

Downtown Parking Update



City Council Workshop
July 8, 2019

Chad Eiken, CED Director
Steve Kaspan, Parking Manager

Presentation Outline

- Parking Pressures – Background
- Prior Council Feedback and Direction
- Current Parking Strategy
- City Initiatives and Parking Fund
- Private Sector Initiatives
- Next Steps



Parking Pressures - Background

- City is in a transition period: Economic success of downtown is creating pressures on availability of parking, particularly for employees
- City owned inventory:
 - 1,200 total spaces in 2 garages and 4 surface lots (waiting lists)
 - 3,600 regulated (metered or permit) on-street spaces
- Private inventory: Estimated **8,500** spaces in garages or surface lots

Parking Pressures - Background

- Private surface lots being redeveloped; more employees per square foot in existing buildings
- Addition of 640 new apartment units in ten projects in VCCV planning area - past 4-5 years – most with added parking
- No new *public* parking structure built since 2003
- “Post-recession” examination by Council of stance on City’s role in building and operating new parking structures

Observations from prior Council discussions

- Agree with premise that “not a crisis” but that pressure can lead to a crisis, so action is needed vs. “more studies”
- Preference for maximizing the existing parking system through efficient management of spaces and adding capacity where possible
- Openness to public/private partnership to build more parking, with priority on visitor parking; no interest in “going it alone” or owning more parking
- Interest in enhancing mobility options into and throughout the downtown

Current Parking Management Approach

1. Maximize efficiency of existing public on-street, off-street spaces
2. Increase supply of on-street, off-street spaces wherever possible
3. Increase monthly/hourly parking rates to be level with market; set aside any excess revenue for parking system enhancements
4. Continue to promote Transportation Demand Management programs and incentives to downtown businesses in order to reduce demand
5. Enhance wayfinding to direct visitors to public parking
6. Remain open to public/private partnerships to build structured parking where public parking demand exists

City Initiative: Increase On-Street Capacity



- Streets with sufficient width for angled parking identified; review of hourly spaces
- Approx. **80** net new spaces to be created
- New on-street permit parking spaces = **83**
- Parking staff working with Public Works to finalize counts
- Restriping in late summer

City Initiative: Increase Off-Street Capacity



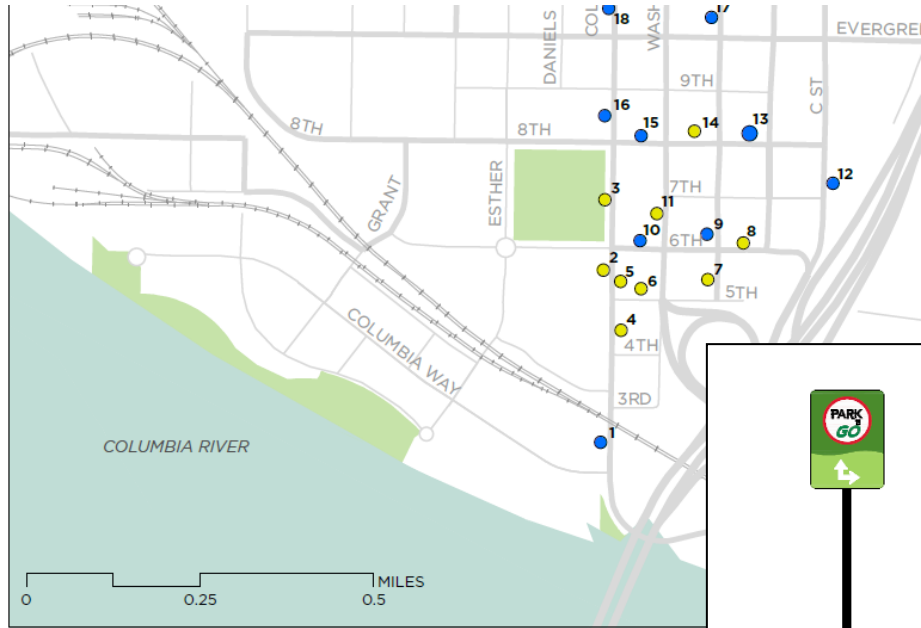
- New City-owned 121-space surface parking lot west of City Hall
- On track to be completed by August 1
 - free up garage and on-street spaces
 - Accommodate employees on wait-list
 - Open up monthly permit spaces to the general public

City Initiative: TDM Outreach to Academy Lot Users



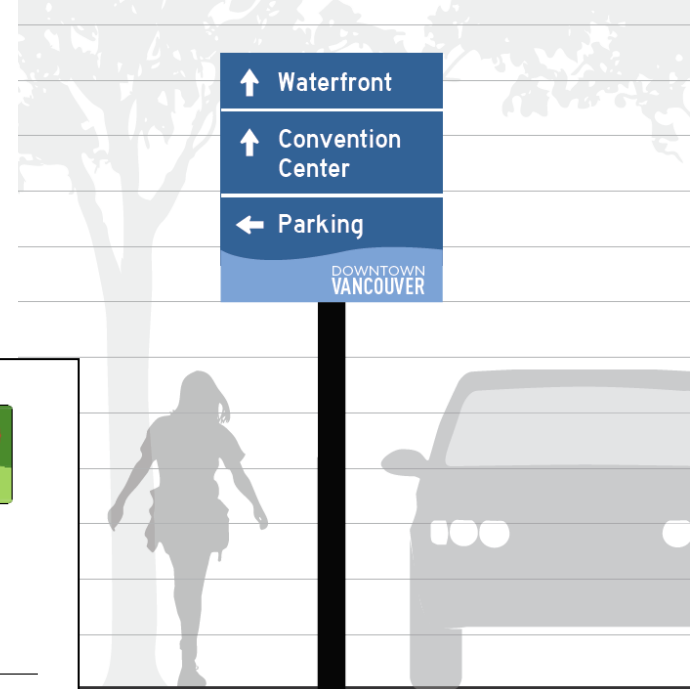
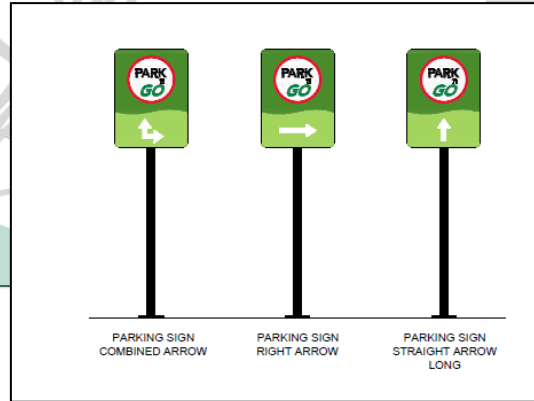
- Construction of apartment buildings expected to begin in early 2020
- Approximately 179 private spaces will no longer be available to downtown employees when under construction
- Most on-street parking in the vicinity is permit-only already
- Staff is scheduling a series of Transportation Demand Management sessions with downtown employees who park at Academy

City Initiative: Improve Wayfinding

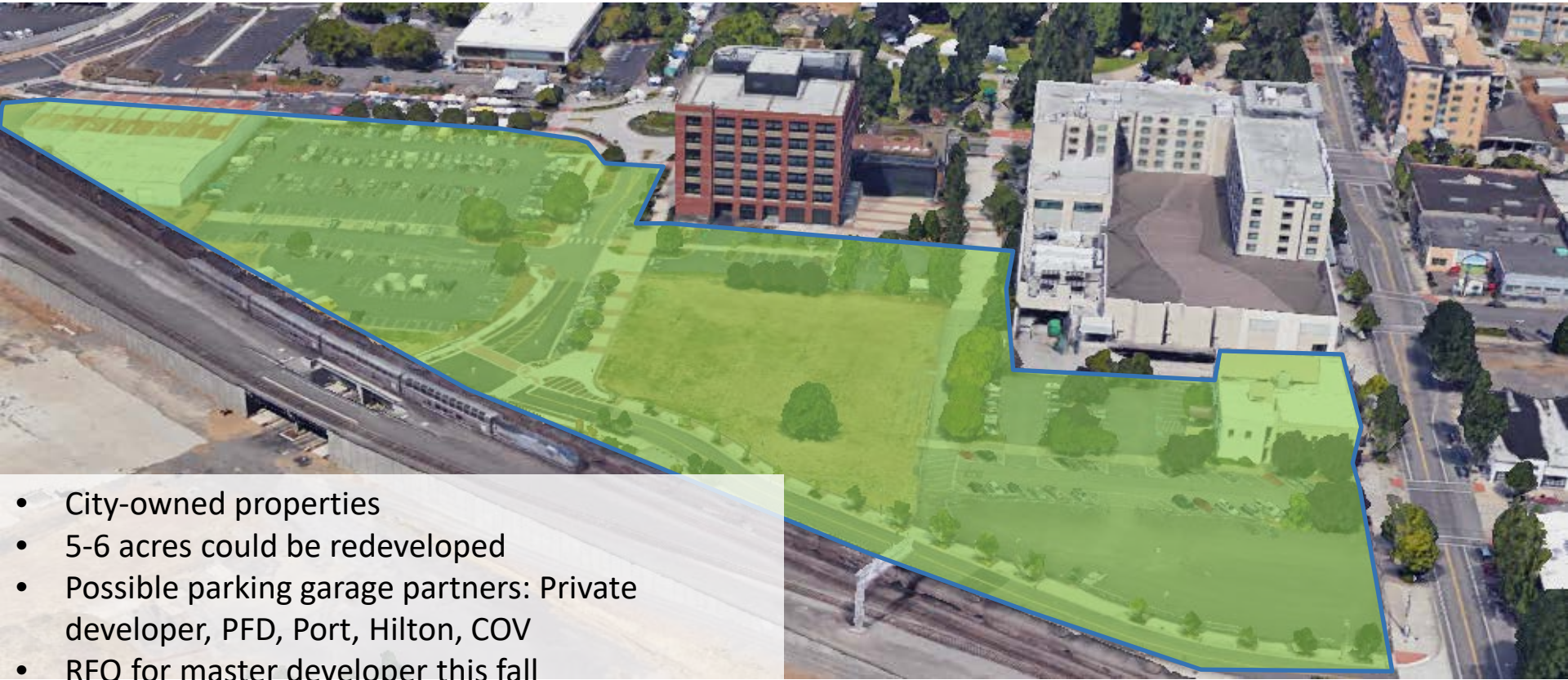


**VANCOUVER VEHICLE
WAYFINDING
SIGN PLACEMENT**

- Directional
- Parking



City Initiative: Waterfront Gateway Garage Option



- City-owned properties
- 5-6 acres could be redeveloped
- Possible parking garage partners: Private developer, PFD, Port, Hilton, COV
- RFQ for master developer this fall

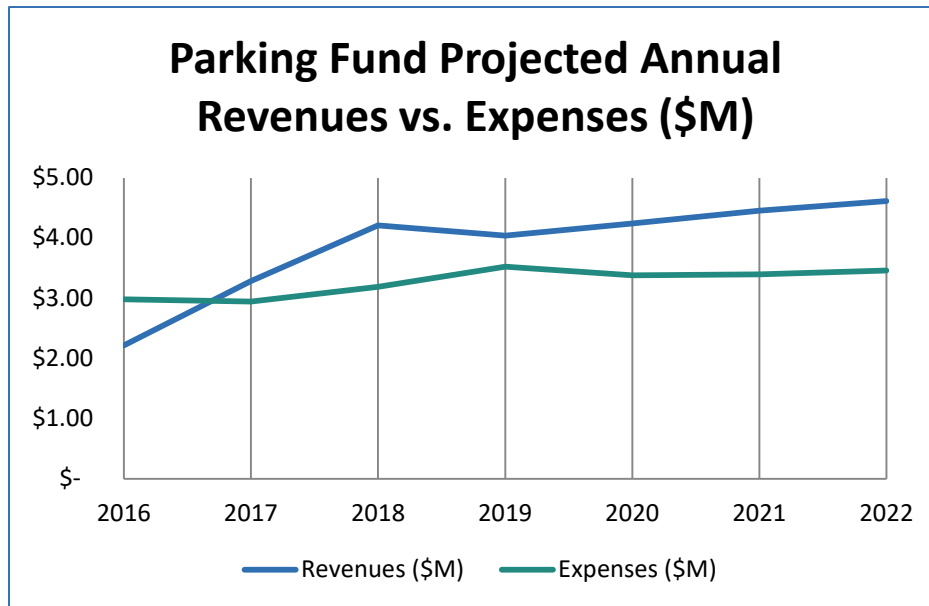
City Initiative: Remove Barrier to Market Rates

Type of Permit	Monthly Rate (Approx.)	Comments
Private garage rate*	\$105-124	One property owner expects increase to \$135 by 2022 Rate schedule under review; adjust to support market-based solutions
Private surface lot rate*	\$65-125	
Public garage rate**	\$90-110	
Public surface lot rate	\$70-85	
On-street	\$60	
C-Tran Bus Pass (local)	\$62	

*Reserved; **Regular, non-reserved

Parking Fund Stable: System Investments Possible

- 2018: First year Parking Fund was able to cover debt service on Vancouvercenter garage
- Revenue increases allow for future system investments such as:
 - Improve technology and expand pay stations
 - Lot improvements
 - Expand shuttle service to satellite parking
 - Add more visitor parking, participate in garage construction



Private Sector Initiatives: 15th and Main

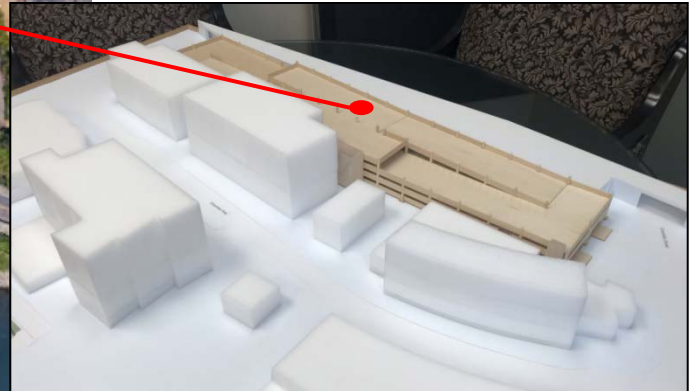


- Temporary Lot – for use during Academy Apartment construction work
- Approx. 126 for-lease spaces
- Land use approval pending
- Should be available for 18-24 months

Private Sector Initiatives: Possible Port Garage



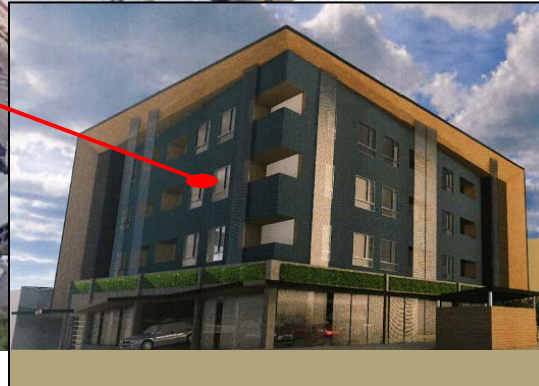
- Terminal One - POV
- 900+ spaces, 3 levels
- Concept plan only



Private Sector Initiatives: Lot 11 (Public Lot)



- Conceptual 30-unit apartment project
- Would maintain 21 public spaces
- Add 21 spaces to serve apartments

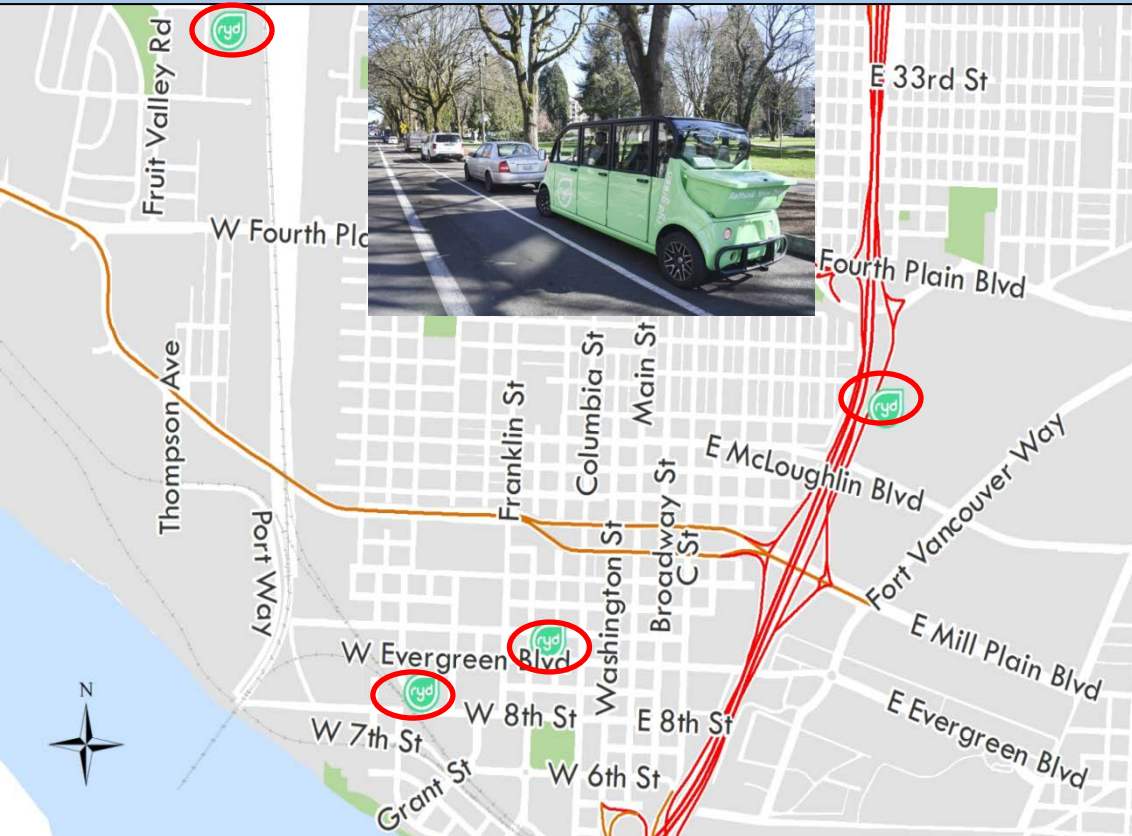


Private Sector Initiatives: Lot 2 (Public Lot)



- Preliminary interest from local developer in redeveloping Lot 2
- Possible 2-3 level parking structure with residential units above
- Recent legislation allows lot to be redeveloped if public parking maintained or replaced nearby
- 60-100 additional employee spaces possible

Private Sector Initiatives: Rethink Your Drive (RYD)



- RYD – Electric Shuttle Service
 - o Four vehicles in fleet
 - o 215-240 riders per day
- Commuter Assistance
 - o AM/PM peak service to/from satellite lots
 - o Four satellite lots currently
- Subscription Service for individual business needs (e.g. Convene)
- App to launch in July; Public use of RYD in August

Summary of Anticipated Spaces Gained/Lost

Project	Capacity Gained	Capacity Lost
Academy Apartments	--	(179 spaces)
Restriping On-Street Spaces	80 spaces	--
City Hall Lot Expansion	121 spaces	--
Waterfront Block 7	740 spaces	(144 spaces)
15 th and Main Lot	126 spaces	--
Mill Plain Bike/Freight Improvements		(15-20 spaces)
TOTAL	1,067 spaces	(338-343 spaces)

Feedback from Parking Advisory Committee (6/26)

- Generally, the PAC is in agreement with the strategy staff is employing to address parking pressures; encouraged by private sector initiatives
- Current efforts concentrated in the southwest area of downtown “make sense now,” but longer term solutions are needed further north
- Recommend proposing a code amendment to allow temporary lots to continue to exist even if not associated with vehicles displaced by construction
- Recommend exploring city financial assistance to RYD to serve employees of smaller businesses (to/from satellite parking) to make it a more viable alternative

Next Steps

- Staff to implement on-street restriping (creating 80 new spaces) and wayfinding projects by end of summer
- Expanded City Hall lot to be opened in August resulting in net addition of more than 100 public permit spaces
- Parking permit rates are under review - increase anticipated January 1st and annually thereafter
- Pay-by-phone app will be expanded to all paid parking spaces in the next 2-3 months, enhancing convenience for users

Next Steps (cont.)

- Staff will initiate data-gathering (occupancy rates, commuter preferences, etc.) for a finer-grained downtown parking strategy (4-6 mos.), to be incorporated into VCCV Update (in 12-18 mos.)
- Quarterly workshops will be held with PAC throughout 2019 to provide updates on near-term initiatives; update to Council planned for later in the year

Questions and Discussion

VANCOUVER
CITY HALL



Chad Eiken, Director
Community and Economic Development
chad.eiken@cityofvancouver.us

Steve Kaspan, Parking Manager
steve.kaspan@cityofvancouver.us



Staff Report 095-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019

SUBJECT Modification of the Interlocal Agreement concerning the Arthur D. Curtis Children's Justice Center (CJC)

Key Points

- The City of Vancouver and Vancouver Police Department are parties to the Mutual Law Enforcement Agreement and the Interlocal Agreement concerning the Arthur D. Curtis Children's Justice Center (CJC) with the Clark County Sheriff's Office, Clark County Prosecuting Attorney, Southwest Washington Law Enforcement Council Representing Agencies, and the Washington State Department of Social and Health Services, Division of Children and Family Services, Vancouver, Washington.
- The proposed modified Interlocal Agreement designates that the CJC Board Chair with Executive Board consultation shall supervise the CJC Executive Director with Executive Board consultation.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

The City of Vancouver and Vancouver Police Department have been active participants and parties to the Interlocal Agreement involving the Arthur D. Curtis Children's Justice Center (CJC) formerly known as the Child Abuse Intervention Center (CAIC) for more than 25 years. This agreement was last updated on September 18, 2017. For many years, the Vancouver Police Department has provided a police sergeant to manage case referrals and investigations and supervise detectives assigned to the CJC. Three Vancouver Police Department detectives assigned to the CJC investigate felony crimes against children in consultation and coordination with social services and Clark County Prosecuting Attorney's staff. During the last update, the CJC Executive Board amended the Agreement to have the CJC Executive Director supervised by the County Manager with Executive Board consultation. The Board has concluded that the

proposed change, which is identified in the modified interlocal agreement, will provide more effective communication and supervision for the CJC Executive Director.

Advantage(s)

Delegates direct supervision of the Executive Director to the CJC Board Chair in consultation with the Executive Board.

Disadvantage(s)

No disadvantages identified.

Budget Impact

No budget impact.

Prior Council Review

Last Council review of this interlocal agreement was September 18, 2017.

Action Requested

Authorize the City Manager or his designee to sign the modified Interlocal Agreement concerning the Arthur D. Curtis Children's Justice Center (CJC).

James McElvain, Vancouver Police Chief, 487-7473

ATTACHMENTS:

- ▣ Modified Interlocal Agreement concerning the Arthur D. Curtis Children's Justice Center

MODIFICATION OF INTERLOCAL AGREEMENT

THIS Amendment to the Mutual Law Enforcement Assistance Agreement and Interlocal Agreement ("Agreement") concerning the Arthur D. Curtis Children's Justice Center (CJC), entered into this 28th day of March, 2019 between Clark County Sheriff's Office, Clark County Prosecuting Attorney, the City of Vancouver, Vancouver Police Department, Southwest Washington Law Enforcement Council Representing Agencies and Washington State Department of Social and Health Services, Division of Children, Youth and Families, Vancouver, Washington after this called, "Parties,"

WHEREAS, the Parties entered into an Interlocal Agreement on October 15, 2001, and

WHEREAS, the Arthur D. Curtis Children's Justice Center (CJC) Executive Board approved changes to the Agreement at the January 24, 2019 meeting as follows,

NOW, THEREFORE, the parties covenant and agree to the changes below upon ratification by the Clark County Board of County Councilors:

A. MODIFICATIONS:

The Parties hereby agree to the following modifications of the Agreement hereto,

- 1) To amend at page three, Section 3.c. titled "Personnel" to modify paragraph 5) to read: "The CJC Board Chair shall supervise the CJC Executive Director with Executive Board consultation";

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed the day and year first hereinabove written.

FOR the Arthur D. Curtis Children's Justice Center Executive Board of Directors:

/

/

Signature: Gary Medvigy
Clark County Councilor

Signature: Eric Holmes
Vancouver City Manager

Date: _____

Date: _____

MODIFICATION TO MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT AND INTERLOCAL AGREEMENT REGARDING ARTHUR D. CURTIS CHILDREN'S JUSTICE CENTER

Signature: Anthony F. Golik, Chair
Clark County Prosecuting Attorney

Date: _____

Signature: Sheriff Chuck Atkins
Clark County Sheriff's Office

Date: _____

Signature: Ron Mitchell
Chief of Washougal Police Department,
Representative of the Southwest Washington
Law Enforcement Council

Date: _____

Signature: Beth Kutzera
Department of Social and Health Services
State of Washington
Division of Children, Youth and Families
Vancouver, Washington

Date: _____



Staff Report 096-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019

SUBJECT Affordable Housing Fund contract for Housing Initiative LLC - The Pacific

Key Points

- The City of Vancouver will provide \$600,000 in Affordable Housing Funds to Housing Initiative LLC for development of The Pacific apartments.
- The funding award for The Pacific was approved by City Council in February 2019 following a competitive application process.
- The Pacific creates 18 units of multifamily affordable housing serving individuals exiting homelessness who have behavioral health conditions. Case management and services will be provided by Share.

Strategic Plan Alignment

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

Present Situation

In February 2019, Vancouver City Council awarded \$600,000 in 2018/2019 Affordable Housing Funds to the Housing Initiative LLC for development of The Pacific apartments. Funding awards were the result of a formal project solicitation and committee review process.

The project will create 18 units of multifamily housing in two buildings located at 3209 NE 78th Avenue and 7818 NE 32nd Street in Vancouver. This housing will serve individuals exiting homelessness who have behavioral health conditions. Share is providing case management and services for a portion of the units.

Seventeen units at The Pacific will be subject to an Affordable Housing Fund covenant requiring that they remain affordable to households earning up to 50% of area median income for 20 years. Project construction is expected to be completed by the end of 2019, with lease-up completed in early 2020.

The current funding award will be used for project soft costs and construction. The project also received 2017 Affordable Housing Funds from the City totaling \$250,000 for site acquisition. Other funders are Clark County and PeaceHealth.

Advantage(s)

1. Create housing affordable to very low-income residents of Vancouver.
2. Create housing that serves residents with special needs.
3. Contribute toward meeting the goals laid out in the Affordable Housing Fund Administrative & Financial Plan.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

- November 25, 2017, Council workshop: Review 2017 Affordable Housing Fund award recommendations
- October 2, 2017, Council consent: Approve 2017 Affordable Housing Fund project awards
- January 28, 2019, Council workshop: Review 2018/2019 Affordable Housing Fund award recommendations
- February 4, 2019, Council consent: Approve 2018/2019 Affordable Housing Fund project awards

Action Requested

Approve a contract between the City of Vancouver and Housing Initiative LLC providing \$600,000 in Affordable Housing Funds for The Pacific project.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▢ AHF Agreement - The Pacific
- ▢ AHF Note - The Pacific
- ▢ AHF Deed - The Pacific
- ▢ AHF Covenant - The Pacific



AGREEMENT

BETWEEN

CITY OF VANCOUVER

Affordable Housing Fund

PO Box 1995 • Vancouver • Washington • 98668-1995

(360) 487-7952 • www.cityofvancouver.us/cdbg

AND

HOUSING INITIATIVE LLC

2500 Main Street • Vancouver • Washington • 98660

Project funded:	The Pacific
Funding Source:	Vancouver Affordable Housing Fund
Agreement Period:	Date signed through December 31, 2020
Agreement Number:	PRJ100322-2018AHF-Housing Initiative Pacific
Agreement Amount:	\$600,000
Property Address:	3209 NE 78th Ave and 7818 NE 32nd St, Vancouver, WA 98662
Affordability Period:	December 1, 2020 – December 1, 2040
Agency Contact:	Sierk Braam (360)524-9235 sierkbraam@housinginitiativellc.net
City Contact:	Peggy Sheehan (360) 487-7952 peggy.sheehan@cityofvancouver.us

This agreement consists of the following:

- Signature page
- Statement of Work
- Rental Property Requirements
- Line Item Budget

- Timeline
- Authorization Signature Card
- General Terms and Conditions
- Exhibit A: Request for Advance Form
- INCORPORATED BY REFERENCE: Deed, Note, Covenant

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and have caused this Agreement to be executed by their respective officers and agents thereunto duly authorized by signing below:

CITY OF VANCOUVER:

HOUSING INITIATIVE LLC:

Eric Holmes, City Manager

Sierk Braam, Manager

Date:

Date:

ATTEST:

Natasha Ramras, City Clerk

Peggy Sheehan, CDBG/HOME Program Manager

APPROVED AS TO FORM:

Bronson Potter, City Attorney

PROJECT DESCRIPTION

HOUSING INITIATIVE LLC (AGENCY) is operating as a subrecipient for the City of Vancouver (CITY) to complete a project using Affordable Housing Funds. As such, AGENCY must comply with the terms and conditions in this Agreement including, but not limited to, the attached Budget, Timeline, and documents incorporated by reference, including but not limited to, the Deed, Note and Covenant.

The intent of this Agreement is to provide a loan in the amount not to exceed \$600,000 in Affordable Housing Funds to the AGENCY for The Pacific project. The project consists of construction of an 18-unit multifamily housing development at 3209 NE 78th Ave and 7818 NE 32nd St in Vancouver, Washington. Two adjacent apartment buildings and a community room/laundry/office will be built. The Pacific will provide housing for individuals exiting homelessness who have behavioral health conditions. AGENCY will partner with Share to provide case management and services for a portion of the units.

Affordable Housing Funds will be used for construction costs. **A total of 17 Affordable Housing Fund-supported units will be restricted to households earning up to 50% AMI throughout the affordability period.** This includes the 5 units supported with Affordable Housing Funds pursuant to a prior contract between CITY and AGENCY (2017-AHF-221501).

PROJECT BUDGET

1. The CITY will provide the AGENCY with a loan in an amount not to exceed \$600,000 for purposes of completing the project described herein. The use of these funds shall be expressly limited to the activities described in this Agreement.
2. Any reduction in the total budget authority will be done after consultation with the AGENCY and will require a modification of this Agreement. Any funds unspent at the end of the Agreement period will be retained by the CITY for allocation to another Affordable Housing Fund project.

PAYMENT PROVISIONS

1. The majority of the CITY advances to the AGENCY will be on a cost reimbursement basis. However, there are times such as property purchase that the CITY will make advances to an escrow account. In most cases, the CITY will make advances to AGENCY *as soon as practicable* but not more than thirty (30) days after the AGENCY submits a Request for Advance. Request for Advance shall include the following:
 - a. A summary of expenses incurred in support of all costs, and accompanied by general ledger detail.
 - For direct costs, detail will include direct costs: vendor names, dates of service and amount;
 - For services that are also funded by a third party, the AGENCY shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the CITY and which by other parties.
2. The AGENCY shall designate one or more representatives who will be legally authorized to sign the Request for Advance Form provided and any other forms that may be required. The names of the liaison persons and representatives will be specified on the Authorization Signature Card.
3. AGENCY shall provide supporting documentation to the CITY upon request for any Request for Advance, such as invoices and receipts.
4. Retainage: For capital projects, the City shall reserve a minimum of 10% of funds (as specified in Exhibit A, Request for Advance) to be paid upon project completion and satisfaction of all contract requirements.

TERM OF AGREEMENT

1. This Agreement is in effect for the period from the date signed through December 31, 2020, unless terminated as described under the **TERMINATION** section of the General Terms and Conditions.
2. Affordable Housing Funds shall be accounted separately from other funds received by the AGENCY.

LOAN TERMS

The \$600,000 shall be provided as follows:

- \$300,000 as a loan at 0% interest which shall be forgiven December 1, 2040 provided that the 17 Affordable Housing Fund units remain affordable to households earning up to 50% AMI throughout the loan period.
- \$300,000 as a loan at 1% interest over 50 years. Payments of \$7,653.82 will be due annually starting December 1, 2024 and continuing through December 1, 2073.

In accordance with the terms of this Agreement, the Deed, Note, and Covenant, if the Affordable Housing Fund units are not operated as required by this Agreement throughout the affordability period, then the loan becomes due immediately.

PUBLIC NOTIFICATION

AGENCY agrees to work with the CITY to provide information about the project to the public, including need for and use of Affordable Housing Funds. Examples include but are not limited to groundbreaking events, signage during construction, open houses, and/or distribution of print or online materials.

The CITY will also provide information about the project, including location, property owner, contract amount, and number of designated Affordable Housing Fund units, to the public through the City of Vancouver website.

DOCUMENTS INCORPORATED BY REFERENCE

Each of the documents listed below are by this reference incorporated into this Agreement as though fully set forth herein, including any amendments, modifications or supplements thereto:

1. AGENCY's proposal for 2018 Affordable Housing Funds.
2. Current version of Affordable Housing Fund income limits (50% of Area Median Income provided by HUD).
3. Deed, Note and Covenant.
4. Affordable Housing Fund contract 2017-AHF-221501.

NOTICE TO PROCEED

Upon execution of this agreement, the CITY will furnish the AGENCY with a written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the CITY.

PROJECT COMPLETION

Project completion means that:

1. All necessary title transfer requirements and construction work have been performed;
2. The project complies with the requirements of this Agreement;
3. AGENCY has been advanced all costs; and
4. Affordable Housing Fund units are occupied by eligible tenants.

RENTAL PROPERTY REQUIREMENTS

AFFORDABILITY PERIOD

The Pacific located at 3209 NE 78th Ave and 7818 NE 32nd St, Vancouver, WA 98662 will carry the requirement that the Affordable Housing Fund-assisted units remain affordable throughout the affordability period to people who are at or below 50% (calculated annually) of the area median income (AMI) established by HUD.

The affordability period dates are December 1, 2020 through December 1, 2040. During the affordability period, all Affordable Housing Fund requirements must be met and the CITY will be required to monitor the assisted units annually for compliance.

The City of Vancouver will ensure the affordability period and requirements are met by recording deed and covenant restrictions. These documents include details on affordability requirements, loan terms, restrictions regarding foreclosure, deed in lieu of foreclosure, and transfer of ownership and are incorporated into this Agreement by reference.

UNIT DESIGNATION

The designated Affordable Housing Fund units will consist of 17 one-bedroom units. All will be floating units meaning that units originally designated as Affordable Housing Fund-assisted units may change over time. **During the affordability period, the number of Affordable Housing Fund units in the project may never be less than seventeen (17) units.** The units must be comparable, in size, features, and number of bedrooms to those units originally identified as Affordable Housing Fund units.

AFFORDABLE RENTAL HOUSING QUALIFICATION

Affordable Housing Fund units in a rental housing project must only be occupied by households that are eligible low-income families at the time of initial occupancy and the tenant portion of rent may not exceed what is affordable to households at 50% AMI. Units must meet the following requirements to qualify as affordable housing:

1. **Rent Limitation and Utility Allowances:**
 - a. The City of Vancouver will issue the Affordable Housing Fund rent limits annually. The information is available at www.cityofvancouver.us/affordablehousingfund.
 - b. Only the utility allowance provided by the Housing Authority of the City of Vancouver shall be used.
2. **Rent Schedule Approval:** Prior to occupancy, the CITY shall review and approve rents proposed by the AGENCY. The tenant portion of rent must not exceed the maximum Affordable Housing Fund rent minus the monthly allowances for utilities and services.
3. **Nondiscrimination against rental assistance subsidy holders.** The AGENCY cannot refuse to lease Affordable Housing Fund-assisted units to a holder of a Section 8 or other comparable tenant assistance voucher.
4. **Tenant Income.**
 - a. All funds used for rental housing shall assist households who have an annual income that is 50% of the area median income (AMI) or less at the time of initial occupancy.
 - b. The City of Vancouver shall provide the HUD income limits annually. The most current HUD income limits can be found at www.cityofvancouver.us/cdbg.
 - c. The income of each tenant must be determined initially and annually in accordance with the City of Vancouver Affordable Housing Fund Policies and Procedures.
5. **Over-income tenants.** Tenant income must be monitored annually. If an over-income tenant is residing in a floating unit, the next available unit must be rented to an income eligible tenant.

REPORTING

Properties are required to report on Affordable Housing Fund units annually in December for the duration of the affordability period. Reports should be submitted to the City of Vancouver Community and Economic Development Department, Attention: Peggy Sheehan using the Excel reporting form provided by the CITY.

Required information:

- Address and name of project
- Total number of units
- For each Affordable Housing Fund unit:
 - Unit number
 - Number of bedrooms
 - Monthly rent payment
 - Utility allowance
 - Renter gross income
 - Household size

INSPECTIONS

Prior to initial occupancy of an Affordable Housing Fund-assisted unit, the CITY must perform onsite Housing Quality Standard inspections. During the period of affordability, the CITY must perform on-site inspections of Affordable Housing Fund units annually.

BUDGET**Funding Sources**

	<u>Amount</u>
Clark County	\$1,800,000
City Affordable Housing Funds (2017 award)	\$250,000
City Affordable Housing Funds (2018 award) – interest-free, forgivable loan portion	\$300,000
City Affordable Housing Funds (2018 award) – interest-bearing, non-forgivable loan portion	\$300,000
PeaceHealth	\$100,000
TOTAL SOURCES	\$2,750,000

Funding Uses

City of Vancouver 2018 Affordable Housing Funds will be used as follows:

- \$300,000 (interest-free, forgivable loan portion) will be used for project soft costs
- \$300,000 (interest-bearing, non-forgivable loan portion) will be used for construction hard costs

USES - DEVELOPMENT COSTS					
Acquisition Cost			\$/SF	\$/Unit	Total
Land					\$ 230,000
Construction Costs Hard Cost		Cost/Apt Door	\$/SF	\$/Unit	Total
Construction Hard Costs			\$ 180.37	\$ 88,253	\$ 1,588,551
Construction Liability Insurance			\$ 1.80		\$ 15,886.00
Construction Overhead/Fee		6%			\$ 96,266
WA State Sales Tax		8.40%			\$ 142,859
Construction Sub Total			\$ 209.33		\$ 1,843,562
Hard Cost Contingency		6%			\$ 101,600
Market Escalator		5%			\$ 83,730
Construction Soft Cost					
Architectural and Engineering					\$ 94,695
Project Management / Development Fee					\$ 75,000
Permits				\$4,726	\$ 165,348
Temp Utilities					\$ 5,200
Construction Liability Insurance		1%			\$ 12,723
Cost Review/Inspections (8@250)					\$ 2,000
Constructability Review					\$ 3,000
Environmental Review Fee					\$ 1,050
Appraisal and Review Fee					\$ 5,300
Loan Fees					\$ 11,875
Title and Recording/Closing Fees					\$ 8,733
Interest Reserve					\$ -
Soft Cost Sub Total					\$ 384,924
Soft Cost Contingency		5%			\$ 20,000
Capitalized Reserves					
Asset Management Reserve					\$ 29,340
Operating Reserve					\$ 49,644
Replacement Reserve					\$ 7,200
Capitalized Reserves Sub Total					\$ 86,184
TOTAL				\$ 152,777.75	\$ 2,750,000

By signing below AGENCY acknowledges the review and approval of the budget listed above.

Name

Date

Title

TIMELINE

ACTIVITY	SCHEDULED DATE
Loan and property closing	November 2017
Land use and building permits	May/June 2018
Construction start	June 2019
Construction completed	November 2019
Lease up completed	February 2020

AUTHORIZATION SIGNATURE CARD

Organization Name HOUSING INITIATIVE LLC

Address 2500 Main Street

City, State, Zip Vancouver, WA 98666

Telephone Number () _____ Fax () _____

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

An authorized signature is required on financial documents. It is suggested that two or more persons be authorized so that one could sign in the absence of the other(s).

NAME

SIGNATURE

I certify that the signatures above are of the individuals authorized to execute financial documents for HOUSING INITIATIVE LLC.

Date _____

Signature of Authorized Official

Title of Authorized Official

**Note: The authorized official may not approve their own signature above*

GENERAL TERMS AND CONDITIONS

1. Fair Housing.

Projects funded with the Affordable Housing Fund are subject to federal fair housing regulations. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

2. Prevailing Wage.

If the applicant/recipient receives a loan that is incurring interest, is not forgivable and is required to be repaid in full, such a loan, in and of itself, is not expected to trigger prevailing wage requirements. However, if the applicant/recipient is receiving other public funds including a grant from the City and/or is a public entity, it may be required to pay prevailing wage on the project. A definitive determination regarding the applicability of prevailing wage laws can only be obtained from the Department of Labor and Industry.

3. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; AGENCY's submitted proposal to project request and project request.

4. Relation of Parties.

The AGENCY, its subcontractors, agents and employees are independent AGENCYs performing professional services for CITY and are not employees of CITY. The AGENCY, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to CITY employees. The AGENCY, subcontractors, agents and employees shall not have the authority to bind CITY in any way except as may be specifically provided herein.

5. E-Verify.

AGENCY 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. AGENCY shall ensure all AGENCY employees and any sub-AGENCY(s) assigned to perform work under this Agreement are eligible to work in the United States. AGENCY shall provide verification of compliance upon City request. Failure by AGENCY to comply with this subsection shall be considered a material breach.

6. Delays and Extensions of Time.

If the AGENCY is delayed at any time from complying with the requirements covered by the Agreement, by any causes beyond AGENCY's control, the time for performance may be extended by such time as shall be mutually agreed upon by AGENCY and CITY and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to CITY.

7. Compensation and Schedule of Payments.

CITY shall pay the AGENCY as indicated in the Payment Provisions of the Loan Agreement for work performed under the terms of this Agreement. \$737,550 is the maximum amount to be advanced under this Agreement and it shall not be exceeded without CITY's prior written authorization in the form of a negotiated and executed amendment. The AGENCY shall submit monthly invoices to CITY covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to AGENCY shall be net 30 days.

The CITY reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. CITY and AGENCY agree that any amount paid in error by CITY does not constitute a rate change in the amount of the contract. The CITY's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

8. Ownership of Records and Documents.

Any and all work product prepared by the AGENCY in the course of performing this Contract shall immediately become the property of the CITY. In consideration of the compensation provided for by this Agreement, the AGENCY hereby further assigns all copyright interests in such work product to the CITY. A copy may be retained by the AGENCY. Previously owned intellectual property of AGENCY, and any know-how, methodologies or processes used by AGENCY to provide the services or project deliverables under this Contract shall remain property of AGENCY.

9. Termination.

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 Agreement is terminated prior to the completion of work, AGENCY will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

13. Insurance.

AGENCY shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this

Contract whether such work shall be by the AGENCY, subcontractors or anyone directly or indirectly employed by either the AGENCY or subcontractor.

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

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

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

d. **Worker's Compensation.** AGENCY shall carry workers’ compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of AGENCY’s employees engaged in the performance of the work or services; and, Employer’s Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. **Umbrella Liability.** The AGENCY shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the AGENCY’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. **Professional Liability.** The AGENCY shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than five hundred thousand dollars (\$500,000) combined single limit.

g. **Fidelity/Employee Dishonesty Bond.** The AGENCY shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the AGENCY, sub-contractors or anyone directly or indirectly employed by either the AGENCY or a sub-contractors. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).

h. **Employment Security.** The AGENCY shall comply with all employment security laws of the state in which services are provided, and shall timely make all required payments in connection therewith.

i. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

j. Coverage Trigger: The insurance must be written on a “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

AGENCY shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the CITY on a standard “ACORD” or comparable form.

14. Notices.

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

CITY:

Peggy Sheehan
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

AGENCY:

Sierk Braam
Housing Initiative LLC
2500 Main Street
Vancouver, WA 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and loan advances, must be made by written amendment and signed by all parties to this Agreement.

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. 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 Agreement.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Sub recipient 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 Sub recipient, 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 Sub recipient to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the CITY from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Records.

AGENCY shall ensure that records generated in connection with the project, including but not limited to, financial transactions, are maintained and retrievable pursuant to the applicable CITY retention period. The CITY shall be granted access to any such records it deems necessary to satisfy oversight responsibilities and any other legal requirements, and shall be granted the right to copy any such records necessary to fulfill these obligations. The AGENCY shall provide access to these records upon request in a timely manner.

EXHIBIT A
City of Vancouver Affordable Housing Fund
REQUEST FOR ADVANCE

Date: _____ Project Title: HOUSING INITIATIVE LLC - The Pacific Invoice #: _____ AHF Project #: PRJ100322-2018AHF-Housing Initiative Pacific	Period Covered: _____ Contact Person: _____ Telephone: _____ Email: _____
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Activity	AHF Budget	Expended This Period	Expended To Date	Balance
a) Construction hard costs and soft costs (minus 10% retainage)	\$540,000			
c) Retainage (10%)	\$60,000			
TOTAL:	\$600,000			

Reimbursement Amount Request \$ _____

☐ Check box when this is a final request.

CERTIFICATION: I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS REPORT IS CORRECT AND COMPLETE, AND THAT ALL EXPENDITURES ARE FOR THE PURPOSE SET FORTH IN THE GRANT AWARD DOCUMENTS. SUPPORTING DOCUMENTATION IS ATTACHED.

AUTHORIZATION:

Authorized Signature for Project_____
Title_____
Date**AHF Program Only**

AHF Project No: _____

Initials Drawn By: _____

Date Funds Drawn: _____

Reviewed and Approved_____
Date

Initials Approved By: _____

CITY OF VANCOUVER, WASHINGTON PROMISSORY NOTE

Date: _____, 2019, Vancouver, Washington

Grantor/Borrower: Housing Initiative LLC
Beneficiary: City of Vancouver by and through Affordable Housing Fund
Funding Source: Affordable Housing Fund
Grantee/Trustee: Clark County Title
Assessor’s Tax ID#: 110010000
Legal Description: OHLINGER SUBDIV ADJ LOT 4 I.02A
Full legal description attached as Exhibit A
Address: 3209 NE 78TH AVE, VANCOUVER, WA 98662 and
7818 NE 32ND ST, VANCOUVER, WA 98662

FOR VALUE RECEIVED, the undersigned (individually and collectively), Housing Initiative LLC, a Washington limited liability company (hereinafter “Borrower”) promises to pay to the order of the City of Vancouver, Washington (hereinafter “Beneficiary”) by and through its Affordable Housing Fund, the sum of six-hundred thousand and 00/100 dollars (\$600,000.00). The \$600,000 shall be provided as follows:

- \$300,000 as a loan at 0% interest which shall be forgiven December 1, 2040 provided that the 17 Affordable Housing Fund units remain affordable to households earning up to 50% AMI throughout the loan period.
- \$300,000 as a loan at 1% interest over 50 years. Payments of \$7,653.82 will be due annually starting December 1, 2024 and continuing through December 1, 2073.

The loan documented by this Note is for the purpose of assisting the Borrower in the development of The Pacific, located at 3209 NE 78th Avenue and 7818 NE 32nd Street in Vancouver Washington. The 17 designated Affordable Housing Fund units will be developed and rented to people who are at or below 50% of AMI. The development is to be located on certain real property located in Vancouver, Washington, and with the description as follows (the “Property”):

Assessor’s Tax ID and Abbreviated Legal Description:
110010000 – OHLINGER SUBDIV ADJ LOT 4 I.02A

This loan is also documented by an Agreement between Beneficiary and Borrower (the “Agreement”) and a deed of trust granting a security interest in the Property (the “Deed of Trust”).

Except as otherwise provided for herein, this Note may at the option of the Beneficiary become due and payable upon any actual transfer of ownership of the Property, which shall include but not be limited to voluntary or involuntary transfers, including by operation of law, or upon the cessation of operations, or violation of the Deed of Trust.

- “Actual transfer of ownership” as used in the preceding paragraph shall not include any of the following:
1. A transfer of a limited partnership interest in the Borrower or its assigns; The transfer of a security interest in the Property for purposes of financing or refinancing done with the prior knowledge and consent of Beneficiary;
 2. Sale, transfer or assignment of Borrower’s interest in the Property, done with the prior knowledge and consent of Beneficiary, to another 501(c)(3) organization or governmental entity reasonably acceptable to Beneficiary; and
 3. Any other transfer permitted under the Deed of Trust.

Borrower will repay the loan amount when the property ownership is transferred through a purchase and sale without permission by the City of Vancouver, or when the designated Affordable Housing Fund units are no longer affordable to households earning up to 50% AMI during the affordability period.

Said payment shall be made in lawful money of the United States of America at the office of the City of Vancouver, Attn: Affordable Housing Fund, PO Box 1995, Vancouver, WA 98668.

Should Borrower default in the use of the Property, in the payment of any principal or interest as required in this Note, or if any of the makers, endorsers or guarantors hereof becomes insolvent,

commences or becomes subject to bankruptcy, reorganization, receivership, liquidation, conservatorship, assignment for the benefit of creditors or similar proceedings, or if the Property is used for any activity other than permitted by the Deed of Trust, or if any notice of sale is given or any sale is made of the Property; or if any material statement or representation made by Borrower to Beneficiary shall prove to be false or misleading; then the entire indebtedness evidenced hereby shall at the option of Beneficiary become immediately due and payable, without notice or demand. In addition, Borrower agrees, to pay to Beneficiary all costs and expenses of enforcing Beneficiary's rights hereunder, including reasonable attorney's fees and costs, whether or not suit has been filed and including pre-trial, trial, appellate and bankruptcy proceedings.

The Borrower reserves the right to repay at any time all or any portion of the principal amount of this Note in a single payment without the payment of penalties, discount or premiums. Borrower acknowledges that the repayment of the Note shall not release it from its obligations, conditions and covenants pursuant to the Deed of Trust.

Borrower and each maker, endorser, and guarantor hereof waives presentment, demand, protest, and notice of dishonor and agrees to remain bound for payment of this obligation notwithstanding any extension of time, substitution or release of security or any guarantor or any other indulgence granted the maker(s) of any of them, hereby waiving notice of such extension, substitution, release or other indulgence.

Notwithstanding anything to the contrary herein, Borrower shall have no personal liability for payment of the indebtedness evidenced hereby or performance of any other covenants or conditions set forth in this Note in the Deed of Trust, or in the Agreement; the Beneficiary's recourse pursuant to this Note shall be confined to the exercise of its rights under the Deed of Trust.

This Note shall be governed and enforced in accordance with the laws of the State of Washington, not including and notwithstanding rules governing conflicts of law. Jurisdiction over and venue of any action to enforce, interpret, construe or otherwise in connection herewith may, at the City of Vancouver's option, be held in a court located in Clark County, Washington.

IN WITNESS WHEREOF, this Note and the Deed of Trust securing this Note have been duly executed by the undersigned Borrower, as of the date above written.

Sierk Braam, Manager

Signature

Print Name

Housing Initiative LLC
2500 Main Street, Vancouver, WA 98660

When Recorded Return To:

City of Vancouver
Affordable Housing Fund
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
DEED OF TRUST**

Grantor/Borrower: Housing Initiative LLC
Beneficiary: City of Vancouver by and through Affordable Housing Fund
Funding Source: Affordable Housing Fund
Grantee/Trustee: Clark County Title
Assessor's Tax ID#: 110010000
Legal Description: OHLINGER SUBDIV ADJ LOT 4 I.02A
Full legal description attached as Exhibit A
Address: 3209 NE 78TH AVE, VANCOUVER, WA 98662 and
7818 NE 32ND ST, VANCOUVER, WA 98662
Contract Number: PRJ100322-2018AHF-Housing Initiative Pacific

THIS DEED OF TRUST is made this ____ day of _____, 2019 between Housing Initiative LLC, a Washington limited liability company (hereinafter "Borrower"), whose address is 2500 Main Street, Vancouver, WA 98660; Clark County Title Corporation (hereinafter "Trustee"); and the City of Vancouver, Washington, a municipal corporation, by and through its Affordable Housing Fund (hereinafter "Beneficiary"), whose address is P.O. Box 1995, Vancouver, WA 98668-1995.

The Borrower, in consideration of Affordable Housing Fund money loaned or credit extended by the Beneficiary, does convey the following real property, situated at 3209 NE 78th Avenue and 7818 NE 32nd Street in the County of Clark, State of Washington, commonly known as The Pacific and described as follows:

Assessor's Tax ID and Abbreviated Legal Description:
110010000 – OHLINGER SUBDIV ADJ LOT 4 I.02A
Full legal description attached as Exhibit A.

Together with all of the easements, tenements, hereditaments and appurtenances belonging to that property, including those which may later be found to belong or appertain, all structures and improvements now or hereafter erected on the property, and any and all fixtures upon the property at the time of the execution of this Deed of Trust or at any time during the term of this Deed of Trust (hereinafter "the Property"); to have and to hold the property as so described, until such time as any and all indebtedness represented by the promissory note executed by the Borrower in favor of Beneficiary dated _____, 2019, ("The Note"), is extinguished, all conditions of this Deed of Trust are satisfied, and written acknowledgment of such satisfaction is provided by Beneficiary.

This conveyance is intended to secure: the performance of the obligations, covenants, and conditions set forth herein and in the Note, and payment of the Borrower's indebtedness of a maximum of six-hundred thousand and 00/100 dollars (\$600,000.00), plus any interest, according to the terms contained in the Note.

AFFORDABILITY PERIOD

The affordability period is December 1, 2020 through December 1, 2040, during which the 17 designated Affordable Housing Fund units must meet applicable requirements.

DATE OF MATURITY

The date of maturity of the indebtedness secured by this Deed of Trust is the earliest of the dates of the following: change of the Property's Use as specified below; failure to meet applicable regulations; the sale or transfer of all or any part of the Property, or any interest in the Property; Borrower's breach of

any covenant or failure to satisfy any condition in either the Note or this Deed of Trust; the cessation of operations by the Borrower; or payment in full of the indebtedness secured by this Deed of Trust.

For these reasons:

THE BENEFICIARY MAY DEMAND PAYMENT IN FULL OR IN PART OF THE PRINCIPAL AMOUNT OF THE NOTE(S) SECURED BY THIS DEED OF TRUST , AND PAYMENT SHALL BE DUE, UNDER CONDITIONS CONTAINED IN THIS DEED OF TRUST. THE NOTE(S) SECURED BY THIS DEED OF TRUST IS DUE AND PAYABLE IMMEDIATELY UPON THE CHANGE OF USE OF THE PROPERTY OR THE SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR ANY INTEREST IN, THE PROPERTY, OR UPON BORROWER'S BREACH OF ANY COVENANT OR FAILURE TO SATISFY ANY CONDITION IN THE NOTE OR THIS DEED OF TRUST.

TRANSFER, SALE, OR CHANGE IN USE

As used in this Deed of Trust, "interest in the Property" shall mean any legal or beneficial interest in all or any part of the Property. If all or any part of the Property or any interest in the Property is sold or transferred, or if there is a change of use or other transfer, including but not limited to any contract for sale of the Property over time, any assumption of the loan by a transferee of the Borrower, any assignment by Borrower for the benefit of creditors, failure of the Borrower to continue to utilize the designated Affordable Housing Fund units as rental residence with income of rental households not to exceed 50% of AMI adjusted for household size (the "Use"), appointment of a receiver for Borrower, the filing of a petition for voluntary or involuntary bankruptcy of Borrower, a foreclosure of any nature against Borrower, transfer of any interest in the Property for purposes of a gift, or the death or divorce of the Borrower or Borrowers, and if such action or failure to act occurs without prior written consent of Beneficiary, Beneficiary may require immediate payment in full of all sums secured by this Deed of Trust, unless prohibited by applicable law. These terms shall not include any transfer by way of subordinate encumbrance.

Notwithstanding anything to the contrary in this Trust Deed, the following shall not be considered a transfer, sale or change of use and shall not trigger Beneficiary's right to declare any amounts secured by this Trust Deed due and payable:

1. A transfer of a limited partnership interest in the Property by the Borrower or its assigns;
2. The transfer of a security interest in the Property for purposes of financing or refinancing done with the knowledge and consent of the City of Vancouver;
3. A Sale, transfer or assignment of Borrowers interest in the Property to another 501(c)(3) organization or governmental entity reasonably acceptable to the City of Vancouver;
4. Removal by the Borrower's general partner for cause and replacement of the Borrower's general partner with another entity acceptable to the Beneficiary; and
5. The transfer of a leasehold interest to a residential tenant in the ordinary course of Borrower's business.

COVENANTS

The Borrower agrees that the proceeds of the loan will only be used for construction of housing to be rented to a household earning at or below 50% of AMI based upon an initial and annual income review. The Borrower covenants:

1. That Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, is the legal owner of the Property, and now has a valid and unencumbered fee simple title thereto, and that the Borrower will warrant and defend said title against all claims and demands of all other persons.
2. That Borrower will promptly pay the Note and all of its installments as they become due, according to the terms of the Note, and will promptly pay any other indebtedness secured hereby in accordance with its terms. Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary in writing from time to time.
3. That so long as this Deed of Trust shall remain in force, Borrower will timely pay all taxes, assessments, charges, fines, liens, fees, and other charges or impositions attributable to the Property which can attain priority over this Deed of Trust, or which may be levied or assessed against the Property or this Deed of Trust or the indebtedness hereby secured.
4. That Borrower shall keep the Property in good repair; not permit or commit waste of the Property; complete any building, structure or improvement thereon which may be damaged or

destroyed; not move or demolish any of the improvements on the Property without the Beneficiary's written consent; and comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

5. That Borrower will keep all existing and hereafter erected structures and improvements that are part of the Property insured against loss or damage by fire, and other hazards included within the term "extended coverage perils," and any other hazards including, but not limited to earthquakes and floods, by a company or companies acceptable to the Beneficiary and for the benefit of the Beneficiary, in the amount of one hundred percent (100%) of the insurable value of the structure and improvements, and will allow the Beneficiary to examine all policies and renewals upon request
6. That Borrower hereby absolutely and irrevocably assigns to Beneficiary, for the period of this Deed of Trust, all of Borrower's rights, title, and interest in and to all proceeds from any insurance policy, whether or not required by Beneficiary, that are due, paid or payable with respect to any damage to the Property, whether the policy was in effect before, on, or after the date of this Deed of Trust. In the event of loss or damage to the Property, Borrower shall give prompt written notice to insurance carrier, Beneficiary, and Trustee.
7. That Beneficiary shall have the right to inspect the Property from time to time.
8. That Borrower will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063; Executive Order 11246; Architectural Barriers Act of 1968; and Americans with Disabilities Act.
9. That, in accordance with applicable law, Beneficiary may from time to time appoint a successor to the Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

REQUIREMENTS DURING THE AFFORDABILITY PERIOD

1. The number of designated Affordable Housing Fund units is seventeen (17) The Affordable Housing Fund units include 17 one-bedroom units. These units are considered "floating units." At all times 17 units shall meet the Affordable Housing Fund requirements.
2. The designated Affordable Housing Fund units may not be rented to a household whose income exceeds 50% of AMI adjusted for family size as determined by HUD. Adjusted income shall be calculated according to the HUD guidelines. The Borrower shall on an annual basis collect and review tenant income information for the unit and provide a copy to the Beneficiary. If upon annual income review an over-income tenant is residing in the floating unit, the next available unit must be rented to an income eligible tenant.
3. The maximum allowable Affordable Housing Fund rent shall be reduced if the tenant pays the utilities. Only utility allowances prepared and used by the Housing Authority of the City of Vancouver shall be used.
4. For the designated Affordable Housing Fund units:

Maximum rents and utility allowances must be reviewed and approved by the Beneficiary. The Project owner shall reexamine and verify the income of each tenant household living in each unit at least annually. Any increase in rent is subject to the provisions of outstanding leases, and in any event, tenants shall be given not less than thirty days prior written notice of any increase.
5. The Borrower shall not refuse leasing to a holder of a certificate for family participation under 24 CFR Part 882, or a rental voucher under 24 CFR Part 887, or to the holder of a comparable document evidencing participation in a HOME tenant based assistance program because of the status of the prospective tenant as a holder of such certificate.

RETURNED PAYMENT

If a payment of the indebtedness secured by this Deed of Trust is returned because of insufficient funds or any other reason, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, at Beneficiary's sole discretion: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check,

provided any such check is drawn upon an institution whose deposits are insured by a federal agency; or (d) Electronic Funds Transfer.

PARTIAL PAYMENT

Beneficiary may return any payment or partial payment if the payment or partial payment is insufficient to bring the Borrower current in its obligations under the Note and this Deed of Trust. Beneficiary may accept any payment or partial payment insufficient to bring Borrower's current in its obligations under the Note and this Deed of Trust without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such payments are accepted.

FAILURE TO PERFORM

A failure by the Borrower to perform the covenants or satisfy the conditions in this Deed of Trust shall give to either the Beneficiary or the Trustee the option to declare the unpaid balance due on the Note, and any other indebtedness secured hereby, at once due and payable, and this Deed of Trust may be foreclosed at any time thereafter.

INSURANCE

In the event that Borrower fails to provide or maintain insurance as provided herein, Beneficiary may obtain insurance coverage, at Beneficiary's option and Borrower's expense. Beneficiary is under no obligation to purchase any particular type or amount of coverage, therefore such coverage might insure Beneficiary against loss, but might or might not insure Borrower. Any amounts that Beneficiary pays as insurance premiums under this provision shall become additional debt of Borrower secured by this Deed of Trust shall relate back to the original debt, and shall bear interest at the Note rate from the date Beneficiary pays a premium until Borrower repays that amount in full, and shall be payable immediately upon written notice to Borrower from Beneficiary.

HAZARDOUS SUBSTANCES

Borrower shall not cause, allow, or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances on or in the Property. As used herein, "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by state or federal law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. The preceding requirement does not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances both of kinds and of amounts that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property, including but not limited to Hazardous Substances commonly found in consumer products. Borrower shall promptly give Beneficiary written notice of any investigation, claim, citation, demand, lawsuit, charge, or any other action that is commenced or threatened against it by any governmental agency or private party concerning Hazardous Substances on the Property.

ACCELERATION AND FORECLOSURE

The Beneficiary is authorized by the Borrower (in accordance with the foregoing) to declare at its option all or any part of the indebtedness secured by this Deed of Trust immediately due and payable upon: (1) the Beneficiary's discovery of either the Borrower's failure to disclose any fact deemed by the Beneficiary to be material to the making of the loan or material to any of the agreements entered into by the Borrower with the Beneficiary (including, but not limited to, the Note and Deed of Trust), or any misrepresentation by, on behalf of, or for the benefit of, the Borrower during the entire term of this Deed of Trust; (2) the change of Use of the Property; (3) the sale or other transfer of all or any part of the Property or of any interest in the Property; or (4) any other material breach of the terms of this Deed of Trust or the Note. This Deed of Trust may be foreclosed by advertisement and sale in accordance with prevailing law of the State of Washington at the time of foreclosure. In the event of such foreclosure, the Beneficiary shall be entitled to recover its reasonable expenses, trustee fees and, as provided herein, attorney fees.

RECONVEYANCE

Upon payment or forgiveness of all sums secured by this Deed of Trust, and Borrower's satisfaction and performance of all conditions and covenants of this Deed or Trust and compliance with all other provisions of the Note and this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender to Trustee this Deed of Trust and the Note evidencing the debt secured by this Deed of Trust. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Beneficiary or Trustee may charge the person or persons legally entitled to the Property a fee for the reconveyance, subject to applicable law.

SUBSTITUTE TRUSTEE

In accordance with applicable law, Beneficiary may from time to time appoint a successor to any Trustee appointed hereunder who has ceased to act as such. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power and duties conferred upon the Trustee herein.

VENUE AND CHOICE OF LAW

This Deed of Trust shall be governed and enforced in accordance with the laws of the State of Washington, not including and notwithstanding rules governing conflicts of law. Jurisdiction over and venue of any suit to enforce, interpret, construe or otherwise in connection herewith may, at Beneficiary’s option, be had in Clark County, Washington.

ATTORNEYS’ FEES

In the event of any proceeding, suit or action to enforce, interpret, or foreclose this Deed of Trust, and if, and only if Beneficiary prevails in such action, Beneficiary shall be entitled to recover its reasonable attorneys’ fees and costs, including without limitation any attorneys’ fees incurred by Beneficiary in any bankruptcy proceeding. In the event of any kind of appeal, the losing party on appeal agrees to pay all reasonable costs and fees, including attorneys’ fees and costs incurred in connection with the appeal.

EMINENT DOMAIN

Borrower further agrees that in the event any portion or all of the Property is taken under right of eminent domain or condemnation, Beneficiary shall have the right to require that the compensation be paid to Beneficiary and applied, first, to the Beneficiary’s reasonable costs and attorney fees and second, to the indebtedness secured by this Deed of Trust.

CONSTRUCTION: TITLES

In construing this Deed of Trust, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, and that references to Beneficiary or Borrower include any transferee, to whatever extent transfer is permitted under this Deed of Trust. The section titles provided herein are meant as references only and for ease of reading, and are not intended to carry any legal significance.

BY SIGNING BELOW, Borrower expressly accepts and agrees to the terms and covenants contained in this Deed of Trust, the Note, and any other documents recorded in conjunction with it, as mentioned herein:

BORROWER: _____
Housing Initiative LLC
By: Sierk Braam
Title: Manager

CORPORATE NOTARY

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Sierk Braam, known to me as the Manager of Housing Initiative LLC, a Washington limited liability company, which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

Place notary seal centered on page below

REQUEST FOR FULL RECONVEYANCE

To _____, Trustee:

The undersigned, The City of Vancouver Washington, through its Affordable Housing Fund (Beneficiary), is the legal owner and holder of all indebtedness and other obligations evidenced by that certain Promissory Note made on _____, 20__ by _____, a Washington non-profit corporation (Borrower), and secured by that certain Deed of Trust made _____, 20__ by Borrower as grantor in favor of Beneficiary as grantee, recorded as Auditor's fee/file No. _____, records of Clark County, Washington; and pursuant to which you are the Trustee.

YOU ARE HEREBY DIRECTED, on payment to you of any sums owing to you under the terms of said Deed of Trust or pursuant to statute, to reconvey, without warranty, to the party or parties entitled thereto by the terms of said Deed of Trust, the estate now held by you under the same.

All sums due and other obligations secured by said Deed of Trust have been fully paid and satisfied, and you are directed to cancel all evidence of indebtedness secured by said Deed of Trust (which are delivered to you herewith together with said Deed of Trust).

Dated: _____

City Manager, or his designate
City of Vancouver, Washington

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this ____ day of _____, ____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the _____, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of Washington,
My Commission Expires: _____

EXHIBIT A:
PROPERTY LEGAL DESCRIPTION

This EXHIBIT A is attached to and part of the DEED OF TRUST dated as of _____, 2019 between Housing Initiative LLC, a Washington limited liability company, as "Borrower", and the City of Vancouver, Washington, as "Beneficiary".

Tax ID #: 110010000

Description:

A portion of Lot 4 and Lot 5 of Ohlinger Subdivision, according to the Plat thereof recorded in Book "D" of Plats, at Page 98, records of Clark County, Washington described as follows: COMMENCING at the Northwest corner of the South 90.00 feet of Lot 3 of said Plat, said point being on the East right-of-way line of NE 78th Avenue, 30.00 feet from, when measured perpendicular to, centerline of said Avenue; THENCE South 01° 18' 19" West, along said East right-of-way line, a distance of 198.90 feet to the TRUE POINT OF BEGINNING; THENCE leaving said East right-of-way line, South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 235.92 feet; THENCE South 01° 00' 13" West, a distance of 121.28 feet to a point on the North right-of-way line of NE 32nd Street, said point being 20.00 feet from, when measured perpendicular to, the centerline of said Street; THENCE North 88° 59' 11" West, along said North right-of-way line, a distance of 216.46 feet a point on an 20.00 foot radius curve to the right; THENCE along said 20.00 that radius curve to the right (the long chord of which bears North 43° 50' 26" West, a distance of 23.36 feet), an arc distance of 31.52 feet to an point on the East right of way of said NE 78th Avenue, said point bears South 01° 18' 19" West from the TRUE POINT OF BEGINNING; THENCE North 01° 18' 19" East, along said East right-of-way line, a distance of 101.14 feet to the TRUE POINT OF BEGINNING. Containing 28559 square feet, more or less EXC PTN DD TO RD PER EXCISE 765206 also FOR ASSESSOR USE ONLY A portion of Lot 5 of Ohlinger Subdivision, according to the Plat thereof recorded in Book "D" of Plats, at Page 98, records of Clark County, Washington described as follows: COMMENCING at the Northwest corner of the South 90.00 feet of Lot 3 of said Plat, said point being on the East right-of-way line of NE 78th Avenue, 30.00 feet from, when measured perpendicular to the centerline of said Avenue; THENCE South 01° 18' 19" West, along said East right-of-way line, a distance of 198.90 feet; THENCE leaving said East right-of-way line, South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 235.92 feet to the TRUE POINT OF BEGINNING; THENCE North 01° 06' 13" East a distance of 32.10 feet; THENCE South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 112.55 feet to a point on the West line of the East 134.00 feet of said Lot 5, as measured along the South line thereof; THENCE South 00° 50' 25" West, along said West line, a distance of 153.40 feet to North right-of- way line of NE 32nd Street, said point being 20.00 feet from, when measured perpendicular to, the centerline of said Street; THENCE North 88° 59' 11" West, along said North right-of-way Line, a distance of 112.99 feet a point which bears South 01° 00' 13" West from the TRUE POINT OF BEGINNING; THENCE North 01° 00' 13" East, a distance of 121.28 feet to the TRUE POINT OF BEGINNING. Containing 17,297 square feet, more or less EXC PTN DD TO RD PER EXCISE 765207

When Recorded Return To:

City of Vancouver
Affordable Housing Fund Program
PO 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

**CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING COVENANT**

Grantor/Borrower: Housing Initiative LLC
Beneficiary: City of Vancouver by and through Affordable Housing Fund
Funding Source: Affordable Housing Fund
Grantee/Trustee: Clark County Title
Assessor’s Tax ID#: 110010000
Legal Description: OHLINGER SUBDIV ADJ LOT 4 I.02A
Full legal description attached as Exhibit A
Address: 3209 NE 78TH AVE, VANCOUVER, WA 98662 and
7818 NE 32ND ST, VANCOUVER, WA 98662
Contract Number: PRJ100322-2018AHF-Housing Initiative Pacific

This Low Income Housing Covenant (the "Covenant") is made between Housing Initiative LLC, a Washington limited liability company (hereinafter “Borrower”), whose address is 2500 Main Street, Vancouver, WA 98660 and the City of Vancouver, Washington (a municipal corporation)(hereinafter “Beneficiary”), in consideration for the financial assistance provided by the City of Vancouver Affordable Housing Program to Housing Initiative LLC pursuant to an Affordable Housing Fund Agreement, Contract Number PRJ100322-2018AHF-Housing Initiative Pacific (the "Contract"), for the construction of The Pacific at the site described as follows:

Assessor’s Tax ID# and Abbreviated Legal Description:

110010000 – OHLINGER SUBDIV ADJ LOT 4 I.02A
Full legal description attached as Exhibit A.

This Covenant will be filed and recorded in the official public land records of Clark County, Washington and shall constitute a restriction upon the use of the property described herein, subject to and in accordance with the terms of this Covenant, during the City of Vancouver Housing affordability period lasting from December 1, 2020 to December 1, 2040.

The covenants contained herein are to be taken and construed as covenants running with the land and shall pass to and be binding upon the Grantor, his successors and assigns heirs, grantees, or lessees of the Property for the duration of the affordability period. Each and every contract, deed or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, that during the affordability period:

Borrower will preserve seventeen (17) units in this Property as long-term affordable rental units for low income people with incomes, at the time of initial occupancy, at fifty percent (50%) or less of the median income in Clark County, Washington, adjusted for family size, as estimated from time to time by the United States Department of Housing and Urban Development (HUD). If HUD ceases to provide such estimates of median income, then median income shall mean such comparable figures for Clark County, Washington published or reported by a federal, state, or local agency as the County shall select. Borrower will obtain approval from the City of Vancouver Housing Program staff prior to entering into any agreements for use of the property.

In keeping with the responsibility that accompanies the use of public funds, Borrower shall keep all records and make any reports relating to compliance with this Covenant Agreement that the Beneficiary may reasonably require. In addition, Borrower agrees that Beneficiary, by and through the City of Vancouver staff, may at any reasonable time and upon reasonable notice review Borrower for matters consistent with this Covenant, in accordance with applicable law.

DEFAULT: If a violation of this Covenant occurs, the Beneficiary may, after 30 days notice to the Borrower, institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Borrower of its obligations hereunder; provided that, the Borrower shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

IN WITNESS HEREOF, Housing Initiative LLC, a Washington limited liability company, has executed this Covenant on the _____ day of _____, 2019.

BORROWER: _____
Housing Initiative LLC
By: Sierk Braam
Title: Manager

CORPORATE NOTARY

[illegible]

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Sierk Braam, known to me as the Manager of Housing Initiative LLC, a Washington limited liability corporation, which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto the day and year in the certificate above written.

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

Place notary seal centered on page below

EXHIBIT A:
PROPERTY LEGAL DESCRIPTION

This EXHIBIT A is attached to and part of the COVENANT dated as of _____, 2019 between Housing Initiative LLC, a Washington limited liability company, as "Borrower", and the City of Vancouver, Washington, as "Beneficiary".

Tax ID #: 110010000

Description:

A portion of Lot 4 and Lot 5 of Ohlinger Subdivision, according to the Plat thereof recorded in Book "D" of Plats, at Page 98, records of Clark County, Washington described as follows: COMMENCING at the Northwest corner of the South 90.00 feet of Lot 3 of said Plat, said point being on the East right-of-way line of NE 78th Avenue, 30.00 feet from, when measured perpendicular to, centerline of said Avenue; THENCE South 01° 18' 19" West, along said East right-of-way line, a distance of 198.90 feet to the TRUE POINT OF BEGINNING; THENCE leaving said East right-of-way line, South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 235.92 feet; THENCE South 01° 00' 13" West, a distance of 121.28 feet to a point on the North right-of-way line of NE 32nd Street, said point being 20.00 feet from, when measured perpendicular to, the centerline of said Street; THENCE North 88° 59' 11" West, along said North right-of-way line, a distance of 216.46 feet a point on an 20.00 foot radius curve to the right; THENCE along said 20.00 that radius curve to the right (the long chord of which bears North 43° 50' 26" West, a distance of 23.36 feet), an arc distance of 31.52 feet to an point on the East right of way of said NE 78th Avenue, said point bears South 01° 18' 19" West from the TRUE POINT OF BEGINNING; THENCE North 01° 18' 19" East, along said East right-of-way line, a distance of 101.14 feet to the TRUE POINT OF BEGINNING. Containing 28559 square feet, more or less EXC PTN DD TO RD PER EXCISE 765206 also FOR ASSESSOR USE ONLY A portion of Lot 5 of Ohlinger Subdivision, according to the Plat thereof recorded in Book "D" of Plats, at Page 98, records of Clark County, Washington described as follows: COMMENCING at the Northwest corner of the South 90.00 feet of Lot 3 of said Plat, said point being on the East right-of-way line of NE 78th Avenue, 30.00 feet from, when measured perpendicular to the centerline of said Avenue; THENCE South 01° 18' 19" West, along said East right-of-way line, a distance of 198.90 feet; THENCE leaving said East right-of-way line, South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 235.92 feet to the TRUE POINT OF BEGINNING; THENCE North 01° 06' 13" East a distance of 32.10 feet; THENCE South 88° 59' 47" East, parallel with the North line of the South 90.00 feet of said Lot 3, a distance of 112.55 feet to a point on the West line of the East 134.00 feet of said Lot 5, as measured along the South line thereof; THENCE South 00° 50' 25" West, along said West line, a distance of 153.40 feet to North right-of-way line of NE 32nd Street, said point being 20.00 feet from, when measured perpendicular to, the centerline of said Street; THENCE North 88° 59' 11" West, along said North right-of-way Line, a distance of 112.99 feet a point which bears South 01° 00' 13" West from the TRUE POINT OF BEGINNING; THENCE North 01° 00' 13" East, a distance of 121.28 feet to the TRUE POINT OF BEGINNING. Containing 17,297 square feet, more or less EXC PTN DD TO RD PER EXCISE 765207



Staff Report 097-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019

SUBJECT Approval of boundary line adjustment and deed for Christensen Boatyard

Key Points

- Vigor Works is acquiring an interest in the Christensen Yachts property to locate its boat manufacturing business. This will bring 400 good paying jobs to Vancouver.
- In the course of conducting due diligence, it was determined that Christensen is occupying a strip of City property.
- The boundary line adjustment and deed will clear title to this strip.

Strategic Plan Alignment

Goal 9, Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

Christensen Yachts is encroaching on a strip of land (30'X190') owned by the City. A boundary line adjustment and quit claim deed will transfer ownership of this strip to Christensen in exchange for payment of the FMV of \$34,758.00. The property is owned by the City's utility which is not in need of the strip.

Advantage(s)

This transaction will help facilitate the location of a new manufacturing business in the city providing 400 family wage paying jobs.

Disadvantage(s)

None

Budget Impact

The City will receive \$34,758.00 for the strip of land described above.

Prior Council Review

The City Council has been made aware of the location of Vigor Works in the city.

Action Requested

Approve the boundary line adjustment and quit claim deed with Christensen Yachts and authorize the City Manager or designee to execute the same.

Chad Eiken, Community and Economic Development Director, 487-7882; Bronson Potter, City Attorney, 487-8521

ATTACHMENTS:

- ▢ BLA and quit claim deed

After recording, return to:

**DECLARATION OF BOUNDARY LINE ADJUSTMENT
AND
QUIT CLAIM DEED**

Title of Document: Boundary Line Adjustment and Quit Claim Deed
Grantor(s): City of Vancouver, a Municipal Corporation
Grantee(s): Christensen Group, Inc., a Washington corporation
Abbreviated Legal description: Portion of Tax Lots 118, 128, 146, 152, 157 of John Nye DLC in NE Quarter of Section 36, Township 2 North, Range 1 East WM

Assessor's Tax Parcel ID#(s): 37910115; 37910158

THE GRANTOR, City of Vancouver, a Municipal Corporation, for and in consideration of valuable considerations as set out in part below, and for the purpose of adjusting the boundary between the pre-adjustment Parcel A legally described in the attached Exhibit A and pre-adjustment Parcel B legally described in the attached Exhibit B hereby conveys and Quit Claims to Christensen Group, Inc., a Washington corporation the real estate situated in the City of Vancouver, County of Clark, State of Washington, as legally described in the attached Exhibit C and depicted in the attached Exhibit D so that the post-adjustment Parcel A is as described in the attached Exhibit E and the post-adjustment Parcel B is as described in the attached Exhibit F.

The boundary line adjustment will not result in the creation of an additional lot and is therefore in compliance with RCW 58.17.040(6).

Consideration for the transfer of the above-described real estate is the total payment of thirty-four thousand seven hundred and fifty eight dollars (\$34,758.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

DATED this ____ day of _____, 2019.

GRANTOR:
CITY OF VANCOUVER
A Washington municipal corporation

APPROVED AS TO FORM:

By: _____
Eric Holmes, City Manager

By: _____
E. Bronson Potter, City Attorney

STATE OF WASHINGTON)
) ss.:
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Eric J. Holmes is the person who appeared before me, and that said person acknowledged that he is the authorized person to execute this instrument as the City Manager of the City of Vancouver, of Clark County, Washington, and who signed this Quit Claim Deed and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2019.

Notary Public
Residing at _____
My commission expires: _____

EXHIBIT A
Pre-adjustment Parcel A
Assessor's Parcel No. 37910115

A parcel of property in the John Nye Donation Land Claim in the Northeast quarter of Section 36, Township 2 North, Range 1 East and the Northwest quarter of Section 31, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89° 13' 33" East 1084.10 feet and South 00° 46' 27" West 1410.26 feet from the Northwest corner of said Northeast quarter of said Section 36 as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records;

THENCE North 88° 09' 50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No. 2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No. 2 and the TRUE POINT OF BEGINNING;

THENCE continuing North 88° 09' 50" East along the North line of a 30.00 foot railroad easement as recorded under Auditor's File # 8701210204 of Clark County records 283.12 feet to a 588.81 foot radius curve to the left;

THENCE along said North line and around said 588.81 foot radius curve to the left 26.02 feet;

THENCE North 01° 49' 01" West 226.10 feet to the South right-of-way line of the Burlington Northern Railroad said point being on a 5654.58 foot radius curve to the right with a tangent bearing of South 78° 53' 12" East into said 5654.58 foot radius curve at this point;

THENCE along said South right-of-way line and around said 5654.58 foot radius curve to the right 92.52 feet;

THENCE South 01° 49' 01" East 193.67 feet to said North line of the 30.00 foot railroad easement and a 588.81 foot radius curve to the left with a tangent bearing of North 76° 48' 02" East into said 588.81 foot radius curve to the left;

THENCE along said North line and around said 588.81 foot radius curve to the left 76.36 feet;

THENCE North 69° 22' 12" East along said North line 64.36 feet to a 618.81 foot radius curve to the right;

THENCE along said North line and around said 618.81 foot radius curve to the Railroad right 246.44 feet to said South right-of-way line of the Burlington Northern;

THENCE South 16° 04' 16" West along said South right-of-way line 11.38 feet to an angle point in said South right-of-way line and a 5629.58 foot radius curve to the right with a tangent bearing of South 73° 55' 44" East into said 5629.58 foot radius curve at this point;

THENCE along said South right-of-way line and around said 5629.58 foot radius curve to the right 517.93 feet;

THENCE South 01° 50' 10" East 76.90 feet to the Northeast corner of parcel "A" of those tracts conveyed to L & L Land by deed recorded under Auditor's File # 8808300148 of Clark County records;

THENCE South 88° 09' 50" West along the North line of said parcel "A" and parcel B of those tracts conveyed to L & L Land by deed recorded under Auditor's File # 8808300148 of Clark County records 60.00 feet to the West line of

said parcel B;

THENCE South 01° 50' 10" East along the West line of said parcel "B" a distance of 47.00 feet;

THENCE South 88° 09' 50" West 698.01 feet;

THENCE South 00° 52' 00" East 191.14 feet to the North line of that parcel described in exhibit "C" of those tracts conveyed to the City of Vancouver by deed recorded under Auditor's File # 8808300150 of Clark County records;

THENCE South 88° 09' 50" West along said North line 503.78 feet to the East line of said 4400 Columbia Way, Inc. Tract No. 2;

THENCE North 00° 52' 00" West along said East line 424.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT the following described property:

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows: (037910168)

Commencing at a point that is South 89° 13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County Records; Thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County Records (from hereafter referred to as 4400 Columbia Way, Inc. tract No. 2) a distance 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No. 2; Thence North 88°09'50" East 193.03 feet; Thence South 00°52'00" East distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No. 8701210204 of Clark County Records to the True Point of Beginning; Thence North 88°09'50" East 90.59 feet to a point of curvature; Thence along a tangent 618.81 foot radius curve to the left through a central angle of 18°47'38" for 202.98 feet, the long chord of which bears North 78°46'01" East 202.07 feet; Thence North 69°22'12" East, 22.69 feet; Thence South 00°52'00" East, 434.30 feet to the North line of parcel dedicated to the City of Vancouver in Auditor's File No. 8808300149; Thence South 88°09'50" West, 394.99 feet to a point which is North 88°09'50" East 108.79 feet from the southwest corner of parcel described in Auditor's File No. 8912180040; Thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" for 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; Thence North 6°27'26" East, 18.54 feet to a point of curvature; Thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; Thence North 30°06'59" East, 83.08 feet; to a point of curvature; Thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; Thence North 00°52'00" West a distance of 223.59 feet to the True Point of Beginning.

ALSO EXCEPT the following described property:

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89°13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of Section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records; thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by

memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No.2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No.2; thence South 00°52'00" East along the East line of said 4400 Columbia Way, Inc. Tract No.2 a distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No.8701210204 of Clark County Records and the TRUE POINT OF BEGINNING; thence continuing South 00°52'00" East along said East line a distance of 393.99 feet to the North line of that tract described in Exhibit "C" as conveyed to the City of Vancouver by deed recorded under Auditor's File No. 8808300150 of Clark County Records; thence North 88°09'50" East along said North line 108.79 feet to a non-tangent point of curvature; thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; thence North 6°27'26" East 18.54 feet to a point of curvature; thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; thence North 30°06'59" East, 83.08 feet, to a point of curvature; thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; thence North 0°52'00" West, 223.59 feet; thence South 88°09'50" West 193.03 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT any portion lying East of the East line of Section 36.

ALSO EXCEPT any portion lying South of the South line of a 30 foot railroad easement as recorded under Auditor's File No. 8701210204.

EXHIBIT B
Pre-adjustment Parcel B
“Parcel IV” of Assessor’s Parcel No. 37910158

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89°13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of Section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records; thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No.2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No.2; thence South 00°52'00" East along the East line of said 4400 Columbia Way, Inc. Tract No.2 a distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No.8701210204 of Clark County Records and the TRUE POINT OF BEGINNING; thence continuing South 00°52'00" East along said East line a distance of 393.99 feet to the North line of that tract described in Exhibit "C" as conveyed to the City of Vancouver by deed recorded under Auditor's File No. 8808300150 of Clark County Records; thence North 88°09'50" East along said North line 108.79 feet to a non-tangent point of curvature; thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; thence North 6°27'26" East 18.54 feet to a point of curvature; thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; thence North 30°06'59" East, 83.08 feet, to a point of curvature; thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; thence North 0°52'00" West, 223.59 feet; thence South 88°09'50" West 193.03 feet to the TRUE POINT OF BEGINNING.

EXHIBIT C

Legal Description of portion being conveyed/adjusted

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, from which the northeast corner of the Northeast Quarter of said Section 36, bears South 89°13'33" East, a distance of 2630.08 feet, as shown on Record of Survey, recorded in Book 26 of Surveys, Page 90, records of Clark County, Washington;

thence South 89°13'33" East, along the north line of the Northeast Quarter of said Section 36, a distance of 1084.10 feet;

thence South 00°46'27" West, a distance of 1410.26 feet;

thence North 88°09'50" East, a distance of 469.57 feet to the **Point of Beginning**;

thence South 00°52'00" East, a distance of 30.01 feet;

thence North 88°09'50" East, a distance of 193.03 feet;

thence North 00°52'00" West, a distance of 30.01 feet;

thence South 88°09'50" West, a distance of 193.03 feet to the **Point of Beginning**;

Containing 5,793 square feet or 0.133 acres, more or less.

SUBJECT TO:

Existing rights-of-way and easements of record and or appearing on said above described parcel.

END OF DESCRIPTION

Prepared by this office:

h2 Surveying, LLC

EXHIBIT D

Depiction

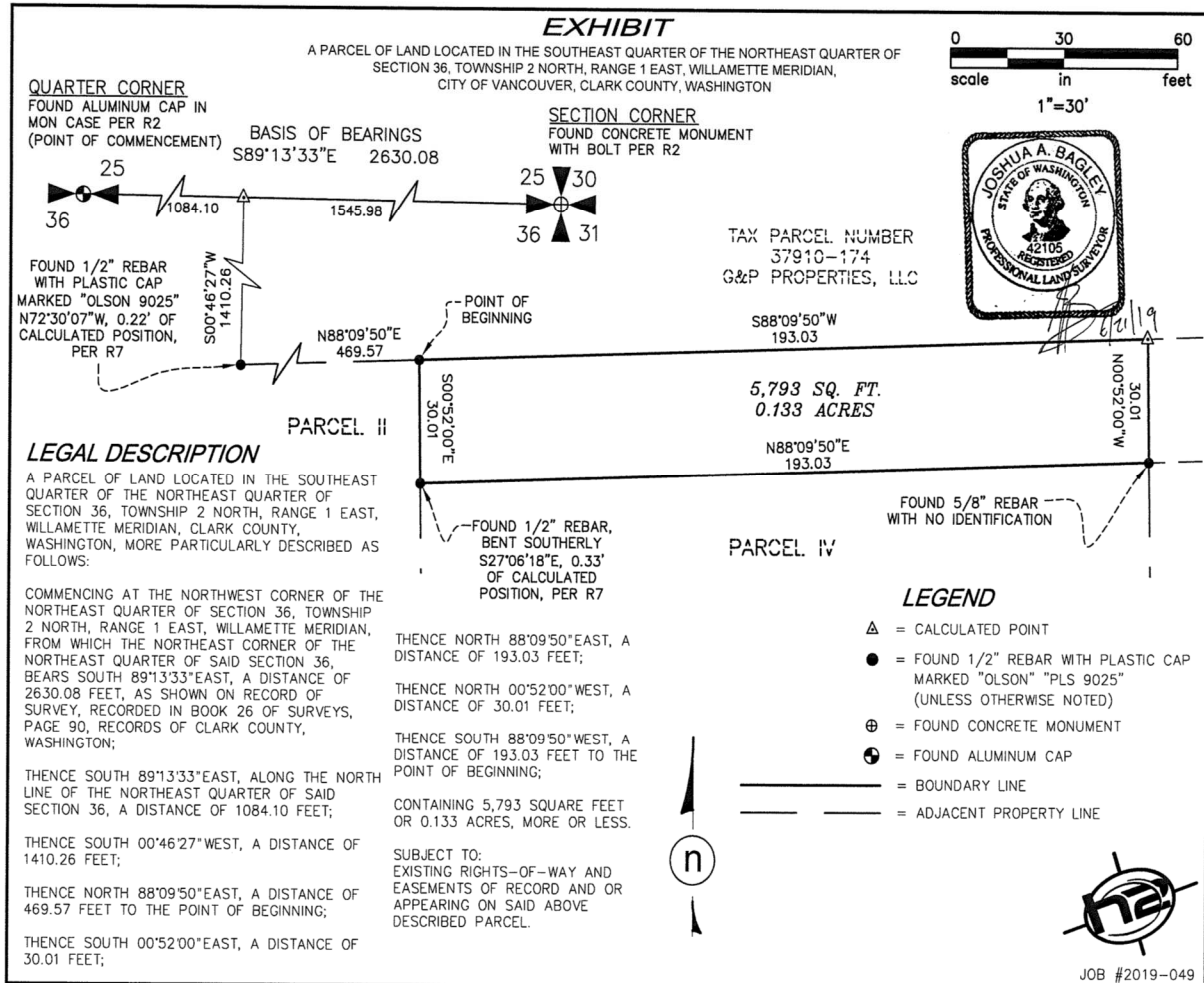


EXHIBIT E

Post-adjustment Parcel A
Assessor's Parcel No. 37910115

A parcel of property in the John Nye Donation Land Claim in the Northeast quarter of Section 36, Township 2 North, Range 1 East and the Northwest quarter of Section 31, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89° 13' 33" East 1084.10 feet and South 00° 46' 27" West 1410.26 feet from the Northwest corner of said Northeast quarter of said Section 36 as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records;

THENCE North 88° 09' 50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No. 2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No. 2 and the TRUE POINT OF BEGINNING;

THENCE continuing North 88° 09' 50" East along the North line of a 30.00 foot railroad easement as recorded under Auditor's File # 8701210204 of Clark County records 283.12 feet to a 588.81 foot radius curve to the left;

THENCE along said North line and around said 588.81 foot radius curve to the left 26.02 feet;

THENCE North 01° 49' 01" West 226.10 feet to the South right-of-way line of the Burlington Northern Railroad said point being on a 5654.58 foot radius curve to the right with a tangent bearing of South 78° 53' 12" East into said 5654.58 foot radius curve at this point;

THENCE along said South right-of-way line and around said 5654.58 foot radius curve to the right 92.52 feet;

THENCE South 01° 49' 01" East 193.67 feet to said North line of the 30.00 foot railroad easement and a 588.81 foot radius curve to the left with a tangent bearing of North 76° 48' 02" East into said 588.81 foot radius curve to the left;

THENCE along said North line and around said 588.81 foot radius curve to the left 76.36 feet;

THENCE North 69° 22' 12" East along said North line 64.36 feet to a 618.81 foot radius curve to the right;

THENCE along said North line and around said 618.81 foot radius curve to the Railroad right 246.44 feet to said South right-of-way line of the Burlington Northern;

THENCE South 16° 04' 16" West along said South right-of-way line 11.38 feet to an angle point in said South right-of-way line and a 5629.58 foot radius curve to the right with a tangent bearing of South 73° 55' 44" East into said 5629.58 foot radius curve at this point;

THENCE along said South right-of-way line and around said 5629.58 foot radius curve to the right 517.93 feet;

THENCE South 01° 50' 10" East 76.90 feet to the Northeast corner of parcel "A" of those tracts conveyed to L & L Land by deed recorded under Auditor's File # 8808300148 of Clark County records;

THENCE South 88° 09' 50" West along the North line of said parcel "A" and parcel B of those tracts conveyed to L & L Land by deed recorded under Auditor's File # 8808300148 of Clark County records 60.00 feet to the West line of said parcel B;

THENCE South 01° 50' 10" East along the West line of said parcel "B" a distance of 47.00 feet;

THENCE South 88° 09' 50" West 698.01 feet;

THENCE South 00° 52' 00" East 191.14 feet to the North line of that parcel described in exhibit "C" of those tracts conveyed to the City of Vancouver by deed recorded under Auditor's File # 8808300150 of Clark County records;

THENCE South 88° 09' 50" West along said North line 503.78 feet to the East line of said 4400 Columbia Way, Inc. Tract No. 2;

THENCE North 00° 52' 00" West along said East line 424.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT the following described property:

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows: (037910168)

Commencing at a point that is South 89° 13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County Records; Thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County Records (from hereafter referred to as 4400 Columbia Way, Inc. tract No. 2) a distance 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No. 2; Thence North 88°09'50" East 193.03 feet; Thence South 00°52'00" East distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No. 8701210204 of Clark County Records to the True Point of Beginning; Thence North 88°09'50" East 90.59 feet to a point of curvature; Thence along a tangent 618.81 foot radius curve to the left through a central angle of 18°47'38" for 202.98 feet, the long chord of which bears North 78°46'01" East 202.07 feet; Thence North 69°22'12" East, 22.69 feet; Thence South 00°52'00" East, 434.30 feet to the North line of parcel dedicated to the City of Vancouver in Auditor's File No. 8808300149; Thence South 88°09'50" West, 394.99 feet to a point which is North 88°09'50" East 108.79 feet from the southwest corner of parcel described in Auditor's File No. 8912180040; Thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" for 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; Thence North 6°27'26" East, 18.54 feet to a point of curvature; Thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; Thence North 30°06'59" East, 83.08 feet; to a point of curvature; Thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; Thence North 00°52'00" West a distance of 223.59 feet to the True Point of Beginning.

ALSO EXCEPT the following described property:

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89°13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of Section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records; thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No.2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No.2; thence South 00°52'00" East along the East line of said 4400 Columbia Way, Inc. Tract No.2 a distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No.8701210204 of Clark County Records and the TRUE POINT OF BEGINNING; thence continuing South

00°52'00" East along said East line a distance of 393.99 feet to the North line of that tract described in Exhibit "C" as conveyed to the City of Vancouver by deed recorded under Auditor's File No. 8808300150 of Clark County Records; thence North 88°09'50" East along said North line 108.79 feet to a non-tangent point of curvature; thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; thence North 6°27'26" East 18.54 feet to a point of curvature; thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; thence North 30°06'59" East, 83.08 feet, to a point of curvature; thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; thence North 0°52'00" West, 223.59 feet; thence South 88°09'50" West 193.03 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT any portion lying East of the East line of Section 36.

ALSO EXCEPT any portion lying South of the South line of a 30 foot railroad easement as recorded under Auditor's File No. 8701210204.

ALSO EXCEPT that portion described as follows:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, from which the northeast corner of the Northeast Quarter of said Section 36, bears South 89°13'33" East, a distance of 2630.08 feet, as shown on Record of Survey, recorded in Book 26 of Surveys, Page 90, records of Clark County, Washington;

thence South 89°13'33" East, along the north line of the Northeast Quarter of said Section 36, a distance of 1084.10 feet;

thence South 00°46'27" West, a distance of 1410.26 feet;

thence North 88°09'50" East, a distance of 469.57 feet to the **Point of Beginning**;

thence South 00°52'00" East, a distance of 30.01 feet;

thence North 88°09'50" East, a distance of 193.03 feet;

thence North 00°52'00" West, a distance of 30.01 feet;

thence South 88°09'50" West, a distance of 193.03 feet to the **Point of Beginning**;

EXHIBIT F
Post-adjustment Parcel B
Parcel IV of Assessor's Parcel No. 37910158

A parcel of property in the John Nye D.L.C. in the Northeast quarter of Section 36, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at a point that is South 89°13'33" East 1084.10 feet and South 00°46'27" West 1410.26 feet from the Northwest corner of the Northeast quarter of Section 36, Township 2 North, Range 1 East, as measured along the North line of said Northeast quarter of Section 36 and at right angles to said line, said point also being the Northwest corner of that tract conveyed to 4400 Columbia Way, Inc., a Washington Corporation, by deed recorded under Auditor's File No. 8702040053 of Clark County records; thence North 88°09'50" East along the North line of said 4400 Columbia Way, Inc. tract and the North line of that tract conveyed to 4400 Columbia Way, Inc. by memorandum of contract recorded under Auditor's File No. 8710300060 of Clark County records (from hereafter referred to as 4400 Columbia Way Inc. Tract No.2) a distance of 469.57 feet to the Northeast corner of said 4400 Columbia Way, Inc. Tract No.2; thence South 00°52'00" East along the East line of said 4400 Columbia Way, Inc. Tract No.2 a distance of 30.01 feet to the South line of a 30.00 foot railroad easement as recorded under Auditor's File No.8701210204 of Clark County Records and the TRUE POINT OF BEGINNING; thence continuing South 00°52'00" East along said East line a distance of 393.99 feet to the North line of that tract described in Exhibit "C" as conveyed to the City of Vancouver by deed recorded under Auditor's File No. 8808300150 of Clark County Records; thence North 88°09'50" East along said North line 108.79 feet to a non-tangent point of curvature; thence along a non-tangent 45 foot radius curve to the left through a central angle of 55°00'00" 43.20 feet, the long chord of which bears North 33°24'39" East a distance of 41.56 feet; thence North 6°27'26" East 18.54 feet to a point of curvature; thence along a tangent 90 foot radius curve to the right through a central angle of 23°45'14" for 37.31 feet, the long chord of which bears North 18°14'22" East with a length of 37.05 feet; thence North 30°06'59" East, 83.08 feet, to a point of curvature; thence along a tangent 25 foot radius curve to the left through a central angle of 30°57'59" for 13.51 feet, the long chord of which bears North 14°37'59" East 13.35 feet; thence North 0°52'00" West, 223.59 feet; thence South 88°09'50" West 193.03 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion described as follows:

A parcel of land located in the Southeast Quarter of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, more particularly described as follows:

Commencing at the northwest corner of the Northeast Quarter of Section 36, Township 2 North, Range 1 East, Willamette Meridian, from which the northeast corner of the Northeast Quarter of said Section 36, bears South 89°13'33" East, a distance of 2630.08 feet, as shown on Record of Survey, recorded in Book 26 of Surveys, Page 90, records of Clark County, Washington;

thence South 89°13'33" East, along the north line of the Northeast Quarter of said Section 36, a distance of 1084.10 feet;

thence South 00°46'27" West, a distance of 1410.26 feet;

thence North 88°09'50" East, a distance of 469.57 feet to the **Point of Beginning**;

thence South 00°52'00" East, a distance of 30.01 feet;

thence North 88°09'50" East, a distance of 193.03 feet;

thence North 00°52'00" West, a distance of 30.01 feet;

thence South 88°09'50" West, a distance of 193.03 feet to the **Point of Beginning**



Staff Report 098-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019

SUBJECT Approval of Notice of Intent to impose sales tax for affordable housing

Key Points

- In the 2019 legislative session, the legislature passed SHB 1406 which authorizes cities and counties to impose a .0146 percent sale tax for affordable housing.
- The law requires the city to adopt a Notice of Intent to impose the sales tax prior to January 28, 2020, and an ordinance imposing the tax by July 28, 2020.
- The sales tax is credited against the state share of the sales tax and does not result in any additional sales tax being imposed against the consumer.

Strategic Plan Alignment

Goal 6, Objective 6.2.1: Implementation of the Affordable Housing Task Force recommendations

Present Situation

SHB 1406 provides authority for cities and counties to impose a sales tax of .0146 percent that is credited against the state's share of the sales tax. The revenue can be used for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing. Because it is credited against the state's share of the sales tax, the imposition of this tax will not result in any increase in the sales tax the consumer pays. In order to impose the sales tax, the City must adopt a notice of intent to impose the sales tax and, subsequently, adopt an ordinance imposing the sales tax. The sooner the City adopts the ordinance, the sooner it will begin receiving this revenue.

Advantage(s)

Provides additional funding for affordable housing initiatives.

Disadvantage(s)

None

Budget Impact

It is estimated that this sales tax will generate approximately \$600,000 per year in revenue.

Prior Council Review

None

Action Requested

Adopt a resolution declaring the City's intent to impose the affordable housing sales tax.

Natasha Ramras, Chief Financial Officer, 487-8484; Bronson Potter, City Attorney, 487-8521

ATTACHMENTS:

▣ Resolution

7/08/2019

RESOLUTION NO. M-_____

A RESOLUTION declaring the City's intent to authorize a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"); and

WHEREAS, SHB 1406 authorizes the governing body of a city to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the city median income; and

WHEREAS, there are nearly 18,000 very low income families in Vancouver and approximately 7,000 families in Vancouver spend half of their income on housing; and

WHEREAS, in 2016, the City Council declared the existence of an emergency with regards to very low income housing; and

WHEREAS, in order for the City or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the Council must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

RESOLUTION - 1

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2



Staff Report 098-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019

SUBJECT Approval of Notice of Intent to impose sales tax for affordable housing

Key Points

- In the 2019 legislative session, the legislature passed SHB 1406 which authorizes cities and counties to impose a .0146 percent sale tax for affordable housing.
- The law requires the city to adopt a Notice of Intent to impose the sales tax prior to January 28, 2020, and an ordinance imposing the tax by July 28, 2020.
- The sales tax is credited against the state share of the sales tax and does not result in any additional sales tax being imposed against the consumer.

Strategic Plan Alignment

Goal 6, Objective 6.2.1: Implementation of the Affordable Housing Task Force recommendations

Present Situation

SHB 1406 provides authority for cities and counties to impose a sales tax of .0146 percent that is credited against the state's share of the sales tax. The revenue can be used for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing. Because it is credited against the state's share of the sales tax, the imposition of this tax will not result in any increase in the sales tax the consumer pays. In order to impose the sales tax, the City must adopt a notice of intent to impose the sales tax and, subsequently, adopt an ordinance imposing the sales tax. The sooner the City adopts the ordinance, the sooner it will begin receiving this revenue.

Advantage(s)

Provides additional funding for affordable housing initiatives.

Disadvantage(s)

None

Budget Impact

It is estimated that this sales tax will generate approximately \$600,000 per year in revenue.

Prior Council Review

None

Action Requested

Adopt a resolution declaring the City's intent to impose the affordable housing sales tax.

Natasha Ramras, Chief Financial Officer, 487-8484; Bronson Potter, City Attorney, 487-8521

ATTACHMENTS:

- ▯ Resolution

7/08/2019

RESOLUTION NO. M- 4026

A RESOLUTION declaring the City's intent to authorize a sales and use tax for affordable and supportive housing in accordance with Substitute House Bill 1406.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"); and

WHEREAS, SHB 1406 authorizes the governing body of a city to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, and for the operations and maintenance costs of affordable or supportive housing; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the city median income; and

WHEREAS, there are nearly 18,000 very low income families in Vancouver and approximately 7,000 families in Vancouver spend half of their income on housing; and

WHEREAS, in 2016, the City Council declared the existence of an emergency with regards to very low income housing; and

WHEREAS, in order for the City or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the Council must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

RESOLUTION - 1

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Effective Date. This resolution shall take effect immediately upon its adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this 8th, of July, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2



Staff Report 099-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 7/8/2019
7/15/2019

SUBJECT Revisions to VMC 12.02 Urban Forestry Commission

Key Points

- Current VMC 12.02 was adopted in 1987 and has not been updated.
- Revisions reflect current scope and structure of the Urban Forestry Commission.
- Minor cleanup of definitions for consistency.
- Updates purpose and membership report to Public Works Department.
- Realigns outreach, programs and goals.

Strategic Plan Alignment

N/A

Present Situation

The current Urban Forestry Commission Ordinance (VMC 12.02) was originally adopted in 1987 and has remained unchanged since that time. The code is now outdated and does not reflect current scope and structure. Over the years, the scope of the Urban Forestry Commission has changed slightly from program development to overseeing program implementation and project, policy, and code review. The current code also requires at least one member be a Parks and Recreation Advisory Commissioner (PRAC). PRAC has had difficulty appointing a PRAC member to serve on both commissions. As a result, the Urban Forestry Commission (UFC) has been operating with only six members. The UFC now meets monthly or at least 10 times a year to qualify Vancouver as a Tree City USA, is active in the community and is staffed by the City Forester. Vancouver now has an Urban Forestry Management Plan to help guide the program. The Urban Forestry Program is now part of Vancouver Public Works' Environmental Resource Division, though it maintains close ties to Vancouver Parks and Recreation Department.

Advantage(s)

1. It is in the public interest to protect and manage the urban forest as it provides considerable benefit to the city in reducing stormwater runoff, absorbing air pollutants, providing wildlife

habitat, providing shade, stabilizing soil, and providing considerable aesthetic benefits.

2. The City undertakes efforts that promote the benefits of the urban forest through the adoption of plans, policies and regulations. The City seeks to provide oversight in these efforts through a Commission that will advise the City in the adoption of plans, policy and regulations, and provides for citizen engagement, which is a vital role in City government.
3. Provides seven members appointed by City Council without requiring one Commissioner to serve on two Commissions.
4. Reflects current scope, operating and organizational structure of the Commission.
5. Clarify roles, responsibility and expectations for future Commissioners

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Memo delivered to Council June 25, 2019.

Action Requested

On July 8, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, July 15, 2019.

Charles Ray, Urban Forester, 487-8328

ATTACHMENTS:

- ▣ Ordinance

07/08/19

07/15/19

ORDINANCE NO. M - _____

AN ORDINANCE amending Vancouver Municipal Code (VMC) Chapter 12.02 “Urban Forestry Commission” relating to the urban forestry commission establishment, definitions and Commission structure and providing for savings and an effective date.

WHEREAS, the City’s Strategic Plan provides for the City to continue to build high quality historical and cultural experiences for residents and visitors; and

WHEREAS, the City previously established the Vancouver urban forestry commission for the purposes of preserving, managing and enhancing its urban forest, which contributes to the City’s residents and visitors cultural experiences; and

WHEREAS, the urban forestry commission consists of seven members who have demonstrated an interest in the preservation and enhancement of the urban forest; and

WHEREAS, the urban forestry commission has recently reviewed VMC Chapter 12.02 and wishes to recommend changes to the VMC Chapter 12.02 for approval and adoption by the City Council; and

WHEREAS, the Council determines to adopt the changes in VMC 12.02 as provided for in this Ordinance.

NOW, THEREFORE,

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

SECTION 1. Legislative Findings. The recitals set forth above are adopted as the legislative findings of the City Council of the City of Vancouver in support of adoption of this ordinance.

SECTION 2. Establishment of urban forestry commission – Purpose. Vancouver Municipal Code Section 12.02.010 as last amended by M-2726 is hereby amended as follows:

VMC 12.02.010 Establishment of urban forestry commission – Purpose.

~~There is established a~~ The Vancouver urban forestry commission ~~has been established~~ for the purpose of preserving, managing, conserving and increasing ~~enhancing the existing trees located in the parks and public areas owned by the city of Vancouver and in public right of way~~ the city's urban forest, and thereby ~~enhancing the appearance of the city and protecting an important~~ a vital environmental, social and economic resource ~~for the~~ that ~~benefits all of the city's residents and visitors, and for the purpose of assisting property owners and public agencies to improve and maintain trees in improving and maintaining the urban forest~~ in a manner consistent with adopted city policies. (Ord. M-2726 § 2, 1987)

SECTION 3. Definitions. Vancouver Municipal Code Section 12.02.020 as last amended by M-2726 is hereby amended as follows:

VMC 12.02.020 Definitions.

For the purpose of this chapter, certain terms are defined in this section. When not inconsistent with the context, words in the present tense include the future, words in the singular number include the plural, and words in the plural number include the singular; the masculine includes the feminine. The word "shall" is always mandatory and not merely directory. Other words and terms not herein defined shall have the meaning customarily assigned to them.

~~1.~~ "Arboriculture" means that part of horticulture which deals with the study and care of trees and other woody plants.

~~2.~~ "City" means the incorporated City of Vancouver, Clark County, Washington.

"City Forester" means the City's Urban Forester, or designee.

3. ~~"Commission" means the urban forestry commission.~~

4. ~~"Director" means the director of the department of Vancouver/Clark Parks and Recreation City's Director of Public Works, or designee.~~

5. ~~"Person" means any individual, firm, association, corporation, agency or organization of any kind.~~

6. ~~"Plan" means the tree planting and maintenance plan for streets, parks and public areas, also known as the "urban forestry plan."~~

7. ~~"Pruning" means the cutting or removing of any part of the branching structure of a plant in either the crown, trunk or root areas.~~

8. ~~"Removal" means the cutting or removing of fifty percent or more of the crown, trunk or root system of a plant.~~

9. ~~"Street" means any improved or unimproved public street, including the sidewalk, parking or planting strip, alley and right-of-way, and any pedestrian mall or other public area owned or leased by the city.~~

10. ~~"Director" means the director of Vancouver/Clark Parks and Recreation or the director's designee.~~

11. ~~"Tree" includes only those trees which are located on public property or which are otherwise subject to the jurisdiction of the city by virtue of an agreement, conditional use permit, or other similar provisions. means any self-supporting perennial woody plant, generally single-stemmed, that matures at a height of at least twenty feet and is recognized by the city as a tree.~~

12. ~~"Urban Forestry" means the field of study and practice which has as its objective the cultivation and management of trees and related plants for their present and potential contribution to the physiological, sociological and economical well-being of urban society. Inherent in this function is a comprehensive program designed to educate the urban populace on the role of trees and related plants in the urban environment. In its broadest sense, urban forestry embraces a multi-managerial system that includes watersheds within the city, wildlife habitats, outdoor recreation opportunities, landscape design, recycling of municipal wastes, and tree care in general. the cultivation and management of trees and related plants for their present and potential contribution to the physiological, sociological, environmental and economic well-being of urban society. Inherent in this function is a comprehensive program designed to educate the urban populace on the role of trees and related plants in the urban environment. In its broadest sense, urban forestry is one essential component of a multi-managerial system that includes watersheds within the City, wildlife habitats,~~

outdoor recreation opportunities, landscape design, repurposing of municipal vegetative wastes and tree care in general.

~~13. "Utility" means any public utility, public utility district, or regulated private utility which supplies electrical energy, gas, heat or steam, water, telephonic communications, sewage disposal or treatment, and other similar services but does not include transportation services, such as bus transportation, railroad operations or similar services. (Ord. M 2726 § 3, 1987)~~

“Urban Forest Management Plan (UFMP)” means a long range action plan that coordinates the management and administration of the urban forest. An UFMP is a roadmap that creates a shared vision for the future of the urban forest. It is a detailed plan that coordinates the roles and responsibilities to proactively and effectively manage the urban forest and provide for maximum, long-term benefits to the community.

SECTION 4. Commission – Membership, officers and meetings. Vancouver

Municipal Code Section 12.02.030 as last amended by M-3103 is hereby amended as follows:

VMC 12.02.030 Commission – Membership, officers and meetings.

- a. The urban forestry commission shall consist of seven members who have demonstrated an interest ~~in urban forestry and~~ in the preservation of trees and enhancement of the urban forest and the beautification of Vancouver. Members shall be appointed by ~~the mayor~~ city council, subject to confirmation by the Mayor and city council, and shall serve for a term of four years. Members of the commission may be reappointed to serve two full terms.
- b. At least one member of the commission shall have experience and/or expertise in arboriculture, landscape architecture, or urban forestry.
- ~~c. At least one member of the commission shall also be a member of the Vancouver/Clark Parks and Recreation Commission.~~
- ~~d c.~~ The commission shall elect its own chairperson and vice-chairperson. The commission shall promulgate rules of procedure consistent with this chapter for the conduct of its meetings and ~~for the hearings of appeals within its jurisdiction.~~
- d. The commission shall organize itself, establish committees or subcommittees, and delegate duties for the performance of its work.

e. The commission shall hold ~~regular quarterly meetings~~ at least 10 meetings per year. Such other regular or special meetings may be called as are necessary or desirable and in accordance with law.

f. ~~All seven members of the Commission on or about February 15, 1994 shall draw lots and as a result of such drawing, two members shall have four years to serve, two member shall have three years to serve, and three members shall have one year to serve on the Commission from February 15, 1994. Thereafter, all appointments to the commission shall be for four years. Meetings of the commission, the minutes of its proceedings and its findings and recommendations shall be open to the public. Meeting notifications, agendas, minutes, annual report and other related materials shall be available to the public.~~ (Ord. M-3103 § 1, 1993; Ord. M-2994 § 1, 1992; Ord. M-2726 § 4, 1987)

g. All actions of the commission shall be determined by a majority vote in a meeting at which a quorum is present. A majority of total appointed membership of the commission shall constitute a quorum.

SECTION 5. Commission powers and duties. Vancouver Municipal Code Section

12.02.040 as last amended by M-2726 is hereby amended as follows:

VMC 12.02.040 Commission powers and duties.

The urban forestry commission shall have the following powers and duties:

1. The commission shall develop, renew and update periodically the urban forestry ~~master management~~ plan for the city of Vancouver, and shall submit the same to the city council for the council's approval and adoption.
2. The commission shall have authority to review city plans, ~~and policies and projects~~ which contain matters relating to urban forestry and arboriculture and provide advice and guidance to City Council, commissions, and city departments.
3. The commission shall have authority to provide the city manager with its analysis of the contents of the biennial forestry budget request.
4. The commission shall prepare an annual report on it activities and submit the report to ~~the Vancouver/Clark Parks and Recreation Commission and to the City Council.~~
5. The commission shall ~~consider the development and implementation of a city street tree permit system and make recommendations to the city council on the advisability of adopting such a system.~~

engage and involve the public in preserving and enhancing Vancouver's urban forest through vigorous outreach and education programs on the benefits of trees and urban forestry matters.

6. The commission shall ~~consider the development and implementation of a program for identifying and maintaining trees in the city which have significant historical, cultural, environmental or public significance and shall make recommendations to the city council on the advisability of adopting such a program~~ administer the city's Heritage Tree Program, VMC 20.770.120.

7. The commission shall be responsible for coordinating outreach programs including but not limited to the city's Arbor Day event programs, Old Apple Tree Festival, Gordon & Sylvia MacWilliams Award, and the Silva-Bolds Whitfield Award.

8. The commission shall develop and recommend to the City Council for its adoption ordinances and policies for the planting, care and protection of trees throughout the City and to make amendments as required.

89. The commission shall have such other and further powers and duties as may be provided by ordinance or resolution. (Ord. M-2726 § 5, 1987)

SECTION 6. Commission support – Conflicts of Interest. Vancouver Municipal

Code 12.02.050 as last amended by M-2726 is hereby amended as follows:

VMC 12.02.050 Commission Support – Conflicts of interest.

a. The ~~director~~ City Forester is that person designated by the Director who shall assist the commission in the discharge of its duties and the city may contract for services on behalf of the commission.

b. The city shall not retain the services, directly or indirectly, of any person serving as a member of the commission. (Ord. M-2726 § 6, 1987)

SECTION 7 Planning – Approved plantings. Vancouver Municipal Code 12.02.060

as last amended by M-2726 is deleted in its entirety.

SECTION 8. Public Duty Created. Vancouver Municipal Code 12.02.070 as last

amended by M-2726 is hereby amended to read as follows:

VMC 12.02.07060 Public duty created.

The provisions of this title are intended by the city council of the city of Vancouver to create only a duty to the public in general and not to create any duty to individuals or to any particular class of individuals. Further, these provisions are not intended to be enforced for the protection of any person or class of persons. (Ord. M-2726 § 8, 1987)

SECTION 9. Savings. Those sections of the ordinances amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 10. Severability. If any provision of this Ordinance is held invalid, the validity of this Ordinance as a whole, or any portion thereof, shall not be affected.

SECTION 11. Ratification. Acts taken in conformity with this Ordinance prior to its effective date are hereby ratified and affirmed.

SECTION 12. Effective Date. The provisions of this ordinance shall become effective thirty (30) days following the date of final adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 7

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE amending Vancouver Municipal Code (VMC) Chapter 12.02 relating to the Urban Forestry Commission establishment, definitions and commission structure and providing for savings and an effective date.

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

VOUCHER APPROVAL

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

\$ 6,771,111.58 this 8th day of July 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
June 25 - July 1	Accounts Payable Checks (see attached)	\$ 3,471,505.13
June 25 - July 1	Hansen City Payments (see attached)	\$ 284,636.90
June 25 - July 1	Visa Refunds (see attached)	\$ 11,786.00
June 25 - July 1	Payroll Checks (see attached)	\$ 3,003,183.55
TOTAL		\$ 6,771,111.58

INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Manual Wire		6/25/2019	11,848.33	Allegiance Benefit Plan Management Inc	SC0053 Services - Professional & Contracted Services 541900
Manual Wire		6/30/2019	6,484.97	Athlactron Holding	SC0053 Services - Professional & Contracted Services 541900
Manual Wire		6/26/2019	78,754.10	Bank Of America N.A. - Remit-To: Charlotte NC	SC0053 Services - Professional & Contracted Services 541900
Manual Wire		6/27/2019	8,181.98	Bank Of America N.A. - Remit-To: Charlotte NC	SC0239 Accr Empl Ben - Health Savings Account (HSA) 231580
Manual Wire		7/1/2019	90,016.85	Blue Cross Blue Shield of Oregon	SC0369 Services - Self-Insured Claims 542000
Manual Wire		6/25/2019	25,783.90	Gallagher Bassett Services Inc	SC0084 Services - Worker's Comp Claims - Risk Mgmt ONLY 549910
Manual Wire		6/25/2019	75.00	HRA VEBA Plan	SC0228 Accr Empl Ben - Benefit Trust 231564
Manual Wire		6/25/2019	6,607.19	ICMA 401A	SC0226 Accr Empl Ben - ICMA 231562
Manual Wire		6/25/2019	157,555.31	ICMA Corp	SC0226 Accr Empl Ben - ICMA 231562
Manual Wire		6/25/2019	23,525.66	ING	SC0225 Accr Empl Ben - ING 231561
Manual Wire		6/26/2019	830,415.58	Internal Revenue Service	SC0016 Personnel Benefits - Social Security 521500
Manual Wire		7/1/2019	4,182.29	Internal Revenue Service	SC0248 Accr Empl Ben - Federal W/H 231599
Manual Wire		6/26/2019	19,885.00	State of Oregon Department of Revenue	SC0247 Accr Empl Ben - Oregon W/H & Transit Tax 231596
Manual Wire		6/27/2019	162.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	SC0053 Services - Professional & Contracted Services 541900
Manual Wire		6/25/2019	792,092.01	State of Washington Department of Retirement System (PERS)	SC0227 Accr Empl Ben - State of WA 457 (old NRSI) 231563
Manual Wire		6/25/2019	1,462.34	Vancouver Fire Command Officers	SC0218 Accr Empl Ben - Union Dues 231548
Manual Wire		6/25/2019	24,923.21	Vancouver Firefighters Union Health & Welfare Trust	SC0209 Accr Empl Ben - Police & Fire LT Disability 231537
Manual Wire		7/1/2019	7,138.24	VSP Vision Care Inc	SC0369 Services - Self-Insured Claims 542000
Manual Wire		7/1/2019	18,509.89	Washington Dental Service	SC0369 Services - Self-Insured Claims 542000
Manual Wire		6/25/2019	4,276.45	Washington SDU	SC0215 Accr Empl Ben - Garnishments 231545
Manual Wire		6/25/2019	20,925.00	Washington State Firefighters	SC0228 Accr Empl Ben - Benefit Trust 231564
Manual Wire		6/25/2019	275.00	Washington State Firefighters	SC0228 Accr Empl Ben - Benefit Trust 231564
Manual Wire		6/25/2019	13,360.83	Western States Health & Welfare Trust	SC0210 Accr Empl Ben - Trust Health Ins Premium Post-Tax 231538
Direct Deposit	EFT-00011743	6/27/2019	342.00	Jason Nortz	Employee reimbursements
Direct Deposit	EFT-00011744	6/27/2019	372.45	Richard Aragon	Employee reimbursements
Direct Deposit	EFT-00011745	6/27/2019	264.05	Daniel Pearce	Employee reimbursements
Direct Deposit	EFT-00011746	6/27/2019	8.50	Rainy Rau	Employee reimbursements
Direct Deposit	EFT-00011747	6/27/2019	15.99	Jan Bowers	Employee reimbursements
Direct Deposit	EFT-00011748	6/27/2019	70.00	Obie Bowman	Employee reimbursements
Direct Deposit	EFT-00011749	6/27/2019	231.64	Melissa Jones	Employee reimbursements
Direct Deposit	EFT-00011750	6/27/2019	19.51	Heather Abbott	Employee reimbursements
Direct Deposit	EFT-00011751	6/27/2019	75.00	Magaiva Herman	Employee reimbursements
Direct Deposit	EFT-00011752	6/27/2019	99.00	Olga Dacy	Travel advance
Direct Deposit	EFT-00011753	6/27/2019	287.69	Matt Oftedahl	Employee reimbursements
Direct Deposit	EFT-00011754	6/27/2019	314.50	Kim Chen	Employee reimbursements
Direct Deposit	EFT-00011755	6/27/2019	57.00	Michael Day	Travel advance
Direct Deposit	EFT-00011756	6/27/2019	230.90	Frank Dick	Employee reimbursements
Direct Deposit	EFT-00011757	6/27/2019	174.75	Tanya Wollstein	Travel advance
Direct Deposit	EFT-00011758	6/27/2019	7.00	Kristine Olinger	Employee reimbursements
Direct Deposit	EFT-00011759	6/27/2019	247.50	Timothy McMillan	Travel advance
Direct Deposit	EFT-00011760	6/27/2019	123.50	Lisa Takach	Employee reimbursements
Direct Deposit	EFT-00011761	6/27/2019	646.00	Geoffrey Robbins	Travel advance
Direct Deposit	EFT-00011762	6/27/2019	855.51	Shane Orem	Employee reimbursements
Direct Deposit	EFT-00011763	6/27/2019	26.00	Gail Truax	Employee reimbursements
Direct Deposit	EFT-00011764	6/27/2019	318.20	Christopher Sneider	Employee reimbursements
Direct Deposit	EFT-00011765	6/27/2019	320.58	Darrell Kent	Employee reimbursements
Check	2815	6/25/2019	9,039.32	Aflac	SC0207 Accr Empl Ben - AFLAC Cancer/LTC 231535
Check	2816	6/25/2019	5,456.58	AFSCME Local #307	SC0218 Accr Empl Ben - Union Dues 231548
Check	2817	6/25/2019	3,612.00	Chapter 13 - Trustee	SC0215 Accr Empl Ben - Garnishments 231545
Check	2818	6/25/2019	19,173.60	IAFF Local #452	SC0213 Accr Empl Ben - FirePak and FastPak 231543
Check	2819	6/25/2019	751.06	IAM Local #1374	SC0218 Accr Empl Ben - Union Dues 231548
Check	2820	6/25/2019	80.84	Legal Shield	SC0216 Accr Empl Ben - Prepaid Legal 231546
Check	2821	6/25/2019	8,141.24	Life Insurance Company of North America	SC0211 Accr Empl Ben - AD&D/Life Insurance 231539
Check	2822	6/25/2019	600.00	MFS Service Center Inc	SC0217 Accr Empl Ben - College Savings 529 Plan 231547
Check	2823	6/25/2019	140.04	OPEIU Local #11	SC0218 Accr Empl Ben - Union Dues 231548
Check	2824	6/25/2019	4,893.03	OPEIU Local #11	SC0218 Accr Empl Ben - Union Dues 231548
Check	2825	6/25/2019	383.52	OPEIU Local #11	SC0209 Accr Empl Ben - Police & Fire LT Disability 231537
Check	2826	6/25/2019	105.90	Oregon SDU	SC0215 Accr Empl Ben - Garnishments 231545
Check	2827	6/25/2019	640.00	Teamsters Local #58	SC0218 Accr Empl Ben - Union Dues 231548
Check	2828	6/25/2019	332.50	UA Local #290	SC0218 Accr Empl Ben - Union Dues 231548

INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	2829	6/25/2019	1,338.28	United Way of the Columbia Willamette	SC0219 Accr Empl Ben - United Way 231549
Check	2830	6/25/2019	12,881.58	Vancouver Police Officer Guild	SC0209 Accr Empl Ben - Police & Fire LT Disability 231537
Check	2831	6/25/2019	2,857.50	Western Conference of Teamsters	SC0232 Accr Empl Ben - Team Union Pension 231568
Check	2832	6/25/2019	1,354.24	Western Metal Industry Pension Plan	SC0231 Accr Empl Ben - Machinists Union Pension 231567
Check	2833	6/26/2019	51.00	MUSTFEEH JASM	Customer Refund
Check	2834	6/26/2019	25.00	PAMELA BOUNDS	Customer Refund
Check	2835	6/26/2019	51.00	QUINN TAYLOR	Customer Refund
Check	2836	6/26/2019	2,065.00	A-Check America Inc - Remit-To: A-Check - Glendale	SC0053 Services - Professional & Contracted Services 541900
Check	2837	6/26/2019	162,710.60	Advanced Excavating Specialists LLC	SC0337 Capital - Construction Contractors 565000
Check	2838	6/26/2019	16,787.91	Alert-All Corp	SC0039 Supplies - Other Operating Supplies 531900
Check	2839	6/26/2019	6,500.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	SC0052 Services - Temporary Help 541800
Check	2840	6/26/2019	6,326.89	Aronson Security Group	SC0075 Services - Repair & Maint - Equipment 548100
Check	2841	6/26/2019	12,011.90	BikeLid LLC	SC0083 Services - Misc Expenses 549900
Check	2842	6/26/2019	24,733.84	Brightview Holdings Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2843	6/26/2019	80.02	Cellico Partnership - Remit-To: Cellico - Dallas	SC0058 Services - Aircard Communication 542800
Check	2844	6/26/2019	11,220.40	Century West Engineering Corp	SC0053 Services - Professional & Contracted Services 541900
Check	2845	6/26/2019	960.75	City of Battle Ground - Remit-To: City of Battle Ground PD	SC0094 Intergovernmental Services and Payments - Intergovernmental Payments 552000
Check	2846	6/26/2019	643.50	City of Vancouver - Remit-To: COV Main	SC0053 Services - Professional & Contracted Services 541900
Check	2847	6/26/2019	12,800.00	Clark County - Remit-To: Clark County - Treasurer Vancouver	SC0053 Services - Professional & Contracted Services 541900
Check	2848	6/26/2019	678.99	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2849	6/26/2019	713.44	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2850	6/26/2019	668.43	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2851	6/26/2019	468.97	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2852	6/26/2019	450.74	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2853	6/26/2019	30.85	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2854	6/26/2019	785.42	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2855	6/26/2019	772.61	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2856	6/26/2019	322.69	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2857	6/26/2019	196.74	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2858	6/26/2019	528.24	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2859	6/26/2019	1,723.08	Clark Public Utility District No. 1	SC0071 Services - Electrical 547100
Check	2860	6/26/2019	15,586.33	Columbia Resource Company	SC0053 Services - Professional & Contracted Services 541900
Check	2861	6/26/2019	101.11	Comcast - Remit-To: Comcast Business - City of Industry	SC0059 Services - Other Communication 542900
Check	2862	6/26/2019	101.11	Comcast - Remit-To: Comcast Business - City of Industry	SC0059 Services - Other Communication 542900
Check	2863	6/26/2019	13.62	Comcast - Remit-To: Comcast Business - City of Industry	SC0059 Services - Other Communication 542900
Check	2864	6/26/2019	13.62	Comcast - Remit-To: Comcast Business - City of Industry	SC0059 Services - Other Communication 542900
Check	2865	6/26/2019	8,407.14	Copiers Northwest	SC0066 Services - Rental - Machinery 545300
Check	2866	6/26/2019	442.68	Corporate Translation Services Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2867	6/26/2019	1,400.97	Databar Inc	SC0034 Supplies - Office Supplies 531000
Check	2868	6/26/2019	70,189.01	Datex Inc	SC0046 Supplies - Computer Equipment < \$10,000 535100,190
Check	2869	6/26/2019	202.28	Direct Transport	SC0054 Services - Postage 542200
Check	2870	6/26/2019	116.00	Esix Sportswear	SC0037 Supplies - Uniforms & Protective Clothing 531300
Check	2871	6/26/2019	86,145.55	Ferguson Enterprises LLC - Remit-To: Ferguson - Dallas	SC0393 SC to Ledger 141100 Inventory
Check	2872	6/26/2019	64,953.47	GameTime DBA Sitelines - Remit-To: GameTime - Fort Payne	SC0337 Capital - Construction Contractors 565000
Check	2873	6/26/2019	309.60	Global Transportation Engineering Corporation	SC0053 Services - Professional & Contracted Services 541900
Check	2874	6/26/2019	8,309.66	Gordian Group - Remit-To: Gordian - Los Angeles	SC0053 Services - Professional & Contracted Services 541900
Check	2875	6/26/2019	18,344.48	H D Fowler Company Inc - Remit-To: H D Fowler - Bellevue	SC0393 SC to Ledger 141100 Inventory
Check	2876	6/26/2019	6,920.83	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	SC0053 Services - Professional & Contracted Services 541900
Check	2877	6/26/2019	8,750.00	Hyas Group LLC	SC0053 Services - Professional & Contracted Services 541900
Check	2878	6/26/2019	200.00	John R Cannon	SC0078 Services - Dues & Subscriptions 549100
Check	2879	6/26/2019	52,258.00	Justice System Partners	SC0053 Services - Professional & Contracted Services 541900
Check	2880	6/26/2019	14,992.53	Kar-Gor Inc	SC0083 Services - Misc Expenses 549900
Check	2881	6/26/2019	204.00	Kathleen Miller	SC0053 Services - Professional & Contracted Services 541900
Check	2882	6/26/2019	4,744.15	Kelly Services Inc - Remit-To: Kelly Services - Pasadena	SC0052 Services - Temporary Help 541800
Check	2883	6/26/2019	15,389.55	L.N. Curtis & Sons	SC0045 Supplies - Minor Tools/Equipment < \$10,000 535000
Check	2884	6/26/2019	5,034.00	LChester Marketing, LLC	SC0063 Services - Advertising 544000
Check	2885	6/26/2019	20,020.84	Meterreaders LLC	SC0053 Services - Professional & Contracted Services 541900
Check	2886	6/26/2019	1,048.45	National Safety Inc	SC0045 Supplies - Minor Tools/Equipment < \$10,000 535000
Check	2887	6/26/2019	248.00	Northwest Cascade Inc	SC0069 Services - Other Rentals 545900
Check	2888	6/26/2019	8,781.74	Oldcastle Precast Inc	SC0393 SC to Ledger 141100 Inventory

INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	2889	6/26/2019	19,724.03	Pacific Power Group LLC	SC0076 Services - Repair & Maint - Buildings 548400
Check	2890	6/26/2019	15,000.00	Police Records and Information Management Group	SC0053 Services - Professional & Contracted Services 541900
Check	2891	6/26/2019	2,787.33	Recollect Systems Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2892	6/26/2019	262.33	Rentokil North America Inc	SC0077 Services - Repair & Maint - Other 548900
Check	2893	6/26/2019	4,472.27	Retail Lockbox Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2894	6/26/2019	58,666.08	Rexel USA Inc	SC0039 Supplies - Other Operating Supplies 531900
Check	2895	6/26/2019	15,793.28	Robert Half International Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2896	6/26/2019	454.97	Shred It USA LLC	SC0053 Services - Professional & Contracted Services 541900
Check	2897	6/26/2019	111,062.81	Sierra-Cedar Inc - Remit-To: Sierra-Cedar Inc. / Atlanta	SC0053 Services - Professional & Contracted Services 541900
Check	2898	6/26/2019	6,694.12	SiteOne Landscape Supply LLC - Remit-To: SiteOne - Chicago	SC0039 Supplies - Other Operating Supplies 531900
Check	2899	6/26/2019	1,000.00	Six Degrees Inc	SC0335 Capital - Computer/IT Equipment 564100
Check	2900	6/26/2019	263.62	SME Solutions LLC	SC0075 Services - Repair & Maint - Equipment 548100
Check	2901	6/26/2019	1,427.29	Software House International SHI - Remit-To: SHI - Dallas	SC0048 Supplies - Software Licenses < \$10,000 535200
Check	2902	6/26/2019	301.35	Solar Vision Window Tint	SC0076 Services - Repair & Maint - Buildings 548400
Check	2903	6/26/2019	32,355.00	Southwest Washington Humane Society	SC0053 Services - Professional & Contracted Services 541900
Check	2904	6/26/2019	9,951.73	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	SC0053 Services - Professional & Contracted Services 541900
Check	2905	6/26/2019	11,776.10	State of Washington Auditor's Office	SC0053 Services - Professional & Contracted Services 541900
Check	2906	6/26/2019	5,306.95	Universal Field Services Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2907	6/26/2019	250.00	Vancouver National Historic Reserve Trust	SC0039 Supplies - Other Operating Supplies 531900
Check	2908	6/26/2019	3,734.22	Walter E Nelson Company	SC0045 Supplies - Minor Tools/Equipment < \$10,000 535000
Check	2909	6/26/2019	4,971.86	Waste Connections of Washington	SC0074 Services - Garbage / Waste Disposal 547400
Check	2910	6/26/2019	54,512.28	Western Systems Inc	SC0035 Supplies - Repair & Maintenance Supplies 531100
Check	2911	6/26/2019	4,214.59	Wire Works LLC	SC0075 Services - Repair & Maint - Equipment 548100
Check	2912	6/26/2019	473.81	AT & T Mobility II LLC	SC0055 Services - Phone Service/Billings 542500-542700
Check	2913	6/26/2019	1,005.17	Broadway Investors LLC	SC0053 Services - Professional & Contracted Services 541900
Check	2914	6/26/2019	9,500.77	Brown & Wilson Partnership LLC	SC0065 Services - Lease - Building 545200
Check	2915	6/26/2019	1,276.73	Burlington Northern Santa Fe	SC0069 Services - Other Rentals 545900
Check	2916	6/26/2019	80.02	Cellico Partnership - Remit-To: Cellico - Dallas	SC0058 Services - Aircard Communication 542800
Check	2917	6/26/2019	6,023.40	Clark County - Remit-To: Clark County - Treasurer Vancouver	SC0077 Services - Repair & Maint - Other 548900
Check	2918	6/26/2019	15,752.05	Comcast - Remit-To: Comcast Business - City of Industry	SC0083 Services - Misc Expenses 549900
Check	2919	6/26/2019	2,668.98	Eagle Newspaper Inc	SC0083 Services - Misc Expenses 549900
Check	2920	6/26/2019	8,236.87	Esther Short Commons LLP	SC0065 Services - Lease - Building 545200
Check	2921	6/26/2019	4,187.09	Evergreen Investors LLC	SC0095 Intergovernmental Services and Payments - External Taxes/Assessment 553000
Check	2922	6/26/2019	40.69	Frontier Communications	SC0055 Services - Phone Service/Billings 542500-542700
Check	2923	6/26/2019	13,749.99	Greater Vancouver Chamber of Commerce	SC0053 Services - Professional & Contracted Services 541900
Check	2924	6/26/2019	160.00	JVNW Inc	SC0050 Services - Legal Services 541300
Check	2925	6/26/2019	500.00	Nagra & Atwal Corporation	SC0069 Services - Other Rentals 545900
Check	2926	6/26/2019	4,278.32	National Park Service	SC0069 Services - Other Rentals 545900
Check	2927	6/26/2019	77.50	Northwest Cascade Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2928	6/26/2019	20,676.71	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	SC0052 Services - Temporary Help 541800
Check	2929	6/26/2019	15.00	NW Natural - Remit-To: NW Natural - Portland	SC0073 Services - Natural Gas 547300
Check	2930	6/26/2019	9,925.98	Qwest Corp	SC0083 Services - Misc Expenses 549900
Check	2931	6/26/2019	945.15	Qwest Corp - Remit-To: CenturyLink - Phoenix	SC0055 Services - Phone Service/Billings 542500-542700
Check	2932	6/26/2019	701.08	Qwest Corp - Remit-To: Qwest CABS - Monroe	SC0055 Services - Phone Service/Billings 542500-542700
Check	2933	6/26/2019	848.00	Rotschy Inc	SC0074 Services - Garbage / Waste Disposal 547400
Check	2934	6/26/2019	36,695.98	Share Inc	SC0053 Services - Professional & Contracted Services 541900
Check	2935	6/26/2019	15,949.74	Summit Law Group	SC0050 Services - Legal Services 541300
Check	2936	6/26/2019	-5,022.00	Talmadge/Fitzpatrick PLLC	SC0050 Services - Legal Services 541300
Check	2937	6/26/2019	80.73	United Parcel Service	SC0054 Services - Postage 542200
Check	2938	6/26/2019	75.88	Carmichael, William and Joanne	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2939	6/26/2019	97.88	Cross, Zane	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2940	6/26/2019	6,483.51	Duncan, Gary	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2941	6/26/2019	51.56	Haight, Ralph and Marcia	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2942	6/26/2019	24.50	Hayes, Colleen F and Francis B	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2943	6/26/2019	69.86	Hogan, Renate	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2944	6/26/2019	169.22	Leblanc, Carmen and Roger	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2945	6/26/2019	79.27	Leroy, Stanley C	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2946	6/26/2019	31.30	Linda Horton and Mary Bonson	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2947	6/26/2019	35.15	Nancy & Keith Orduno	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
Check	2948	6/26/2019	16.83	Phil R Loyd & Emanuela Sandri	SC0340 SC to Ledger 213110 AP Refunds (Hansen)

INVOICE PAYMENTS REPORT

Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
Check	2949	6/26/2019	10.82	Reo Partner LLC	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2950	6/26/2019	181.19	Schaller,Bobbie A	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2951	6/26/2019	131.48	Tompkins,Randall and Debra	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2952	6/26/2019	196.35	Valerie C Mather	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2953	6/26/2019	252.10	William & Irita Minniear	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2954	6/26/2019	103.37	Willis Deidra and Jasper	SC0340 SC to Ledger 213110 AP RefLnds (Hansen)
Check	2955	6/26/2019	472.00	Alliance Fire Safety Services	SC0349 SC to Ledger 213110 AP RefLnds
Check	2956	6/26/2019	192.00	Allstate Indemnity Company	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY 549920
Check	2957	6/26/2019	20.00	Andre and Natalee Dickerson	SC0345 SC to Ledger 122125 AR CryWolf
Check	2958	6/26/2019	500.00	Annette Pixley	SC0349 SC to Ledger 213110 AP Refunds
Check	2959	6/26/2019	61.95	Arllys K Borjesson	SC0082 Services - Volunteer Expenses 549800
Check	2960	6/26/2019	1,300.00	Arthritis Foundation	SC0349 SC to Ledger 213110 AP Refunds
Check	2961	6/26/2019	20.00	Beverly Schubert	SC0082 Services - Volunteer Expenses 549800
Check	2962	6/26/2019	25.00	Carolyn N Long	SC0349 SC to Ledger 213110 AP Refunds
Check	2963	6/26/2019	500.00	Central Catholic High School	SC0349 SC to Ledger 213110 AP Refunds
Check	2964	6/26/2019	1,443.00	Choice Charities	SC0349 SC to Ledger 213110 AP Refunds
Check	2965	6/26/2019	20.00	Chris Smith	SC0345 SC to Ledger 122125 AR CryWolf
Check	2966	6/26/2019	380.00	Church of Christ at Portland	SC0349 SC to Ledger 213110 AP Refunds
Check	2967	6/26/2019	57.09	Compass Electric	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	2968	6/26/2019	109.41	Crown Electric	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	2969	6/26/2019	57.09	Crown Electric	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	2970	6/26/2019	57.09	Crown Electric	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	2971	6/26/2019	39.00	David Jacky	SC0082 Services - Volunteer Expenses 549800
Check	2972	6/26/2019	20.00	Dean Richardson	SC0345 SC to Ledger 122125 AR CryWolf
Check	2973	6/26/2019	20.00	Dean Richardson	SC0345 SC to Ledger 122125 AR CryWolf
Check	2974	6/26/2019	90.00	Deborah Moore-Mills	SC0375 SC to Ledger 321000 Bus. Lic. & Permits - Business License Surcharge RC0106 321675
Check	2975	6/26/2019	179.00	Donna Gulani	SC0349 SC to Ledger 213110 AP Refunds
Check	2976	6/26/2019	18.90	Duke Silva	SC0082 Services - Volunteer Expenses 549800
Check	2977	6/26/2019	41.96	Frank Wilson	SC0082 Services - Volunteer Expenses 549800
Check	2978	6/26/2019	73.00	Friends of Lincoln	SC0349 SC to Ledger 213110 AP Refunds
Check	2979	6/26/2019	1,000.00	Funtastic Shows Inc	SC0394 SC to Ledger 239100 Customer Deposits
Check	2980	6/26/2019	325.00	Hector Moreno	SC0349 SC to Ledger 213110 AP Refunds
Check	2981	6/26/2019	6,509.25	Jane and Paul Jacobsen	SC0264 SC to Ledger 237700 Payable to Vancouver School District SC0408 to Ledger 345850 Environment - GMA Impact Fees-Transportation RC0082 345850 SC0409 to Ledger 345850 Environment - GMA Impact Fees-Parks RC0083 345851 SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	2982	6/26/2019	178.28	Jorge Sima	SC0345 SC to Ledger 122125 AR CryWolf
Check	2983	6/26/2019	20.00	Kathleen McClollum	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue RC0538 345832
Check	2984	6/26/2019	100.00	Kathleen Theron Honeycutt	SC0349 SC to Ledger 213110 AP Refunds
Check	2985	6/26/2019	30.00	Kent Emert	SC0082 Services - Volunteer Expenses 549800
Check	2986	6/26/2019	70.42	Kevin Paff	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY 549920
Check	2987	6/26/2019	20,000.00	Law Offices of Elena Tsiprin	SC0082 Services - Volunteer Expenses 549800
Check	2988	6/26/2019	24.77	Linda Thompson	SC0061 Services - Travel & Subsistence 543300
Check	2989	6/26/2019	230.25	Luka Vitasovic	SC0061 Services - Travel & Subsistence 543300
Check	2990	6/26/2019	128.18	Maria Tunno	SC0061 Services - Travel & Subsistence 543300
Check	2991	6/26/2019	978.38	Michael Lyons	SC0349 SC to Ledger 213110 AP Refunds
Check	2992	6/26/2019	25.00	Millie Taylor	SC0349 SC to Ledger 213110 AP Refunds
Check	2993	6/26/2019	250.00	Nihad Valjevac	SC0373 SC to Ledger 345830 Environment - Plan Checking-Permits / Land Use Review RC0539 345833
Check	2994	6/26/2019	209.00	NVS	SC0053 Services - Professional & Contracted Services 541900
Check	2995	6/26/2019	10.00	NW Construction	SC0345 SC to Ledger 122125 AR CryWolf
Check	2996	6/26/2019	50.00	PCS	SC0345 SC to Ledger 122125 AR CryWolf
Check	2997	6/26/2019	8.00	PCS	SC0345 SC to Ledger 122125 AR CryWolf
Check	2998	6/26/2019	730.00	PCS	SC0345 SC to Ledger 122125 AR CryWolf
Check	2999	6/26/2019	29.84	Professional Credit Service	SC0349 SC to Ledger 213110 AP Refunds
Check	3000	6/26/2019	164.54	Ramsey Signs	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100
Check	3001	6/26/2019	200.00	Reliable IT Solutions NW	SC0374 SC to Ledger 321000 Bus. Lic. & Permits - Business Licenses RC0104 321600
Check	3002	6/26/2019	219.10	Reyes & Reyes LLC	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt RC0110 322100 SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue RC0538 345832
Check	3003	6/26/2019	16.89	Roger Rohwedder	SC0082 Services - Volunteer Expenses 549800
Check	3004	6/26/2019	350.00	Rosalva Piedra Castor	SC0349 SC to Ledger 213110 AP Refunds
Check	3005	6/26/2019	42.14	Suzan Heglin	SC0082 Services - Volunteer Expenses 549800
Check	3006	6/26/2019	73.00	Taune Harris	SC0349 SC to Ledger 213110 AP Refunds

INVOICE PAYMENTS REPORT

<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Description from: Spend Category / Supplier Invoice Memo</u>
Check	3007	6/26/2019	500.00	TDHS Senior Parents	SC0349 SC to Ledger 213110 AP Refunds
Check	3008	6/26/2019	338.00	Vixai Brewer	SC0349 SC to Ledger 213110 AP Refunds
Check	3009	6/26/2019	20.00	Wells Fargo Bank NA	SC0345 SC to Ledger 122125 AR CryWolf
Check	3010	6/26/2019	48.00	Western Display Fireworks LTD	SC0349 SC to Ledger 213110 AP Refunds
		SUBTOTAL	3,471,505.13		
Hansen		7/2/2019	\$ 284,636.90	City Payments	Posted 6-25-19 thru 7-1-19
		SUBTOTAL	\$ 284,636.90		
VISA		7/2/2019	\$ 4,655.00	Miscellaneous	Parks Class Refunds - FCC 6-25-19 thru 7-1-19
VISA		7/2/2019	\$ 3,317.20	Miscellaneous	Parks Class Refunds - MCC 6-25-19 thru 7-1-19
VISA		7/2/2019	\$ 550.00	Miscellaneous	Parks Class Refunds - Leupke 6-25-19 thru 7-1-19
VISA		7/2/2019	\$ 2,880.00	Miscellaneous	Parks Class Refunds - Special Events 6-25-19 thru 7-1-19
VISA		7/2/2019	\$ 383.80	Miscellaneous	Parks Class Refunds - WREC 6-25-19 thru 7-1-19
		SUBTOTAL	\$ 11,786.00		
		TOTAL	\$ 3,767,928.03		

City of Vancouver
Payroll Council Report
June 25, 2019 - July 1, 2019

Check No.	Date	Explanation	Amount
996 - 1093	06/25/19	12 2019 Payroll	\$ 25,963.08
EFT-9781 - EFT-11614	06/25/19	12 2019 Direct Deposits	\$ 2,919,970.76
1094 - 1105	06/28/19	6 2019 Pension Payroll	\$ 9,209.08
EFT 11766 - EFT 11811	06/28/19	6 2019 Pension Direct Deposit	\$ 48,040.63

\$ 3,003,183.55