724 9/08/64) ON THE NORTHEAST LINE OF JEFFERSON STREET, SHOWN AS STATION 20+40.24, 36.99 FEET LEFT OF JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SHEET R01 OF BNSF/CITY OF VANCOUVER WATERFRONT ACCESS PROJECT (071233) RIGHT OF WAY PLANS;

THENCE NORTHERLY ALONG SAID VACATED INGALLS STREET CENTERLINE 190.38 FEET MORE OR LESS TO A POINT LYING 185.85 FEET LEFT OF STATION 18+82.41, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE LEAVING SAID INGALLS STREET CENTERLINE, WESTERLY 194.72 FEET MORE OR LESS TO A POINT OF CURVATURE ON THE NORTHEAST LINE OF SAID JEFFERSON STREET LYING 38.19 FEET LEFT OF STATION 17+45.93, JEFFERSON STREET CONSTRUCTION CENTERLINE AS SHOWN ON SAID PLANS;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE ON A NON-TANGENT 311.02 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, FROM A TANGENT WHICH BEARS SOUTH 29°07'58" EAST, THROUGH A CENTRAL ANGLE OF 10°25'18", A DISTANCE OF 56.57 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 39°42'42" EAST ALONG SAID NORTHEAST LINE A DISTANCE OF 101.11 FEET MORE OR LESS TO THE BEGINNING OF A 306.00 FOOT CURVE TO THE LEFT;

THENCE SOUTHEASTERLY ALONG SAID NORTHEAST LINE THROUGH A CENTRAL ANGLE OF 21°55'34" A DISTANCE OF 117.10 FEET MORE OR LESS TO THE POINT OF BEGINNING.

AND ALSO

PARCEL I

Being an unplatted portion of the East half of the Amos Short Donation Land Claim together with a portion of vacated West 9th Street, the total tract being described as follows:

BEGINNING at a point which is South 89°13'47" East 149.96 feet from the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 0°47'31" West, a distance of 239.82 feet to a point on the centerline of vacated West 9th Street; thence South 89°13'41" East along said centerline 127.36 feet; thence North 0°44'32" East 239.82 feet to a point on the South line of West Evergreen Boulevard (formerly West 10th Street); thence North 89°13'47" West 127.15 feet to the Place of Beginning.

EXCEPT THEREFROM that portion thereof described as follows:

That portion of fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington, described as follows:

Continued

BEGINNING at the Northwest corner of tract acquired by Bower Trucking Company by instrument recorded under Clark County Auditor's File No. G 716736, which is 150 feet, more or less, East of the Northwest corner of said Block Q; thence running East along the South line of Evergreen Boulevard, 127 feet; thence South 120 feet; thence West 127 feet to the West line of said Bower tract; thence North 120 feet along the West line of said Bower tract to the Point of Beginning.

AND ALSO the South 120 feet of the following tract:

Being all of a fractional Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, together with a portion of vacated West 9th Street and unplatted portion of the East half of the Amos Short Donation Land Claim, the total tract being described as follows:

BEGINNING at the Northwest corner of Block Q of SLOCUM'S SECOND ADDITION TO THE CITY OF VANCOUVER, according to the Plat thereof, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence East 150 feet, more or less, to the Northwest corner of that tract conveyed to Bower Trucking Company, under Auditor's File No. G 716736; thence South along the West line of said tract, a distance of 240 feet, more or less, to a point on the centerline of vacated West 9th Street; thence West along the said centerline, 150 feet, more or less, to a point on the East line of Jefferson Street; thence North to the Place of Beginning.

EXCEPT the following described property:

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 1 East of the Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

BEGINNING at the Northwest corner of Block Q, as shown on the Plat of SLOCUM'S SECOND ADDITION, recorded in Book "A" of Plats, page 84, records of Clark County, Washington; thence South 2°18'35" West along the East right of way line of Jefferson Street 119.86 feet to a half inch iron rod as shown on ROS Book 24, page 151, records of Clark County, Washington, also being the True Point of Beginning; thence continuing along said right of way line South 2°18'35" West 119.96 feet to a half inch iron rod, also being the centerline of vacated West 9th Street as shown on said Survey; thence South 87°39'11" East 33.78 feet along said centerline; thence Northwesterly along a non-tangent curve to the right with a chord bearing of North 13°20'54" West, a radius of

311.02 feet, through a central angle of 23°06'44" for an arc distance of 125.46 feet; thence North 87°40'05" West 0.15 feet to said East right of way line, also being the Point of Beginning.

PARCEL II

That portion lying in the Amos Short Donation Land Claim in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East, Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, being a portion of vacated West 9th Street described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the Plats of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 33.78 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 66.16 feet; thence South 2°23'12" West 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 54.89 feet to a non tangent curve to the right; thence Northwesterly along said curve to the right with a tangent bearing of North 29°07'58" West, a radius of 311.02 feet, through a central angle of 4°13'43" for an arc distance of 22.95 feet to said centerline also being the Point of Beginning.

Continued

PARCEL III

ALSO that portion lying in the vacated portion of West 9th Street in the Amos Short Donation Land Claim, and in the Northwest quarter, Southwest quarter, Section 27, Township 2 North, Range 1 East of the Willamette Meridian, situated in the City of Vancouver, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of Block Q as shown on the plat of Slocum's Second Addition, recorded in Book "A" of Plats, page 84, records of Clark County; thence South 2°18'35" West along the East right of way line of Jefferson Street 239.86 feet to a 1/2" iron rod shown as set on R.O.S. Book "24", page 151, records of Clark County, also being the centerline of vacated West 9th Street; thence along said centerline South 87°39'11" East 99.94 feet to the True Point of Beginning; thence continuing along said centerline South 87°39'11" East 139.84 feet to the centerline of vacated Ingalls Street as shown on said survey; thence South 2°25'19" West along the centerline of Ingalls Street 20.00 feet; thence North 87°39'11" West and parallel with the centerline of West 9th Street a distance of 139.83 feet; thence North 2°23'12" East 20.00 feet to said centerline also being the Point of Beginning.

Fall 2021 Zoning Map and Text Changes

December 6, 2021
Vancouver City Council Public Hearing

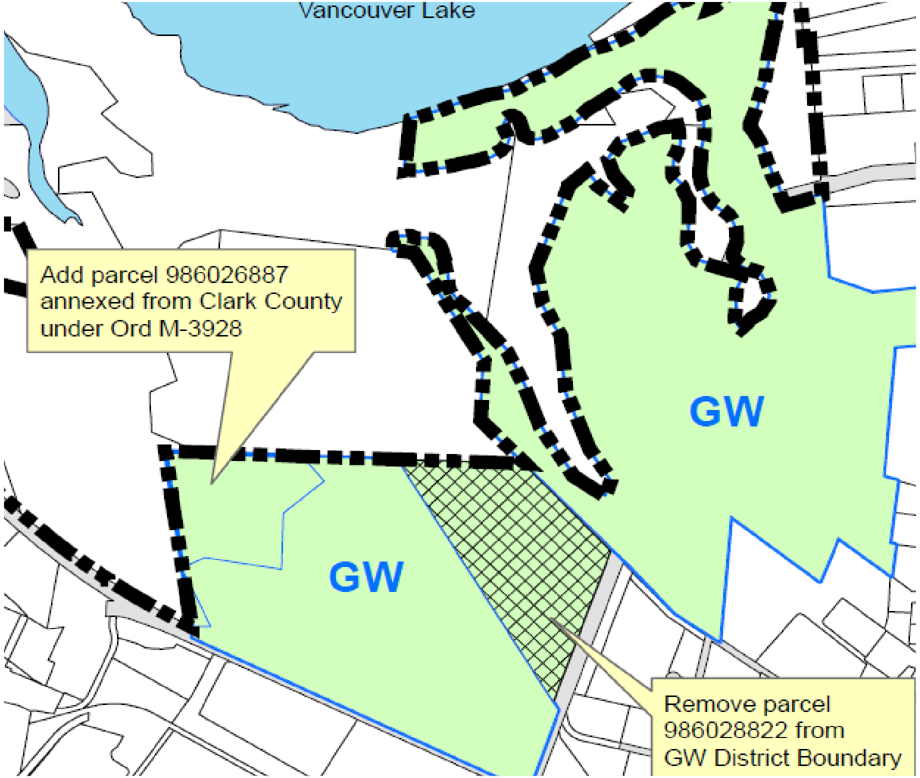
CITY OF Vancouver WASHINGTON

Bryan Snodgrass, Principal Planner, Community and Economic Development Department

Presentation Overview

- Fall 2021 zoning map and text changes proposed by staff
- One stand alone zoning map change, eleven zoning code text changes
- Unanimously recommended for approval by the Planning Commission at an October 12, 2021 public hearing with no public testimony submitted
- Council workshop October 25 identified one additional address incorrect cross reference

Amend VMC 20.450-2 Map of Vancouver Lake Greenway



- Remove 50-acre Port property from Vancouver Lake Greenway (checkered)
- Add 29-acre Port property (blank)
- VLG changes mistakenly omitted from prior rezone and annexation actions

Amend VMC 20.450-2 Vancouver Lake Greenway (cont.)

- No changes to current underlying zoning designations – IL for property to be removed, Greenway for property to be added
- Potential future development of IL property to be subject to SEPA and VMC 20.740 Critical Areas Protection standards.

CITY OF Vancouver WASHINGTON

Zoning text changes (11)

1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
2. Application vesting (20.210.110)	Change "permit application" to "land use application" reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions

CITY OF Vancouver WASHINGTON

Zoning text changes (cont.)

6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards
7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
9. Fences and walls, Planned Unit Developments (20.912.070)	Clarify application of sound walls
10. Infill relationship to other standards (20.920.030	Correct inaccurate cross reference

Zoning text changes (cont.)

11. SEPA substantive authority (20.790.620)	Correct inaccurate cross reference

Questions and Discussion

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

CITY OF Vancouver WASHINGTON

Staff Report 177-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Fall 2021 Title 20 Zoning Code Map and Text Corrections

Key Points

- Corrections and other changes to the Vancouver zoning code and map involving little or no policy implications are annually identified by staff and brought forward for adoption
- The Planning Commission voted unanimously on October 12, 2021, to recommend approval of fall 2021 zoning changes consisting of one map change and ten text changes. No public comments were received.
- An additional text change, a correction to a cross reference in SEPA policies, was identified by the City Council at an October 25, 2021 Workshop.

Strategic Plan Alignment

N/A

Present Situation

The proposed corrections to the Title 20 Zoning Code and map are being brought forward for Council consideration:

- Change the VMC 20.450-2 map of the Vancouver Lake Greenway Overlay District. Exclude 50-acre parcel 986028822 which should have been excluded from the Overlay District when its underlying zoning designation was changed to IL in 2007, and add nearby 39-acre parcel 985026887, which should have been included when annexed to the City of Vancouver in 2009. See October 25 Council workshop staff report (attached) for more detail.

- Change VMC Title 20 zoning code text as follows:

Code Section	Change
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government

2. Application vesting (20.210.110)	Change “permit application” to “land use application” reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions
6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards
7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
9. Fences and walls, Planned Unit Developments (20.912.070)	Clarify application of sound walls
10. Infill relationship to other standards (20.920.030)	Correct inaccurate cross reference
11. SEPA substantive authority (20.790.620)	Correct inaccurate cross reference

Advantage(s)

Corrects errors and updates terminology

Disadvantage(s)

None known

Budget Impact

No significant impacts anticipated

Prior Council Review

October 25, 2021 City Council workshop

Action Requested

On Monday, December 6, 2021, subject to second reading and public hearing, approve ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- Ordinance
- October 25, 2021 City Council workshop materials
- October 12, 2021 Planning Commission staff report
- Presentation

ATTACHMENT A - ORDINANCE

11/22/21
12/06/21

ORDINANCE NO. M_______

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver zoning map, and VMC 20.180, 20.230, 20.320, 20.410, 20.440, 20.450, 20.912; 20.920, and 20.790; 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 a duly advertised work session on July 27, 2021, and duly advertised public hearing on October 12, 2021, and at that hearing voted to recommend approval of zoning text amendments described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised first reading of the proposed ordinance on November 22, 2021, and a public hearing on December 6, 2021, following which the Council agrees with the Planning Commission recommendations, and identified one additional zoning code text correction; and

WHEREAS, the cumulative environmental impacts of the proposed 2021 zoning changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. Notices of Determinations of Nonsignificance (DNS) were issued on October 8, 2021 for the proposed zoning 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 report for the October 12, 2021 public hearing are hereby adopted as the City Council's findings of fact; and

Section 2. Zoning Map Amendment. The Vancouver Zoning Map, established as part of the Vancouver Comprehensive Plan 2011-2030, adopted through Ordinance M-3994, is amended to remove the Vancouver Lake Greenway District overlay zoning designation from parcel 986028822 and add the Vancouver Lake Greenway District overlay zoning designation to parcel 986026887. Vancouver Municipal Code Figure 20.450.030-2 is correspondingly amended to remove parcel 98602882 from its boundaries and to add parcel 986026887 to its boundaries.

Section 3. Zoning Code Text Changes.

A. VMC 20.180.150, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4097, is amended as follows.

VMC 20.180.050 Revisions.
Development review fees. Effective January 1, 2010, and January 1st of each year thereafter, development review fees shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the ~~Portland-Salem, Oregon-Washington~~ Seattle-Tacoma-Bellevue Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver. Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty ~~($.50)~~ cents ($0.50) or more being rounded to the next higher dollar and forty-nine ~~($.49)~~ cents ($0.49) or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to

the nearest whole dollar. (Ord. M-4097 § 1, 11/03/2014; Ord. M-3895 § 2, 11/17/2008; Ord. M-3643, 01/26/2004)

A. Vested application. Type I, II, or III applications shall be considered under this chapter and the zoning, development and other land use control ordinances contained in the VMC, and any uncodified ordinances modifying the same, in effect on the date a fully complete application is filed with the city. For the purposes of this section, a vested application shall mean that the applicant is entitled to implement the development proposal described in the application, under the zoning, development and land use ordinances applied by the city in its review of the application without being subject to changes in development regulations subsequent to the submittal date except to the extent allowed by the city's police power to protect the public health, safety, and welfare.

Once an application is approved and if the approval contains a detailed description of the uses, including a detailed site plan drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the use(s), and such site plan is consistent with all laws and regulations in effect at the time the original application vested, then all ~~permit~~ land use applications in connection with the approved use(s) and/or site plan are vested to the laws and regulations in effect at the time of the vesting of the original permit application, until the land use approval expires.

C. VMC 20.230.030-1, which was adopted by Ordinance M-3643 and last amended by Ordinance M-3946, is amended as follows.

Table 20.230.030-1. Conversion of County Plan and Zone Designations to City Plan and Zone Designations

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Urban Low Density Residential	R1-20	R-2 or R-6[1]	Urban Lower Density
	R1-10	R-4 or R-6[1]	
	R1-7.5	R-6	
	R1-6	R-9	
	R1-5	R-9	
Urban Medium Density Residential	R-12	R-9 or R-18 [1]	Lower Density Residential or Higher Density Residential
	R-18	R-18	Urban Higher Density

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
	R-22	R-22	
Urban High Density Residential	R-30	R-30	
	R-43	R-35	
Urban Medium Density Residential	OR-15	R-18 or OCI [1]	Higher Density Residential or Industrial
	OR-18	R-18 or OCI [1]	
	OR-22	R-22 or OCI [1]	
Urban High Density Residential	OR-30	R-30 or OCI [1]	
	OR-43	R-35 or OCI [1]	
~~Neighborhood Commercial~~ Commercial (C)	~~C2~~ NC	CN or CC [1]	Commercial and Mixed Use
~~Community Commercial or General Commercial~~ Commercial (C)	~~C3~~ CC	CC	
	~~CL~~ CC	CC or CG[1]	
General Commercial Commercial (C)	~~CH~~ GC	CG	
Mixed Use	MX	MX	
~~Employment Center~~ Industrial (I)	OC	OCI	Industrial; Low Density; Residential, High Density Residential, Commercial Mixed Use, and Industrial designations are consistent with RGX zone
~~Employment Center~~ Industrial (I)	BP	OCI or IL[1]	
~~Employment Center or Light Industrial~~	~~ML~~ IL	IL ~~or RGX~~	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Industrial (I)			
Heavy Industrial	~~MH~~ IH	IH	
Airport~~, Light Industrial, Heavy Industrial, or Public Facility~~	A	A, IL, IH, ~~Or OCI[1]~~	
All Categories – Except Mixed Use	U(niversity)	Any R zone, CC or CG (by CUP only) [1]	Public Facility
Parks/ Open Space P/OS	Parks/WL	~~OS/~~Park (P)	Open Space (applicable zone based on Development Code definitions and characteristics of property
		~~OS/~~Greenway (GW)	
		~~OS/~~Natural Area (NA)	
Surface Mining Overlay	S	SM	Surface Mining Overlay
Airport Environs Overlay	AE-1, AE-2	Pick from existing designations & zones based on footnote 1 below	
Historic Preservation Overlay	Site Specific		
~~Interchange Area Overlay District~~	~~Plan Based~~		

1Final determination to be based on a comprehensive land use plan meeting the requirements of VMC 20.230.030.C, or written findings that address existing uses, abutting uses, zone purpose, zone location criteria, allowed uses, and identify a zone designation that would allow desired existing uses, approved uses, or in-process development plans to continue as conforming uses.

D. VMC 20.320.050, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179, is amended as follows.

VMC 20.320.050 Final Plat Application.

A. *Final plat application and fees.* A complete application, including all supplemental documentation and correct number of copies, shall be filed with the planning official along with all associated fees per Chapter 20.180 VMC.

B. *Proposed final plat.* The proposed final plat shall be prepared by a surveyor in accordance with the provisions of the Survey Recording Act (Chapter 18.90 RCW) as it now exists or hereafter amended. The plat shall consist of one or more pages of a size acceptable to the recording authority, and drawn to a minimum scale of one inch equals 50 feet. The drawing shall contain the following:

1. Date, north arrow and scale;

2. Name of subdivision and applicable project numbers;

3. Letter height must not be less than 0.08 inches;

4. Heavy dashed line around the exterior boundary;

5. All section, township, municipal and county lines lying within or adjacent to the subdivision;

6. Legend;

7. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries, and all permanent monuments with linear dimension, including dimensions to every curb screw;

8. The boundary of the subdivision with complete bearings and linear distances;

9. The length and bearings of all straight lines and the radii, arcs and semi-tangents of all curves;

10. The length of all lot lines, together with bearings and other data necessary for the location of any lot line in the field;

11. Identification of areas to be dedicated or reserved clearly indicated with location, size and purpose. These may include rights-of-way width, public easements, private easements, specific utility easement and type, open space tracts, wetland, etc.;

12. Numbers assigned to all lots, indication of the acreage and/or square footage of each lot, and letters assigned to all blocks within the subdivision;

13. Surveyor's Certification on the face of the plat by a registered land surveyor:

~~I, ________, registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by or under my supervision, during the period of ________ through _______; that the distances, courses and angles are shown thereon correctly, and that monuments other than those monuments approved for setting at a later date have been set and lot corners staked on the ground as depicted on the plat.~~

I, [insert printed name of licensed surveyor], registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision. That the distances, courses, and angles are shown hereon correctly, and that the monuments, other than the monuments approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Signature of Licensed Surveyor: ________________________ Date Signed:_______________

Professional Land Surveyor No. ________________________ Sealed

14. Signature blocks for the following:

a. Director of public works;

b. Director of community and economic development;

c. Clark County public health signature or a letter from public health is provided confirming completion of the public health's development review process;

d. County assessor;

e. Auditor's certification;

~~f. Surveyor's certification, with license number, signature, date and seal.~~

E. VMC 20.320.070, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4179, is amended as follows.

VMC 20.320.070 Technical Standards. *{for subdivisions}*

A. *Subdivision Layout and Required Improvements.*

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title 11 and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. Easements

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC 20.927.040.

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public works and community and economic development department, and shall be installed in accordance with the following procedures:

a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.

b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.

c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.

d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.

e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.

f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:

i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.

ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.

iii. ~~*Bench marks*~~ *Benchmarks.* When required, elevation ~~bench marks~~ benchmarks shall be established within the subdivision with elevations to U.S. Geological Survey datum.

iv. *Drainage systems*. Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter 14.25 VMC, as administered by the department of public works.

v. *Erosion control and stormwater quality.* Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards set forth by the city, pursuant to Chapters 14.24 and 14.25 VMC, as administered by the department of public works.

vi. *Sanitary sewers.* Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains. ~~In the event that it is impractical to connect the short subdivision or subdivision to the city trunk sewer system, the review authority may authorize the use of septic tanks if the lot area is adequate, taking into consideration the physical characteristics of the area determined by the county health department.~~

F. VMC 20.410.040, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4325, is amended as follows.

VMC 20.410.040 Minimum and Maximum Densities. *{in single family zones}*

A. *Purpose.* The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. *Maximum and minimum densities.* The maximum and minimum densities for the Low-Density Residential Districts are contained in Table 20.410.040-1.

Table 20.410.040-1 Minimum and Maximum Densities and Lot Sizes[1]				
Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3
R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9

1 The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by VMC 20.260, ~~infill development~~, density transfer, and situations where an existing house is allowed on a larger than maximum lot size per VMC 20.410.040.C.2.c (Exceptions). Minimum <u>and maximum</u> densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas.

C. *Exceptions.* The following exceptions are permitted to the lot size and density provisions for the R-2- R-9 zoning districts contained in Table 20.410.040-1 above:

1. Minimum lot size/maximum density:

a. Lots developed or approved before March 11, 2004, are exempt from the requirements for minimum density. However, if a site is completely redeveloped, the new development must comply with the minimum density requirements contained in Table 20.410.010-1 above.

b. Non-residential uses are exempt from minimum lot sizes.

c. Within a development of two or more lots, the minimum lot size may be averaged as long as no lot is smaller than 80% of the minimum required lot size.

d. Legal lots of record (lots legally created) that do not meet the minimum lot size requirement may be developed with a single dwelling unit.

e. When the maximum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

2. Maximum lot size/minimum density:

a. Non-residential uses are exempt from maximum lot sizes.

b. On large parcels containing an existing dwelling on March 11, 2004, a lot no greater than one acre may be created around the existing dwelling with the remainder platted to create the number of dwelling units required within the range of minimum and maximum density established for the zoning district in which the parcel is located.

c. When the minimum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

d. On sites that contain sensitive environmental conditions, all or a portion of the sensitive resources areas may be deducted from the gross lot area before the minimum and maximum densities are calculated unless the applicant chooses to transfer density per the requirements of Chapter 20.940 VMC, On-Site Density Transfers.

3. *Planned Developments.* See VMC Chapter 20.260.060 (Development Standards – Item 4) for additional exceptions to lot size requirements. (Ord. M-3931 § 10, 2009; Ord. M-3701 § 13, 2005; Ord. M-3643, 2004)

G. VMC 20.440.030, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4147, is amended as follows.

VMC 20.440.030 Uses.

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.

2. A limited (L) use is permitted outright, providing it is in compliance with special requirements, exceptions or restrictions.

3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters 20.245 and 20.210 VMC, governing conditional uses and decision-making procedures, respectively.

4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title 14).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI[20]	IL[1]	IH	ECX[27]
RESIDENTIAL				
Household Living	L[2]	L[2]	L[2]	L[28]
Group Living	P[21]/X	X	X	P[21]/X
Home Occupation	L[3]	L[3]	L[3]	L[3]
HOUSING TYPES				
Single Dwelling, Attached	L[2]	X	X	L[28]
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L[2]	X	X	L[28]
Multi-Dwelling Units	L[2]	X~~L[2]~~	X	L[28]
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L[24]	P	X	L[24]
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L[4]	L[4]	X	L[4]

USE	OCI[20]	IL[1]	IH	ECX[27]
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X[26]	P	P	P/X[26]
Park & Ride Facilities				
Surface	X	L[31]	L[31]	X
Structure	L[31]	L[31]	L[31]	L[31]
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L[5]	L[5]	L[6]
Entertainment-Oriented				
- Adult Entertainment	X	L[7]	L[7]	X
- Indoor Entertainment	X	X	X	X

USE	OCI[20]	IL[1]	IH	ECX[27]
- Major Event Entertainment	X	X	X	X
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L[6]	L/C[6]	L[6]
- Personal Services	L	L[6]	X	L[6]
- Repair-Oriented	L	L[6]	X	L[6]
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L[8]	L[8]	X
- Vehicle Fuel Sales	X	X	L[8]	L[8, 29]
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C[9]	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also VMC	X	C	X	X

USE	OCI[20]	IL[1]	IH	ECX[27]
20.760)				
Non-Accessory Parking	C[10]	L[10]/X	X	L[30]
Self-Service Storage	P [35]	P [35]	X	X
INDUSTRIAL				
Industrial Services	P	P	P	P
Manufacturing and Production	P	P[11]	P[11]	P
Railroad Yards	X	X	P	X
Bulk Crude Oil storage and handling facilities	X[34]	X[34]	X[34]	X[34]
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L[12]	P	X
Waste-Related	X	X	P[22]/X	X
Wholesale Sales	P	L[12]	X	X
Major Utility Facilities	X	X/P[32]	L[33]	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L[19]	P	X
Animal Kennel/Shelters	X	L[17]	L[17]	X
Cemeteries	X	X	C	X
Detention & Post Detention Facilities	X	C/X[13]	C[14]	X
Dog Day Care	L[15]	L[15]	L[15]	L[15]
Heliports	C	C	C	C

USE	OCI[20]	IL[1]	IH	ECX[27]
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L[34]	L[34]	X
Mining	C[18]	C[18]	C[18]	C[18]
Rail Lines/Utility Corridors	P/X[23]	P	P	P/X[23]
Wireless Communication Facilities	L[16]	L[16]	L[16]	L[16]

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multi-family housing allowed above ground floor only as specified by VMC 20.430.060(B)(2). In all industrial zones, one caretaker residence permitted per use.

H. VMC 20.912.030, which was adopted by Ordinance M-3643 and last amended by Ordinance M-4034, is amended as follows.

VMC 20.912.030 Permits required.

A. *Land Use Permits.* ~~A land use permit~~ Type I site plan approval is required for any sound wall. No land use permit is required for other wall or fence; however, the standards of 20.912 shall apply~~,~~ unless exempted by 20.912.040.

I. VMC 20.912.070, which was adopted by Ordinance M-3643, is amended as follows.

VMC 20.912.070 Fences and Walls in Planned Developments.

A. The City's Planning Official or the City's Hearing~~s~~ Examiner has the authority to approve walls and fences on the perimeters of developments that are incorporated as a design element that is part of a Planned Development or subdivision design.~~, or is useful in limiting sound impacts from sources identified in Chapter 20.912.080(B) Exceptions for sound walls~~. The Planning Official and Hearing~~s~~ Examiner can exceed the standards of this chapter, except those standards for vision clearance. In all cases the Planning

Official and Hearing Examiner shall require the recording of appropriate provisions (covenants or similar methods) for maintenance to be assumed by the property owners or association of owners. (Ord. M-3643, 01/26/2004)

J. VMC 20.920.030, which was adopted by Ordinance M-3643, is amended as follows.

VMC 20.920.030 Relationship to Other Development Standards.

A. All of the provisions of the City code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this Chapter. If there is a conflict between the standards of this Chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this Chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this Chapter, must comply with additional transportation standards as provided for in VMC ~~Chapter~~ ~~*11.96*~~ *11.80.060* *Infill Development Transportation Standards.* *(Ord. M-3643, 01/26/2004)*

K. VMC 20.790.620, which was adopted by Ordinance M-3634, and last amended by Ordinance M-4105is amended as follows.

VMC 20.790.620

B. *Conditions of approval.* Subject to 43.21C.060 RCW and 43.21C.240 RCW, the City may attach conditions to a permit or approval for a proposal so long as:

1. Such conditions are necessary to mitigate specific probable adverse environmental impacts identified in environmental documents prepared pursuant to this ordinance; and

2. Such conditions are in writing; and

3. The mitigation measures included in such conditions are reasonable and capable of being accomplished; and

4. The City has considered whether other local, State or Federal mitigation measures applied to the proposal are sufficient to mitigate the identified impacts; and

5. Such conditions are based on one or more policies in Section ~~20.790.720~~ 20.790.630 VMC and cited in the decision document.

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 30 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 McEnerny-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 the Vancouver zoning map, and VMC 20.180, 20.230, 20.320, 20.410, 20.440, 20.450, 20.912, 20.920, and 20.790; 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: October 14, 2021

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community Development Department

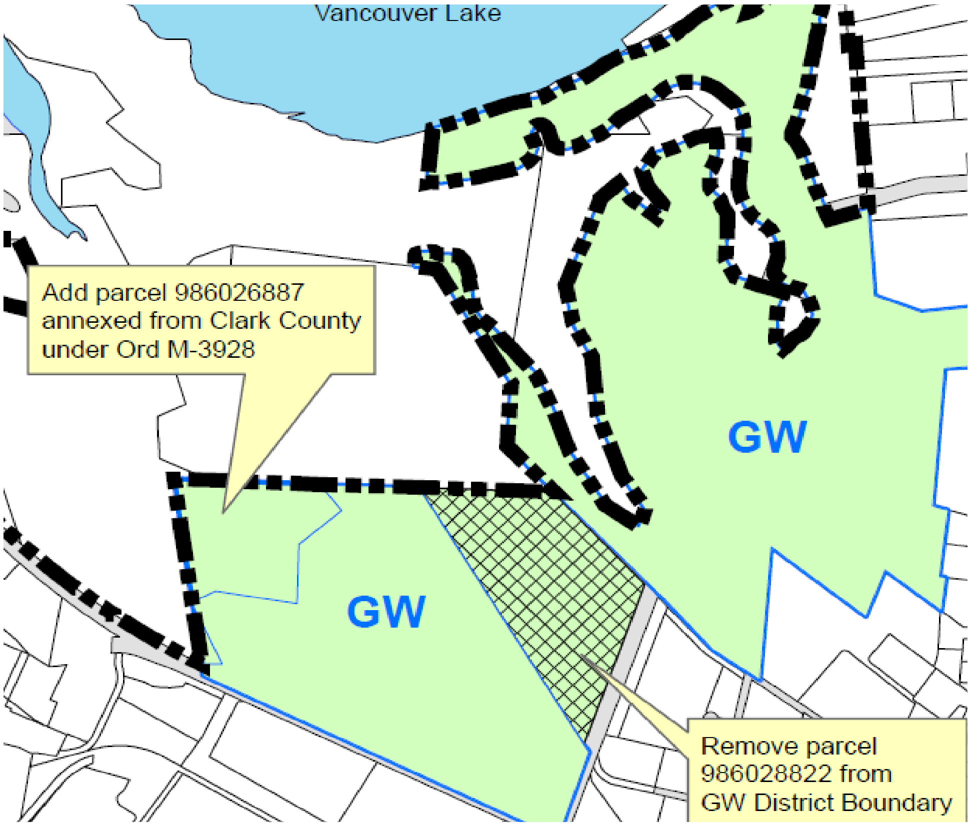
RE: October 25, 2021 workshop for fall 2021 zoning code map and text clean-up changes

CC: Eric Holmes, City Manager

The fall 2021 list of corrections to the Vancouver zoning code is shorter than prior years, with fewer policy implications. One zoning map change and ten zoning text changes were identified and proposed by staff, and all were unanimously recommended for approval by the Vancouver Planning Commission at an October 12, 2021 public hearing, with no public testimony offered before or at the hearing. A Council public hearing is scheduled for December 6, following first reading on November 22.

The zoning map change is to two undeveloped nearby properties owned by the Port of Vancouver located in the Vancouver Lake Greenway Overlay District, as illustrated in Figure 20.450-2 of the zoning code. The 50-acre easternmost property shown as checkered on the below map is proposed to be removed from the Vancouver Lake Overlay Zone District, which should have occurred when the underlying Light Industrial (IL) zoning was established on the property in 2007. Removal from the Overlay District would allow the property to develop as intended under industrial standards. No development is currently proposed by the Port, and any future development would be subject to review under SEPA and City Critical Areas Protection standards.

The western 39-arcre property proposed to be added to the Overlay District has an underlying zoning designation of Greenway (GW) applied when it was annexed in 2009, but application of the Vancouver Lake Greenway Overlay was mistakenly omitted at that time.



The zoning text change are as indicated below, with a full text listing shown in the October 12 Planning Commission staff report.

Code Section	Change
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
2. Application vesting (20.210.110)	Change "permit application" to "land use application" reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions
6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards

7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
9. Fences and walls, Planned Unit Developments (20.912.070)	Clarify application of sound walls
10. Infill relationship to other standards (20.920.030	Correct inaccurate cross reference

Staff contact is Bryan Snodgrass, 360) 487-7946, bryan.snodgrass@cityofvancouver.us.

Fall 2021 Zoning Map and Text Changes

October 25, 2021
Vancouver City Council Workshop

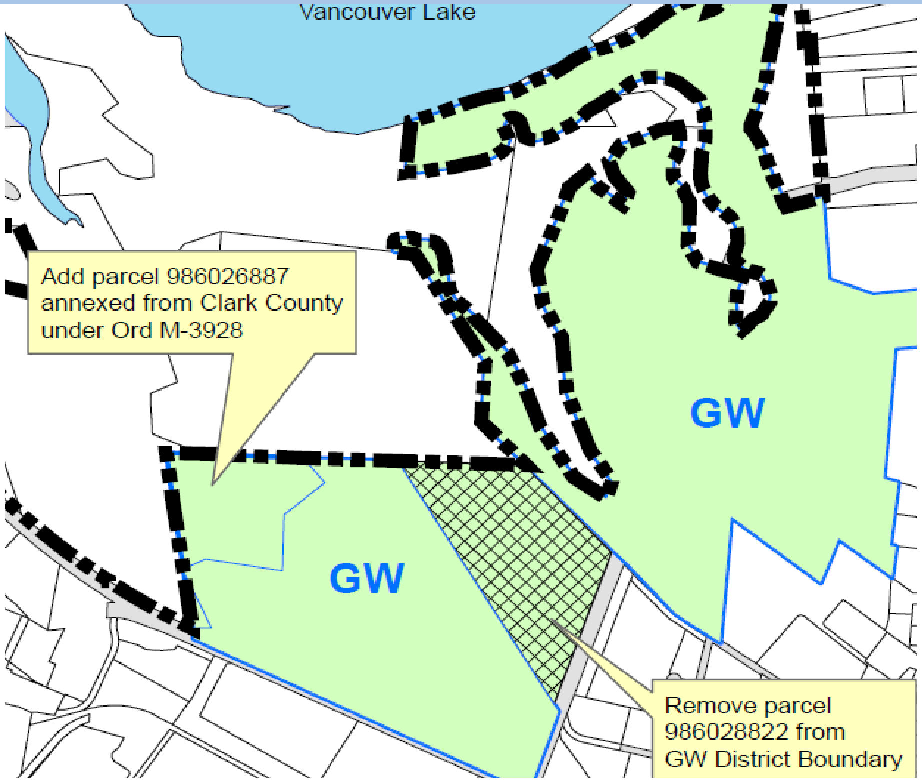
CITY OF Vancouver WASHINGTON

Bryan Snodgrass, Principal Planner, Community and Economic Development Department

Presentation Overview

- Fall 2021 zoning map and text changes proposed by staff
- One standalone zoning map change, ten zoning code text changes
- Unanimously recommended for approval by the Planning Commission at an October 12, 2021 public hearing with no public testimony submitted
- Council public hearing scheduled for December 6

Amend VMC 20.450-2 Map of Vancouver Lake Greenway



- Remove 50-acre Port property from Vancouver Lake Greenway (checkered)
- Add 29-acre Port property (blank)
- VLG changes mistakenly omitted from prior rezone and annexation actions

Amend VMC 20.450-2 Vancouver Lake Greenway (cont.)

- No changes to current underlying zoning designations – IL for property to be removed, Greenway for property to be added
- Potential future development of IL property to be subject to SEPA and VMC 20.740 Critical Areas Protection standards.

Zoning text changes (10)

1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
2. Application vesting (20.210.110)	Change "permit application" to "land use application" reflecting current code terminology
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5. Technical Standards for subdivisions (20.320.070)	Eliminate reference to septic systems, which is not allowed for land divisions

Zoning text changes (cont.)

6. Minimum and Maximum Densities in single family zones (20.410.040)	Eliminate footnote reference to infill, which has its own standards
7. Uses in Industrial Zones (20.440.030)	Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060
8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
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Questions and Discussion

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

CITY OF Vancouver WASHINGTON

Planning Commission

TO: Planning Commission

FROM: Bryan Snodgrass, Principal Planner, bryan.snodgrass@cityofvancouver.us, 360-487-7946

SUBJECT: Public hearing review of fall 2021 Comprehensive Plan and zoning code text changes and map corrections

HEARING DATE: 10/12/2021

REPORT DATE: 9/29/2021

PROPONENT: City staff

LOCATION: Zoning map change applies at unaddressed property in Vancouver Lake Lowlands. Zoning code changes apply citywide

RECOMMENDATION: Approve map and text changes

I. BACKGROUND AND REVIEW PROCESS:

The Growth Management Act allows zoning map and text changes not involving the Comprehensive Plan to be reviewed at any time and independent of one another if needed. This staff report addresses one zoning map correction, and nine zoning code text changes, all proposed by City staff. With one exception noted, these items were reviewed at a Planning Commission workshop on July 27, 2021, with limited Commission comment.

One privately submitted Annual Review Comprehensive Plan and zoning map change discussed at the July Planning Commission workshop, the DIRG proposal within the Section 30 subarea, has been withdrawn by the applicant and will not be brought forward for hearing this year.

Notice of the October 12 Planning Commission public hearing was provided through publication in the *Columbian* newspaper. A SEPA Determination of Non-significance (DNS) was issued and published in the *Columbian* on October 5. Individual mailed notice was sent to the limited number of property owners and occupants of lots located within 500 feet of the proposed map correction, all but one of which are government-owned properties. No public or stakeholder comments have been received to date on any of the changes.

II. SUMMARY OF THE PROPOSALS:

A. <u>Zoning Map Correction – Amend Vancouver Lake Greenway District as indicated in VMC 20.450-2 map, by removing 50-acre Port Parcel 7 (986028822) and adding 29-acre property (986026887).</u>

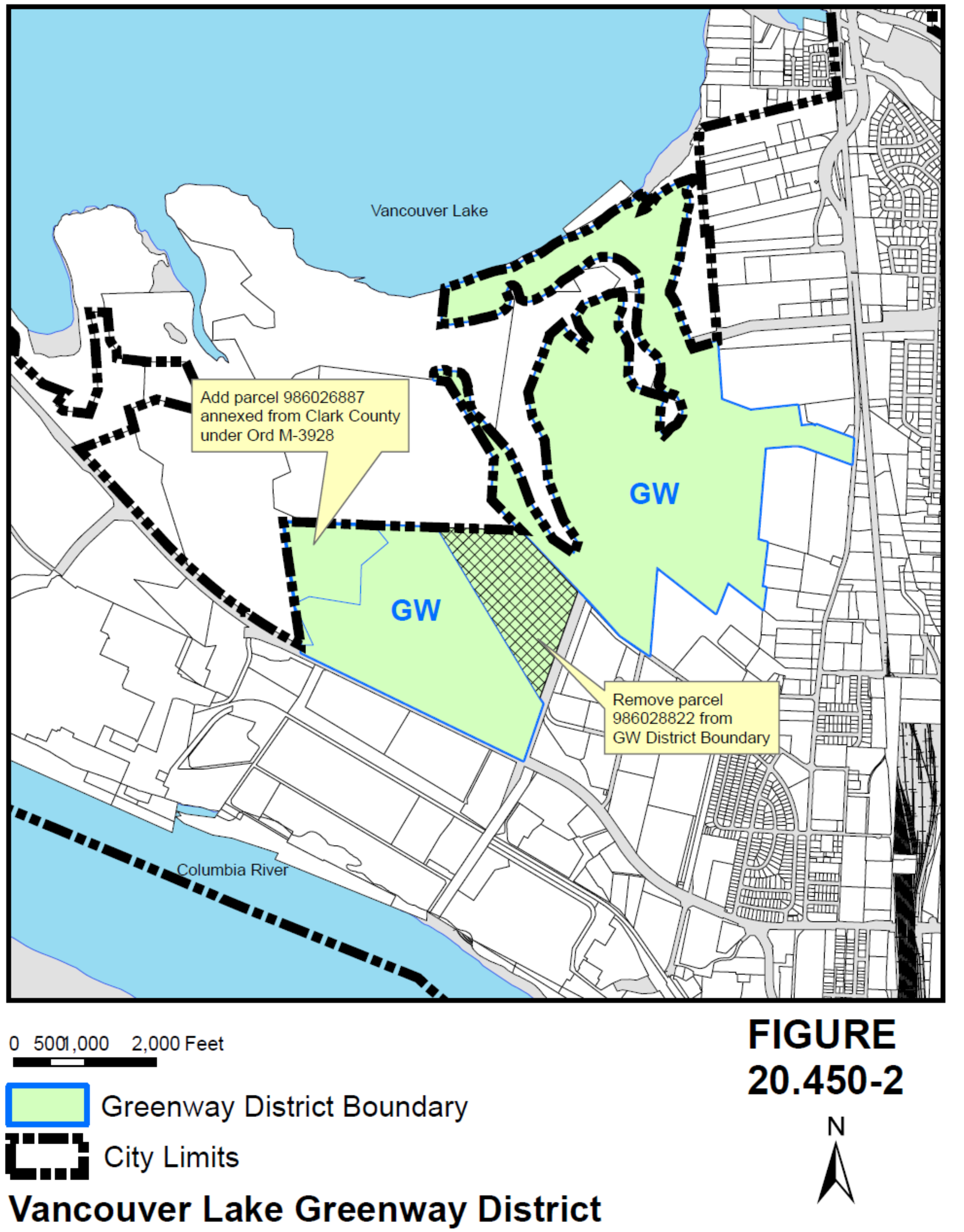

FIGURE 20.450-2

2

City staff is proposing a zoning map correction to Figure 20.450-2 of the Vancouver zoning code, which shows the boundaries of the Vancouver Lake Greenway District. The property to be removed, also highlighted on the zoning map and aerial photograph above, was changed from Open Space/GW to its current Industrial/ IL Comprehensive Plan and zoning designations in 2007, but with no corresponding change made to the Vancouver Lake Greenway District map embedded in the zoning code. The site is undeveloped and owned by the Port of Vancouver. It is the only property in the area that is within the Vancouver Lake Greenway District boundary but zoned IL.

Any future development on the removal site would be subject to review under SEPA and VMC 20.740 Critical Areas Protection standards, but removal from the Vancouver Lake Greenway District (see VMC 20.450) would allow the site or portions of the site to apply for development with appropriate buffering or other mitigation as required by applicable standards. Clark County GIS data indicates that at least part of the site is within the Floodway Fringe, has potential wetlands, has a Shoreline Master Program designation of High Intensity Urban Conservancy, and potential Fish and Wildlife Habitat Conservation Areas.

A proposed addition to the Vancouver Lake Greenway map is also proposed west of the removal site. A 39-acre property also owned by the Port and undeveloped that was annexed to City in

2009 is proposed to be added. No changes were made to Figure 20.450-2 at the time parcel 986026887 was annexed as part of ordinance M-3928. It will retain its current OS and GW Comprehensive Plan designation and zoning designations.

B. Zoning Text Changes

Proposed changes to zoning standards in Title 20 of the Vancouver Municipal Code are summarized below, with text language listed in full in Exhibit A of this report. All were reviewed at the July 27, 2021 workshop, although item 3, the County to City map designation conversion table changes, was discussed briefly at the meeting but was not identified in the staff memorandum.

Code Section	**Change**
1. Fees (20.180.050)	Change Consumer Price Index reference to Seattle/Tacoma/Bellevue because Portland Metro CPI no longer tracked by the federal government
2. Application vesting (20.210.110)	Change “permit application” to “land use application” reflecting current code terminology
3. County to City map designation conversion table for annexation (20.230.030-1)	Update to reflect latest County Comprehensive Plan and zoning designation titles
4. Final Plat Application (20.320.050)	Change references to surveyors to be consistent with state law
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8. Fences and walls, permits required (20.912.030)	Correct inaccurate cross reference
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10. Infill relationship to other standards (20.920.030	Correct inaccurate cross reference

III REVIEW CRITERIA AND FINDINGS:

Applicable Zoning Code Standards:

Section 20.285.060 Approval Criteria – Standalone Zoning Map Amendments.

A. Zoning map amendments not involving associated comprehensive plan map amendments shall demonstrate the following:

1. How the proposal is more consistent with applicable policies of the Vancouver Strategic Plan and Comprehensive Plan than the existing designation; and

2. That a change in circumstances has occurred since the existing designation was established.

Section 20.285.070 Comprehensive Plan or Zoning Code Text Amendments

A. Text amendments to the Comprehensive Plan or VMC Title 20 zoning standards shall demonstrate the following:

1. The proposal is consistent with the applicable provisions of the Vancouver Strategic Plan and Comprehensive Plan; and

2. The proposed change is necessary to further the public interest based on present needs and conditions.

Applicable Comprehensive Plan and Strategic Plan Policies:

CD-5 Mixed use development
Facilitate development that combines multiple uses in single buildings or integrated uses.

CD-6 Neighborhood livability
Maintain and facilitate development of stable, multi-use neighborhoods that contain a compatible mix of housing, jobs, stores, and open and public spaces in a well-planned, safe pedestrian environment.

CD-9 Compatible uses
Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

EC-4 Industrial and business park sanctuaries
Provide an adequate supply of industrial and/ or business park areas with opportunities for family-wage employment and revenue generation

EN-1 Environmental protection
Protect, sustain, and provide for healthy and diverse ecosystems.

PFS-1 Service Availability
Consider water, sewer, police, transportation, fire, schools, stormwater management, and parks as necessary facilities and services. Ensure that facilities are sufficient to support planned development.

A-1 Coordination with Clark County
Work with Clark County to Implement the 2007 Interlocal Agreement and Annexation Blueprint, to facilitate future annexation of lands within the unincorporated VUGA, to facilitate infrastructure

maintenance prior to annexation, and to advance Vancouver as a provider of urban services and Clark County as a provider of regional services

IM-4 Internal Policy Consistency
Update development regulations as necessary to implement the direction of the Comprehensive Plan

Existing Vancouver Municipal Code *Title 20* , *Comprehensive Plan*, *and* *Strategic Plan*

Staff Findings: The proposed zoning text changes are consistent with the Vancouver Comprehensive Plan and other applicable laws, and the public interest. The zoning map designation corrections fixes an existing error by allowing for industrial development on a property intended for industrial use by a prior City decision, consistent with Plan Policies EC-4 and IM-4, subject to environmental regulations at the time of development, consistent with Policy EN-1. The development opportunities for the rezone property, and the acknowledging of the error in designation represent a change in circumstances since the original designation was applied.

The zoning code text changes also correct errors, ensure internal consistency, and update terms consistent with Plan Policy IM-4. The zoning text change updating the County-to-City zoning table also facilitates annexation in a coordinated manor with Clark County, consistent with Plan Policy A-1.

IV RECOMMENDED ACTION:

Staff recommends the Planning Commission recommend that the City Council adopt proposed zoning map designation and text changes as noted herein.

Exhibit A Full zoning text changes

1. **VMC 20.180.050 Revisions.**

Development review fees. Effective January 1, 2010, and January 1st of each year thereafter, development review fees shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the ~~Portland-Salem, Oregon-Washington~~ Seattle-Tacoma-Bellevue Metropolitan Area for Wage Earners and Clerical Workers (CPI-W) for the preceding year ending on June 30 prepared by the Department of Labor, Bureau of Labor Statistics or a replacement index applicable to the City of Vancouver. Each such newly adjusted fee shall be rounded to the nearest whole dollar with fifty ($.50) cents or more being rounded to the next higher dollar and forty-nine ($.49) cents or less to the lower dollar. Fees based on valuation, per head or device, per lineal foot or square foot and per section shall be excluded from rounding to the nearest whole dollar. (Ord. M-4097 § 1, 11/03/2014; Ord. M-3895 § 2, 11/17/2008; Ord. M-3643, 01/26/2004)

Changes to reflect that the Portland Metro CPI is no longer tracked by the federal government

2. 20.210.110 Vesting of Applications.

A. Vested application. Type I, II, or III applications shall be considered under this chapter and the zoning, development and other land use control ordinances contained in the VMC, and any uncodified ordinances modifying the same, in effect on the date a fully complete application is filed with the city. For the purposes of this section, a vested application shall mean that the applicant is entitled to implement the development proposal described in the application, under the zoning, development and land use ordinances applied by the city in its review of the application without being subject to changes in development regulations subsequent to the submittal date except to the extent allowed by the city's police power to protect the public health, safety, and welfare.

Once an application is approved and if the approval contains a detailed description of the uses, including a detailed site plan drawn to scale, specifying the location of all buildings and improvements to be constructed in conjunction with the use(s), and such site plan is consistent with all laws and regulations in effect at the time the original application vested, then all ~~permit~~ land use applications in connection with the approved use(s) and/or site plan are vested to the laws and regulations in effect at the time of the vesting of the original permit application, until the land use approval expires.

Clean up change to reflect terminology used in applications

3. VMC 20.230.030-1 County-to-City Plan and Zone conversions for annexation

Table 20.230.030-1. Conversion of County Plan and Zone Designations to City Plan and Zone Designations

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Urban Low Density Residential	R1-20	R-2 or R-6[1]	Urban Lower Density
	R1-10	R-4 or R-6[1]	
	R1-7.5	R-6	
	R1-6	R-9	
	R1-5	R-9	
Urban Medium Density Residential	R-12	R-9 or R-18 [1]	Lower Density Residential or Higher Density Residential
	R-18	R-18	Urban Higher Density
	R-22	R-22	
Urban High Density Residential	R-30	R-30	
	R-43	R-35	
Urban Medium Density Residential	OR-15	R-18 or OCI [1]	Higher Density Residential or Industrial
	OR-18	R-18 or OCI [1]	
	OR-22	R-22 or OCI [1]	
Urban High Density Residential	OR-30	R-30 or OCI [1]	
	OR-43	R-35 or OCI [1]	
~~Neighborhood Commercial~~ Commercial (C)	~~C2~~ NC	CN or CC [1]	Commercial and Mixed Use
~~Community Commercial or General Commercial~~ Commercial (C)	~~C3~~ CC	CC	
	~~CL~~	CC or CG[1]	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
	CC		
General Commercial Commercial (C)	~~CH~~ GC	CG	
Mixed Use	MX	MX	
~~Employment Center~~ Industrial (I)	OC	OCI	Industrial; Low Density; Residential, High Density Residential, Commercial Mixed Use, and Industrial designations are consistent with RGX zone
~~Employment Center~~ Industrial (I)	BP	OCI or IL[1]	
~~Employment Center or~~ ~~Light Industrial~~ Industrial (I)	~~ML~~ IL	IL ~~or RGX~~	
Heavy Industrial	~~MH~~ IH	IH	
Airport~~, Light Industrial, Heavy Industrial, or Public Facility~~	A	A, IL, IH, ~~Or OCI~~[1]	
All Categories – Except Mixed Use	U(niversity)	Any R zone, CC or CG (by CUP only) [1]	Public Facility
Parks/ Open Space P/OS	Parks/WL	~~OS/~~Park (P)	Open Space (applicable zone based on Development Code definitions and characteristics of property
		~~OS/~~Green-Way (GW)	
		~~OS/~~Natural Area (NA)	
Surface Mining Overlay	S	SM	Surface Mining Overlay
Airport Environs Overlay	AE-1, AE-2	Pick from existing designations & zones based on footnote 1 below	

Clark County Comprehensive Plan Designation	Clark County Zone	City of Vancouver Zone Designation	City of Vancouver Comprehensive Plan Designation
Historic Preservation Overlay	Site Specific		
~~Interchange Area Overlay District~~	~~Plan Based~~		

1Final determination to be based on a comprehensive land use plan meeting the requirements of VMC 20.230.030.C, or written findings that address existing uses, abutting uses, zone purpose, zone location criteria, allowed uses, and identify a zone designation that would allow desired existing uses, approved uses, or in-process development plans to continue as conforming uses.

4. VMC 20.320.050 Final Plat Application.

A. *Final plat application and fees.* A complete application, including all supplemental documentation and correct number of copies, shall be filed with the planning official along with all associated fees per Chapter 20.180 VMC.

B. *Proposed final plat.* The proposed final plat shall be prepared by a surveyor in accordance with the provisions of the Survey Recording Act (Chapter 18.90 RCW) as it now exists or hereafter amended. The plat shall consist of one or more pages of a size acceptable to the recording authority, and drawn to a minimum scale of one inch equals 50 feet. The drawing shall contain the following:

1. Date, north arrow and scale;
2. Name of subdivision and applicable project numbers;
3. Letter height must not be less than 0.08 inches;
4. Heavy dashed line around the exterior boundary;
5. All section, township, municipal and county lines lying within or adjacent to the subdivision;
6. Legend;
7. The location of all monuments or other evidence used as ties to establish the subdivision's boundaries, and all permanent monuments with linear dimension, including dimensions to every curb screw;
8. The boundary of the subdivision with complete bearings and linear distances;
9. The length and bearings of all straight lines and the radii, arcs and semi-tangents of all curves;

10. The length of all lot lines, together with bearings and other data necessary for the location of any lot line in the field;

11. Identification of areas to be dedicated or reserved clearly indicated with location, size and purpose. These may include rights-of-way width, public easements, private easements, specific utility easement and type, open space tracts, wetland, etc.;

12. Numbers assigned to all lots, indication of the acreage and/or square footage of each lot, and letters assigned to all blocks within the subdivision;

13. Surveyor's Certification on the face of the plat by a registered land surveyor:

~~I, ________, registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by or under my supervision, during the period of ________ through ________; that the distances, courses and angles are shown thereon correctly, and that monuments other than those monuments approved for setting at a later date have been set and lot corners staked on the ground as depicted on the plat.~~

I, (Name of licensed surveyor), registered as a land surveyor by the state of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision. That the distances, courses, and angles are shown hereon correctly, and that the monuments, other than the monuments approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

(Signature of licensed surveyor) ________________ (date signed) ___
Name of signee as licensed, Professional Land Surveyor No. ______ Sealed

14. Signature blocks for the following:

a. Director of public works;

b. Director of community and economic development;

c. Clark County public health signature or a letter from public health is provided confirming completion of the public health's development review process;

d. County assessor;

e. Auditor's certification;

~~f. Surveyor's certification, with license number, signature, date and seal.~~

Reference surveyor to be consistent with state law and other jurisdictions

5. VMC 20.320.070 Technical Standards. *{for subdivisions}*

A. *Subdivision Layout and Required Improvements.*

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title 11 and approved transportation standards details on file with the public works department.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

c. Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.

d. Easements

1. *Utility lines.* Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

2. *Watercourses.* If a subdivision is traversed by a watercourse, such as a drainageway, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

3. *Pedestrian/bicycle ways in and through residential subdivisions.* In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

e. *Flag lots.* Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

f. *Lot side lines.* Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

g. *Lot frontage.* With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

h. *Parks and playgrounds.* The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

i. *Narrow Lot Land Divisions.* Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC 20.927.040.

j. *Existing trees.* All subdivision developments shall comply with the tree and vegetation management provisions contained in Chapter 20.770 VMC, Tree, Vegetation and Soil Conservation.

2. *Procedure for installation.* In addition to other requirements, improvements installed by the developer of the short subdivision or subdivision, either as a requirement of these regulations or at his own option, shall conform to the requirements of this title and improvement standards, specifications, inspections and procedures as set forth by the city and administered by the department of public works and community and economic development department, and shall be installed in accordance with the following procedures:

a. Public work shall not commence until civil engineering plans, prepared in accordance with the requirements of the city, have been approved by the city: all required permits have been obtained and a pre-construction conference has been conducted. Public work shall not be commenced until the city has been notified in advance.

b. If work has been discontinued for any reason, it shall not be resumed until the city has been notified.

c. Public improvements shall be constructed under the inspection and to the satisfaction of the director of public works or their designee. The city may require changes in typical sections and details in the public interest if unusual conditions arise during construction to warrant the change.

d. All underground utilities, sanitary sewers and storm drains installed in the streets by the developer of the short subdivision or subdivision shall be constructed prior to the surfacing of streets. Stubs for service connections and underground utilities and sanitary sewers shall be placed to a length precluding the necessity for disturbing the street improvements when surface connections are made.

e. A plan showing all improvements "as built" shall be filed with the development review services upon the completion of the improvements.

f. *Public improvements required.* Improvements to be installed at the expense of the owner of the short subdivision or subdivision are as follows:

i. All full-width streets, sidewalks, curbs and gutters, including alleys, within or adjacent to the subdivision or short subdivision; streets adjacent but only partially within the short subdivision or subdivision; and the extension of short subdivision or subdivision streets to the intercepting paving line of existing streets with which short subdivision or subdivision streets intersect shall be graded for the full right-of-way width and improved to the city's improvement standards and specifications.

ii. *Half-width roads.* In situations where the property being developed does not permit full-width public streets, half roads having a minimum right-of-way or easement and roadway improvement width of one-half of the design width may be permitted when placed adjacent to adjoining property so long as there is no physical obstruction or development constraint prohibiting the completion of the street on such adjoining property; provided, that public street half-width shall be a minimum of 20 feet wide. Public half-width streets serving six or more parcels shall be required to dedicate additional right-of-way as necessary to provide for a minimum of one foot of right-of-way beyond the edge of the sidewalk. Further, additional right-of-way or easement may be required between the edge of the roadway and the property line for construction clearance, slopes or other features. Half-width public streets shall serve a maximum of 200 ADT. If the number of trips generated is greater than 200 ADT, the street shall be widened to full-width standards. Parking shall be prohibited along any half-width street and necessary signs and pavement markings shall be the responsibility of the developer.

iii. *Bench marks.* When required, elevation bench marks shall be established within the subdivision with elevations to U.S. Geological Survey datum.

iv. Surface drainage systems shall be provided within the subdivision or short subdivision. The design of the drainage system within the short subdivision or subdivision shall be in accordance with the standards set forth by Chapter 14.25 VMC, as administered by the department of public works.

v. *Erosion control and stormwater quality.* Facilities shall be provided within the short subdivision or subdivision to enhance stormwater runoff and protect existing and future drainage facilities. The design of the erosion control and stormwater quality system shall be in accordance with the standards set forth by the city, pursuant to Chapters 14.24 and 14.25 VMC, as administered by the department of public works.

vi. *Sanitary sewers.* Sanitary sewers shall be installed to serve the short subdivision or subdivision and to connect the short subdivision or subdivision to existing mains. ~~In the event that it is impractical to connect the short subdivision or subdivision to the city trunk sewer system, the review authority may authorize the use of septic tanks if the lot area is adequate, taking into consideration the physical characteristics of the area determined by the county health department.~~

Eliminate reference to septic systems, which is not allowed for land divisions}

6. VMC 20.410.040 Minimum and Maximum Densities. *{in single family zones}*

A. *Purpose.* The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district is set at just above the maximum density of the next less intense zone.

B. *Maximum and minimum densities.* The maximum and minimum densities for the Low-Density Residential Districts are contained in Table 20.410.040-1.

Table 20.410.040-1
Minimum and Maximum Densities and Lot Sizes[1]

Zone	Minimum Lot Size	Maximum Net Density	Maximum Average Size	Minimum Net Density
R-2	20,000 sf	2.2	30,000 sf	1.8
R-4	10,000 sf	4.4	19,000 sf	2.3
R-6	7,500 sf	5.8	10,500 sf	4.5
R-9	5,000 sf	8.7	7,400 sf	5.9

1 The minimum and maximum density factors shall only be used for calculating densities of planned unit developments governed by VMC 20.260, ~~infill development~~, density transfer, and situations where an existing house is allowed on a larger than maximum lot size per VMC 20.410.040.C.2.c (Exceptions). Minimum and maximum densities shall be calculated based on the gross area of the site minus any public rights-of-way, street tracts, private road easements, lots for dwellings existing on December 11, 2004, or designated critical areas."

C. *Exceptions.* The following exceptions are permitted to the lot size and density provisions for the R-2- R-9 zoning districts contained in Table 20.410.040-1 above:

1. Minimum lot size/maximum density:

   a. Lots developed or approved before March 11, 2004, are exempt from the requirements for minimum density. However, if a site is completely redeveloped, the new development must comply with the minimum density requirements contained in Table 20.410.010-1 above.

   b. Non-residential uses are exempt from minimum lot sizes.

c. Within a development of two or more lots, the minimum lot size may be averaged as long as no lot is smaller than 80% of the minimum required lot size.

d. Legal lots of record (lots legally created) that do not meet the minimum lot size requirement may be developed with a single dwelling unit.

e. When the maximum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

2. Maximum lot size/minimum density:

a. Non-residential uses are exempt from maximum lot sizes.

b. On large parcels containing an existing dwelling on March 11, 2004, a lot no greater than one acre may be created around the existing dwelling with the remainder platted to create the number of dwelling units required within the range of minimum and maximum density established for the zoning district in which the parcel is located.

c. When the minimum density contains a fraction of a unit, the applicant must round to the nearest whole unit. For calculations of X.1 – X.4, this means rounding down; for calculations of X.5 – X.9, this means rounding up to the next whole unit.

d. On sites that contain sensitive environmental conditions, all or a portion of the sensitive resources areas may be deducted from the gross lot area before the minimum and maximum densities are calculated unless the applicant chooses to transfer density per the requirements of Chapter 20.940 VMC, On-Site Density Transfers.

3. *Planned Developments.* See VMC Chapter 20.260.060 (Development Standards – Item 4) for additional exceptions to lot size requirements. (Ord. M-3931 § 10, 2009; Ord. M-3701 § 13, 2005; Ord. M-3643, 2004)

Eliminate footnote reference to infill, which has its own standards

7. VMC 20.440.030 Uses. *{In Industrial Zones}*

A. *Types of uses.* For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.

2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.

3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters 20.245 and 20.210 VMC, governing conditional uses and decision-making procedures, respectively.

4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.

5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (VMC Title 14).

B. *Use table.* A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1. Industrial Zoning Districts Use Table

USE	OCI[20]	IL[1]	IH	ECX[27]
RESIDENTIAL				
Household Living	L[2]	L[2]	L[2]	L[28]
Group Living	P[21]/X	X	X	P[21]/X
Home Occupation	L[3]	L[3]	L[3]	L[3]
HOUSING TYPES				
Single Dwelling, Attached	L[2]	X	X	L[28]
Single Dwelling, Detached	X	X	X	X
Accessory Dwelling Units	X	X	X	X
Duplexes	L[2]	X	X	L[28]
Multi-Dwelling Units	L[2]	X~~L[2]~~	X	L[28]
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	C
Community Centers	P	X	P	P
Community Recreation	L[24]	P	X	L[24]
Cultural Institutions	X	P	X	P
Day Care				
- Child Care Center	L[4]	L[4]	X	L[4]

USE	OCI[20]	IL[1]	IH	ECX[27]
- Adult Day Care	P	P	X	P
Emergency Services (except ambulance services)	P	P	P	P
Medical Centers	C	X	X	P
Parks/Open Space				
- Neighborhood Parks	P	P	P	P
- Community Parks	P	P	P	P
- Regional Parks	C	C	C	C
- Trails	P	P	P	P
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/X[26]	P	P	P/X[26]
Park & Ride Facilities				
Surface	X	L[31]	L[31]	X
Structure	L[31]	L[31]	L[31]	L[31]
COMMERCIAL				
Commercial and Transient Lodging	X	X	X	P
Eating/Drinking Establishments	L	L[5]	L[5]	L[6]
Entertainment-Oriented				
- Adult Entertainment	X	L[7]	L[7]	X
- Indoor Entertainment	X	X	X	X
- Major Event Entertainment	X	X	X	X

USE	OCI[20]	IL[1]	IH	ECX[27]
Artisan Small Scale Manufacturing	X	X	X	P
General Retail				
- Sales-Oriented	L	L[6]	L/C[6]	L[6]
- Personal Services	L	L[6]	X	L[6]
- Repair-Oriented	L	L[6]	X	L[6]
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	L[8]	L[8]	X
- Vehicle Fuel Sales	X	X	L[8]	L[8, 29]
- EV Basic Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Rapid Charging Stations (accessory and stand-alone)	P	P	P	P
- EV Battery Exchange Stations	P	P	X	P
Office				
- General	P	P	L/C[9]	P
- Medical	P	P	X	P
- Extended	P	P	X	P
Marina (See also VMC 20.760)	X	C	X	X
Non-Accessory Parking	C[10]	L[10]/X	X	L[30]
Self-Service Storage	P[35]	P[35]	X	X
INDUSTRIAL				

USE	OCI[20]	IL[1]	IH	ECX[27]
Industrial Services	P	P	P	P
Manufacturing and Production	P	P[11]	P[11]	P
Railroad Yards	X	X	P	X
Bulk Crude Oil storage and handling facilities	X[34]	X[34]	X[34]	X[34]
Petroleum/Oil Refineries	X	X	X	X
Research and Development	P	P	C	P
Warehouse/Freight Movement	X	L[12]	P	X
Waste-Related	X	X	P[22]/X	X
Wholesale Sales	P	L[12]	X	X
Major Utility Facilities	X	X/P[32]	L[33]	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L[19]	P	X
Animal Kennel/Shelters	X	L[17]	L[17]	X
Cemeteries	X	X	C	X
Detention & Post Detention Facilities	X	C/X[13]	C[14]	X
Dog Day Care	L[15]	L[15]	L[15]	L[15]
Heliports	C	C	C	C
Medical Marijuana Cooperatives	X	X	X	X
Recreational Marijuana Retail	X	X	X	X
Recreational Marijuana Growing or Processing	X	L[34]	L[34]	X

USE	OCI[20]	IL[1]	IH	ECX[27]
Mining	C[18]	C[18]	C[18]	C[18]
Rail Lines/Utility Corridors	P/X[23]	P	P	P/X[23]
Wireless Communication Facilities	L[16]	L[16]	L[16]	L[16]

1 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

2 In the OCI zone, multi-family housing allowed above ground floor only as specified by VMC 20.430.060(B)(2). In all industrial zones, one caretaker residence permitted per use.

Eliminate implied allowance for mixed use buildings in IL and OCI zone, which are not allowed by MX standards of VMC 20.430.060.

8. VMC 20.912.030 Permits required. *{for fences and walls}*

A. *Land Use Permits.* ~~A land use permit~~ Type I site plan approval is required for any sound wall. No land use permit is required for other wall or fence; however the standards of 20.912 shall apply, unless exempted by 20.912.040.

Use appropriate terminology

9. VMC 20.912.070 Fences and Walls in Planned Developments.

A. The City's Planning Official or the City's Hearing~~s~~ Examiner has the authority to approve walls and fences on the perimeters of developments that are incorporated as a design element that is part of a Planned Development or subdivision design~~,~~. ~~or is useful in limiting sound impacts from sources identified in Chapter 20.912.080(B) Exceptions for sound walls~~. The Planning Official and Hearing~~s~~ Examiner can exceed the standards of this chapter, except those standards for vision clearance. In all cases the Planning Official and Hearing Examiner shall require the recording of appropriate provisions (covenants or similar methods) for maintenance to be assumed by the property owners or association of owners. (Ord. M-3643, 01/26/2004)

Clarify application of sound walls

10. VMC 20.920.030 Relationship to Other Development Standards. {infill}

A. All of the provisions of the City code that would apply to a noninfill project shall apply to infill projects except as specifically modified by this Chapter. If there is a conflict between the standards of this Chapter and the provisions of any applicable overlay districts or plan districts, the overlay district or plan district standards shall supersede the standards of this Chapter.

B. Development applications which meet the eligibility criteria for infill development, as outlined in this Chapter, must comply with additional transportation standards as provided for in VMC Chapter *11.~~96~~ 11.80.060 Infill Development Transportation Standards. (Ord. M-3643, 01/26/2004)*

Correct cross reference

Item #13.

Staff Report 178-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

Key Points

- On June 8, 2020, the City Council adopted Ordinance M-4295 establishing an emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Adoption of the moratorium preserves the ability to develop the Strategic Plan, Vancouver City Center Vision (VCCV), Title 20 updates, Climate Action Plan, and other plans with the widest range of choices and alternatives for future development until the strategy and corresponding code updates are completed.
- On July 20, 2020, the City Council held a public hearing on Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295 declaring an emergency and adopting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. At the conclusion of the public hearing City Council voted to adopt Resolution M-4082.
- On December 7, 2020, the City Council held a public hearing on Ordinance No. M-4323 extending the moratorium by six months prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Following the public hearing, City Council approved the ordinance.
- On May 17, 2021, the City Council held a public hearing on Ordinance No. M-4335 extending the moratorium by six months prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Following the public hearing, City Council voted to approve the ordinance.
- City staff engaged key stakeholders and then presented proposed code amendments to the City Council during the workshop held on August 2, 2021, after which City staff issued a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, which commenced a required public comment period.
- The City’s SEPA DNS was appealed by the Western States Petroleum Association, which identified a number of concerns with the City’s analysis; upon consideration of the appeal and related comments, staff agrees that more analysis is needed and has withdrawn the SEPA DNS to allow for additional work, which may necessitate assistance from outside experts.

- An additional six month extension of the moratorium should allow City staff enough time to engage with consultants and other experts in the field to thoroughly analyze the issues and develop more appropriate strategies to mitigate risks associated with the establishment of new or expansion of existing, large-scale fossil fuel facilities.
- This ordinance would extend the emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities for an additional period of six months and directs staff to continue work on recommendations addressing the circumstances necessitating the moratorium.

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.

Present Situation

The current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until December 8, 2020. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until June 8, 2021.

Advantage(s)

1. Allows the City time to consider the widest range of choice and alternatives for future development when developing strategy and plans and implementing corresponding code updates.
2. Allows time for associated public process, stakeholder outreach, and required environmental review.
3. Avoids jeopardizing any possible land use option that may be precluded by unrestricted development until work on the Strategic Plan, VCCV, Title 20 updates, and Climate Action Plan are further underway.

Disadvantage(s)

Prohibits the acceptance, processing, and granting of applications for permits for previously allowed new or expanded fossil fuel facilities.

Budget Impact

Minimal budget impact. No permit applications for new, or the expansion of existing, facilities means no permit fee revenue but also no permit review costs. Because permit review fees are capped, permit fees may not fully cover the cost of reviewing a large and complicated project like a fossil fuel facility, meaning the moratorium may have a slight budget benefit to the City.

Prior Council Review

- June 8, 2020, adoption of Ordinance M-4295 adopting temporary moratorium.

- July 20, 2020, adoption of Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295.
- December 7, 2020, public hearing and approval of Ordinance M-4323 extending temporary moratorium for additional six months.
- May 17, 2021, public hearing and approval of Ordinance M-4335 extending temporary moratorium for additional six months.
- November 1, 2021 - Council workshop

Action Requested

On Monday, December 6, 2021, subject to second reading and public hearing, approve ordinance.

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

ATTACHMENTS:

- Ordinance

11/22/2021
12/06/2021

ORDINANCE NO._______

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

WHEREAS, the City of Vancouver is a Charter City of the First Class and has the authority to adopt and renew temporary moratoria pursuant to the City's constitutional police powers, home rule authority, RCW 36.70A.390, and RCW 35.63.200; and

WHEREAS, on June 8, 2020, the Vancouver City Council adopted Ordinance No. M-4295, enacting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council held a public hearing on July 20, 2020, and thereafter adopted findings of fact supporting the enactment of the moratorium; and

WHEREAS, on December 7, 2020, the City Council held another public hearing, at the conclusion of which it made additional findings of fact and adopted Ordinance No. M-4323, extending the moratorium for another six months, until June 8, 2021; and

WHEREAS, on May 17, 2021, the City Council held an additional public hearing, at the conclusion of which it made further findings of fact and adopted Ordinance No. M-4335, extending the moratorium again for another six-month period, until December 8, 2021; and

WHEREAS, the City of Vancouver and the greater Pacific Northwest are vulnerable to powerful subduction zone earthquakes that occur with periodic frequency along the Juan de Fuqua and North American plates; and

WHEREAS, geologic research has shown that subduction zone earthquakes have occurred along the Pacific Northwest with relative regularity over the last 10,000 years, and if averages from past events are predictive, the region could be overdue for another powerful subduction zone earthquake; and

WHEREAS, facilities that store or process hazardous materials have been recognized to present an increased risk of spills or leaks, and a greater concentration of such facilities renders the City's water supply at an increased susceptibility to contamination, particularly in the event of a powerful earthquake; and

WHEREAS, the City Council recognizes that the storage, transfer, processing, and handling of other fossil fuels within the City pose risks to safety, health, and livability, including mobility of people, other freight, and other commercial vehicles which are potentially catastrophic in magnitude; and

WHEREAS, this City Council finds that it is appropriate to conduct review and analysis of the City's current vulnerabilities to determine if the purposes of Title 20 and Chapter 14.26 VMC may continue to be fulfilled while accommodating the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council finds that in order to preserve the City's ability to develop legislative amendments to address these issues with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict the establishment of new, or expansion of existing, large-scale fossil fuel facilities until the strategy and corresponding code updates are completed; and

WHEREAS, City staff presented proposed code amendments to the City Council during the workshop held on August 2, 2021, after which City staff then issued a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, which commenced a required public comment period; and

WHEREAS, the City received an appeal of its SEPA Determination from the Western States Petroleum Association, which identified a number of concerns with the City's analysis; and upon consideration of the appeal and related comments, staff agrees that more analysis is needed, and has withdrawn the SEPA DNS to allow for additional work, which may necessitate assistance from outside experts; and

WHEREAS, extending the moratorium for another six months will allow City staff enough time to engage with consultants and other experts in the field to thoroughly analyze these issues and develop more appropriate strategies to mitigate risks associated with the establishment of new, or expansion of existing, large-scale fossil fuel facilities in the future, through amendments to existing zoning ordinances; and

WHEREAS, the extension of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional six months, promotes the public health, safety, and general welfare of the people of Vancouver, and will encourage the most desirable and productive use of land and community resources; and

WHEREAS, it is necessary that this ordinance go into effect immediately in order to keep the existing moratorium in place, maintain continuity of the status quo, and avoid a rush of applications for new or expanded development of large-scale fossil fuel facilities.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. *Findings of fact.* The recitals to this ordinance, along with the recitals to Ordinance Nos. M-4295, M-4323, and M-4335, are hereby incorporated by this reference and adopted as the City Council's findings of fact justifying renewal of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months, in accordance with RCW 36.70A.390 and RCW 35.63.200. The City Council held the requisite public hearing on December 6, 2021, prior to final adoption of this ordinance and further renewal of the existing moratorium.

Section 2. *Definitions.* For the purposes of this ordinance:

A. "Fossil fuels" means petroleum and petroleum products, coal, and natural gasses, including without limitation methane, propane and butane, derived from prehistoric organic matter and used to generate energy. Fossil fuels do not include by-products such as asphalt, plastics, fertilizers, paints, or denatured ethanol.

B.1. "Large-scale fossil fuel facilities" means:

a. Facilities engaged in the wholesale distribution, extraction, refinement or processing of fossil fuels;

b. Terminals engaged in the bulk movement of fossil fuels (excluding railyards, fuel storage for airports, and fuel storage for marine servicing facilities);

c. Bulk coal storage: any structure, group of structures, equipment, or device that stores or transfers coal for use in the production of electricity or power.

d. Coal power plant: a thermal power station which burns coal to generate electricity or other usable power.

e. Natural gas processing: any facility which (i) separates natural gas components to recover usable natural gas liquids (*i.e.*, liquefied petroleum or natural gas), or (ii) produces natural gas suitable for transport (*i.e.*, pipeline quality dry natural gas), or (iii) processes natural gas to create methanol or other chemical products.

f. Natural gas storage and handling: any structure, group of structures, equipment, or devices that stores or transfers natural gas for use in the production of electricity or power, or for further processing (excluding facilities that create energy from landfill gas).

g. Bulk storage of one type of fossil fuel, or a combination of multiple types of fossil fuels, in excess of two million gallons.

2. "Large-scale fossil fuel facilities" do not include facilities that solely provide direct sales or distribution to consumers (*e.g.*, gas stations are not large-scale fossil fuel facilities).

Section 3. *Six-month renewal of moratorium.* As authorized by the City's constitutional police powers, home rule authority, RCW 36.70A.390 and RCW 35.63.200, the City Council hereby renews the temporary moratorium on the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months.

Section 4. *Exemptions.* The moratorium, which was enacted by Ordinance No. M-4295, first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, and which is hereby renewed for an additional six months pursuant to Section 3 of this ordinance, shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 5. *Duration.* The moratorium enacted by Ordinance No. M-4295, first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, shall not expire on December 8, 2021, as stated in Ordinance No. M-4335, but instead shall remain in effect for an additional six months therefrom, until June 8, 2022, unless earlier terminated by the City Council.

Section 6. *Vested rights.* The moratorium renewed and extended by this ordinance does not apply to properties with vested rights existing on the date of the initial adoption of this moratorium. "Vested Rights" shall be defined in accordance with VMC 20.210.110.

Section 7. *Severability.* If any provision of this ordinance or its application to any person or circumstance is held invalid, or should any portion of this ordinance be preempted by state or federal law or regulation, the remainder of the ordinance or the application of the provision to other persons or circumstances shall survive and be unaffected.

Section 8. *Effective date.* The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage at second reading, following public hearing. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of _________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. __________

AN ORDINANCE further extending for an additional period of six months the moratorium originally enacted by Ordinance No. M-4295, which was first extended by Ordinance No. M-4323, and subsequently extended a second time by Ordinance No. M-4335, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to work to consider the issues noted by the various stakeholders and to ensure that the proposed amendments to the City Code adequately address the legal concerns raised by current industry operators; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Item #14.

Staff Report 188-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Resolution requesting a special election be held on February 8, 2022, to request voter approval of a regular levy lid lift property tax increase to fund fire and emergency services, equipment and facilities and setting forth the ballot proposition

Key Points

- Community growth and the associated 32% increase in call volume for fire and EMS services since 2016 has resulted in a decline in fire and EMS response times
- Since 2016, the Vancouver Fire Department has not met the adopted response time standard for priority 1 and 2 EMS calls and full alarm structure fires.
- The increased call volume and associated decline in response times has also combined to limit surge capacity and reliability of these emergency response resources; there is an insufficient effective firefighting force to meet demand and insufficient truck apparatus coverage.
- In addition to the operational gaps, five of the City's current 10 fire stations are functionally obsolete or structurally unable to withstand a moderate seismic event.
- Staff has developed a staffing, equipment, and facility investment plan to address these gaps, to be funded by a levy lid lift dedicated to these purposes.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS service.

Present Situation

Since 2016, the Vancouver Fire Department (VFD) has been unable to achieve the response time level of service in the City's adopted standard of cover, particularly for priority 1 and 2 calls. This performance shortfall is a result of community growth, which has resulted in increased calls for service while staffing has remained static at a level below that before the great recession of 2008. In 2020, the total call volume was 32% higher than 2016, with 8 fewer firefighter line staff than 2008. In recent years, the City has relied on seeking system efficiencies as well as call prioritization to address these growth pressures.

Currently, VFD is not meeting adopted service level standards for response times to priority 1 and 2 EMS calls and response times to full alarm structure fires. In addition, level of service gaps include limited surge capacity and system response resiliency, firefighting effective force and truck apparatus coverage.

To address this, Vancouver Fire has outlined a proposal to the City Council to help address deficiencies in response times by adding one new fully staffed ladder truck, staffing one new and two existing squad vehicles on a 24/7 schedule, and fortifying staffing at the new Fire Station 11. Over the last several years, several workshops were held with City Council outlining the capital needs of the city's fire and emergency capital facilities. City Council voiced its desire to add a request to the voters to address the fire and emergency operating and capital facility needs on a pay-as-you-go basis on the ballot proposition with the goal of improving fire response times.

Specifically, current needs include:

- Adding 5.0 FTE Fire Captains, 11.0 Fire Medics, 24.0 FTE Fire Fighters and 3.0 FTE support staff, to staff one new and two existing squad apparatus and one new truck engine on a 24/7 shift schedule;
- Acquire one new squad apparatus and one new truck apparatus;
- Fund 4.0 Captains and 9 Fire Fighters to staff Fire Station 11 on a permanent basis beginning in 2025;
- Replace Fire Stations 3 and 6;
- Seismically improve, expand, and/or renovate existing Fire Stations 4, 5, 8;
  Fund other necessary administrative costs in other departments to support investments outlined above;
- Fund additional operating, maintenance, vehicle and capital expenses to provide enhanced public safety services as determined by the Council should anticipated investments become unfeasible or City public safety needs significantly change.

The City of Vancouver also provides fire and emergency services to the Fire District 5 residents under an interlocal fire services contract. Fire District 5 has indicated its interest in the City increasing the service level to the incorporated and unincorporated area and indicated its desire to proportionately fund the outlined increases above.

At the November 22, 2021, Council meeting, City Council directed staff to prepare a resolution to put a permanent levy lid lift request before voters during the February 2022 special election to increase the City regular levy by $0.50 per $1,000 of assessed value in addition to the annual increase of 1% authorized by the Washington State law.

The City's preliminary levy rate for 2022 taxes is $2.0585 per $1,000 in assessed value, including a $0.2061 per $1,000 in assessed value affordable housing levy. With the proposed levy rate increase of $0.50 per $1,000 in assessed value, the estimated combined City levy rate will not exceed $2.56 per $1,000 for taxes levied in 2023. The 2023 levy amount, less any expiring levies, will be used as the basis to calculate subsequent levy limits in future years.

If approved by voters, the proposed levy lid lift increase is anticipated to cost an owner of a $440,000 house a total of $220 more per year in City taxes, or approximately $18 more per month.

Advantage(s)

1. If the resolution is approved by Council, the levy measure would be placed on the February 8, 2022 ballot.
2. If approved by a majority of voters, additional property tax revenues will increase the City's resources to provide fire and emergency services and allow the City to relocate/rebuild two fire stations and seismically remodel three additional stations on a pay-as-you go basis.

Disadvantage(s)

The increased property taxes may disproportionately impact some taxpayers. However, the levy, if passed, would include property tax relief for qualifying seniors, veterans and other individuals.

Budget Impact

If the levy proposition is approved by Council and a majority of voters, the budget increase will be incorporated in the 2023-2024 Biennial budget to add staffing, equipment and capital projects supported by this measure.

Prior Council Review

- April 26, 2021, workshop - Report on performance, Standard of Cover
- October 4, 2021 workshop - Review of outlined increases to services necessary to improve the response times
- November 8, 2021 workshop - Review of property tax tools
- November 22, 2021, workshop - Council direction on levy design

Action Requested

Adopt a resolution authorizing a special election to be held on February 8, 2022, to request the voter approval of an increase in the regular property tax of $0.50 in addition to the annual 1% annual increase to fund fire and emergency services and facilities needs and set forth the ballot proposition.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Brennan Blue, Vancouver Fire Chief, 360-487-7201; Taylor Hallvik, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- Ballot Measure Resolution

12/06/21

RESOLUTION NO. M-_____

A RESOLUTION providing for the submission to the qualified electors of the City of Vancouver at the February 8, 2022, Special Election of a proposition authorizing the City to increase its regular property tax levy above the limit established in RCW 84.55 to fund fire and emergency services and facilities; requesting that the Clark County Auditor place the proposition on the February 8, 2022 ballot; and providing for other matters properly related thereto.

WHEREAS, community growth and the associated 32% increase in call volume for fire and emergency medical services (EMS) since 2016 has resulted in a decline in fire and EMS response times; and

WHEREAS, since 2016, the Vancouver Fire Department has not met the adopted response time standard for priority 1 and 2 EMS calls and full alarm structure fires; and

WHEREAS, the increased call volume and associated decline in response times has also combined to limit surge capacity and reliability of these emergency response resources; and

WHEREAS, there is an insufficient effective firefighting force to meet demand and insufficient truck apparatus coverage; and

WHEREAS, in addition to the operational gaps, five of the City's current 10 fire stations are functionally obsolete or structurally unable to withstand a moderate seismic event; and

WHEREAS, during 2021, Vancouver Fire Department staff identified the necessary additional operating resources to be added to increase the response rate of the department and worked with other City departments to estimate the cost of these additional resources; and

WHEREAS, the new Fire Station 11 that is currently under construction will need permanent staff beginning in 2025, including 4 Fire Captains and 9 Fire Fighters; and

WHEREAS, operating demands citywide necessitate an additional 5.0 Fire Captain FTEs, 11.0 Fire Medic FTEs, 24.0 Firefighter FTEs and 3.0 FTE administrative positions, as well as two new vehicles: one squad apparatus and one new ladder truck; and

WHEREAS, two City Fire Stations, 3 and 6, are beyond their useful life and need to be rebuilt, and three additional Fire Stations, 4, 5, and 8, require seismic improvements; and

WHEREAS, during the workshop on October 4, 2021, Vancouver City Council reviewed the operating improvements necessary to increase call response time and asked staff to bring back additional information on available financial tools for the City to fund the additional operating resources and capital improvements; and

WHEREAS, Washington State law limits the annual increase of a city's regular property tax levy to 1% plus an allowance for new construction, unless the voters of a city approve a levy lid lift permitting the collection of regular property taxes in a greater amount; and

WHEREAS, to sustainably fund these potential fire and emergency services investments, the City must either identify new revenues or significantly reprioritize existing general fund programs such as parks maintenance, police or street maintenance, which rank as high priorities with City residents; and

WHEREAS, on November 15, 2021, City Council reviewed different property tax tools for raising additional revenues and requested staff bring back several possible scenarios for the funding of fire and emergency services, operating, equipment and capital improvements based on a pay-as-you-go manner utilizing a single year permanent levy lid lift; and

WHEREAS, the City and Fire District 5 have an interlocal agreement for the City to provide fire services to Fire District 5 residents, and Fire District 5 has communicated its support for the City moving forward with additional resources for Fire operations, and the City anticipates that Fire District 5 will contribute proportionately; and

WHEREAS, the City's preliminary regular property tax levy for taxes to be collected in 2022 is $2.0585 per $1,000 of assessed value, which includes a $0.2061 per $1,000 of assessed value affordable housing levy. The total current levy is approximately $1.2665 per $1,000 of assessed value less than what is statutorily authorized; and

WHEREAS, RCW 84.55.050 provides for the levy of regular property taxes in an amount exceeding the limitation specified in RCW Chapter 84.55 if such increased levy is authorized by a ballot proposition approved by a majority of the voters at an election held with the taxing district (a "levy lid lift"); and

WHEREAS, the City Council deems it necessary to submit to the voters of the City a permanent levy lid lift proposition of whether or not the City shall levy regular property taxes for collection in 2023 in excess of the limit factor provided for in RCW 84.55.050(1); and

WHEREAS, on November 22, 2021, the City Council deliberated on the desired size of the levy increase and selected $0.50/$1,000 of assessed value as the levy rate increase to put before the voters during the special election to be held on February 8, 2022;

NOW, THEREFORE,

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

Section 1. **Findings.** The Council hereby adopts and incorporates by reference the above recitals as findings. The Council further finds that the best interests of the residents of the City require the City to fund fire and emergency services, equipment, and facilities, including but not limited to the following ("Fire and Emergency Services"):

- Add 9.0 FTE Fire Captains, 11.0 Fire Medics, 33.0 FTE Fire Fighters and 3.0 FTE support staff;
- Acquire one new squad apparatus and one new truck engine;
- Replace Fire Stations 3 and 6;
- Seismically improve, expand, and/or renovate existing Fire Stations 4, 5, and 8;
- Fund other necessary administrative costs in other departments to support investments outlined above;
- Fund additional operating, maintenance, vehicle and capital expenses to provide enhanced fire and emergency services as determined by the City Council.

The City Council shall determine the timing, order and manner of funding Fire and Emergency Services and the use of levy lid lift proceeds, including those described above. The Fire and Emergency Services funded by this proposition assume proportionate contribution from Fire District 5. The cost of all compensation, benefits, training, support services, equipment, vehicles, infrastructure, facilities, real property, and administrative expenses and other costs incurred in connection with the Fire and Emergency Services shall be deemed a part of the costs of such Fire and Emergency Services. The City Council may alter, make substitutions to and amend such components as it determines are in the best interests of the City and consistent with the fire and emergency service purposes described herein.

Section 2. **Calling of Election Regarding the Levy of Additional Property Taxes.** There shall be submitted to the qualified electors of the City of the levy lid lift proposition whether the City shall levy regular property taxes above the levy limitations established in RCW 84.55.050 and RCW 84.55.010 for their ratification or rejection at a special election to be held on February 8, 2022. The Clark County Auditor, as ex officio supervisor of elections in Clark County, is hereby requested to call and conduct the election referenced on such day and to submit to the qualified electors of the City for their approval or rejection a proposition to increase the City's regular property tax levy by $0.50 per $1,000 of assessed valuation to a total rate not to exceed $2.56 per $1,000 of assessed valuation for collection in 2023, as allowed by RCW 84.55. The 2023 levy amount, less any expiring levies, will be used as the basis to calculate subsequent levy limits.

Upon approval of the voters of the proposition set forth herein, the City may use proceeds of such levy to pay the costs of Fire and Emergency Services as set forth in Section 1 of this resolution.

Section 3. **Ballot Proposition.** The City Clerk is hereby authorized and directed, not later than December 10, 2021, to certify a proposition to the Clark County Auditor, as ex officio supervisor of elections in Clark County, Washington, in substantially the following form:

PROPOSITION NO. 1

CITY OF VANCOUVER

FIRE AND EMERGENCY SERVICES AND FACILITIES LEVY LID LIFT

The City Council of the City of Vancouver adopted Resolution No. _____ concerning a levy lid lift to fund fire and emergency services. This proposition would fund only fire and emergency services, including additional firefighters, equipment, and construction and seismic retrofitting of facilities to improve response times. This proposition would increase the City's regular property tax by $0.50/$1,000 assessed valuation; not exceeding a total rate of $2.56/$1,000 for collection in 2023. The 2023 levy amount, less expiring levies, will be the permanent basis to calculate subsequent levies, per RCW 84.55. Qualifying seniors, veterans, and others would be exempt, per RCW 84.36.

Should this proposition be approved?

YES . . . . ☐

NO . . . . ☐

For purposes of receiving notice of the language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) the City Clerk (Natasha Ramras), telephone:

(360) 487-8484; email: natasha.ramras@cityofvancouver.us; and (b) the City Attorney (Jonathan Young); telephone: (360) 487-8500; email: jonathan.young@cityofvancouver.us, as the individuals to whom such notice from the Auditor should be provided. The City Attorney and the City Clerk are each authorized individually to approve changes to the wording of such proposition as may be recommended by the Clark County Auditor and the Clark County Prosecuting Attorney, as long as the intent of the proposition remains clear and consistent with the intent of this resolution.

Section 4. **Exemption**. If the ballot proposition set forth herein is approved by the voters, as authorized by RCW 84.36.381, senior citizens, disabled veterans, and other qualifying individuals (as defined 235 in RCW 84.36.381) shall be exempt from the tax increase resulting from such levy lid lift.

Section 5. **Voters Pamphlet.** To the extent that a local voters' pamphlet and/or online voters' guide ("Voters' Pamphlet") will be produced for the February 8, 2022 election, the Pamphlet shall include an explanatory statement and arguments advocating approval and disapproval of the ballot measure, if any. Pursuant to RCW 29A.32.280, the arguments advocating approval and disapproval of the ballot measure shall be prepared by committees appointed by the City Council or the Clark County Auditor.

Section 6. **Severability.** If any provisions of this resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed severable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the levy or collection of the taxes authorized by this proposition.

Section 7. **Effective Date.** This resolution shall take effect and be in full force immediately upon adoption by the City Council.

ADOPTED at a Regular Meeting of the Vancouver City Council this ______, of _________________________, 2021.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

Item #15.

Staff Report 189-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/6/2021

SUBJECT Appointment of committees to prepare arguments advocating voters' approval and rejection of the Council's levy lid lift proposition pursuant to RCW 29.32.280

Present Situation

RCW 29A.32.280 directs a legislative authority submitting a measure to voters to appoint a committee to prepare arguments advocating voters' approval and rejection of the measure. Specifically, RCW 29A.32.280 provides as follows regarding the composition of the committees and the county auditor's role if the legislative authority fails to appoint committees by the resolution submission deadline:

> "[…] The authority shall appoint persons known to favor the measure to serve on the committee advocating approval and shall, whenever possible, appoint persons known to oppose the measure to serve on the committee advocating rejection. Each committee shall have not more than three members, however, a committee may seek the advice of any person or persons. If the legislative authority of a unit of local government fails to make such appointments by the prescribed deadline, the county auditor shall whenever possible make the appointments."
>
> RCW 29A.32.280

Action Requested

Should council wish to defer selection of a committee to the Clark County Auditor, no action is needed.

1. By motion, formally appoint a committee to prepare arguments advocating voters' approval of the Council's levy lid lift proposition.
2. By motion, formally appoint a committee to prepare arguments advocating voters' rejection of the Council's levy lid lift proposition.

Taylor Hallvik, Assistant City Attorney, 360-487-8500

CITY OF Vancouver WASHINGTON

MEMORANDUM

DATE: December 6, 2021

TO: Mayor and Council

FROM: Mayor Anne McEnerny-Ogle

RE: **Interstate Bridge Replacement Program (IBRP) – Executive Steering Group Meeting**

The Executive Steering Group (ESG) for the Interstate Bridge Replacement Program (IBRP) met on Thursday, November 18th. Agenda items included an update on criteria defined by the Equity Advisory Group to screen design options, an overview of how tolling rates and implementation may be developed, and an overview of travel demand modeling.

In addition to the set agenda items, WSDOT and ODOT Directors shared information about the new federal Infrastructure Investment and Jobs Act (IIJA), noting that the IBRP may be well-positioned for funding opportunities through the Act's new competitive grant programs. Also, Program Administrator Greg Johnson acknowledged requests from partners for additional modeling scenarios as well as transit data and more robust review of potential station locations.

With the large volume of work underway, ESG members and Administrator Johnson noted that the Program's current timeline is likely too constrained to complete technical work and to allow sufficient time for discussions with Councils, Boards, and Commissions to define an "IBR Solution" by Spring 2022. Administrator Johnson subsequently shared this message with the Bi-State Legislative Action Committee at their November 23rd meeting. That Committee replied that the original schedule agreed to by Program partners is based on hard deadlines set with state legislatures and pressed to continue technical analysis while aiming to reach an "IBR Solution" Spring 2022. A schedule that aims to address Program partner requests for additional technical analysis while meeting set deadlines is now being developed.

The next ESG meeting is scheduled for December 16th. Agenda items have not yet been defined for that meeting, but we anticipate that an updated Program schedule, some technical data analysis, and a high-level summary of community feedback on design options will be included for discussion.

Due to changes in Program schedules and associated shifts for some components of technical analyses, a City Council workshop scheduled for December 20th has been cancelled. We anticipate having a workshop on January 24th to share updated technical analyses and known trade-offs among design options for Council's discussion prior to a subsequent discussion to determine a preferred option and request Council's feedback on which alignment(s) best meet the City's desired outcomes.

The November 18 ESG meeting can be viewed here: ESG November 18 Meeting (https://www.interstatebridge.org/get-involved-folder/calendar/esg-november-18-meeting/). The November 23rd Bi-State Legislative Action Committee meeting can be viewed here: Committee Schedules, Agendas, and Documents (wa.gov)