

DATE: May 6, 2019
TO: Anne McEnerny-Ogle, Mayor
City Council
FROM: Eric J. Holmes, City Manager
RE: **A Stronger Vancouver**

This is a great time for Vancouver. Downtown is growing more vibrant with new restaurants and businesses, a new and emerging waterfront development and a spectacular waterfront park. Commercial districts along Mill Plain, 164th and 192nd Avenues are bustling. Our city has an incredible heritage that connects us to the arc of American history, and we embrace and celebrate our relationship with the Columbia River, which is the link to our past and the key to our future.

The City organization is currently enjoying stability due to strong and consistent elected leadership and disciplined management. A growing local economy is fueling change and in recent years, we have been able to address some of the highest priority services, like streets and police, while initiating some ambitious and transformative projects, like the Heights District and Fourth Plain Forward.

Why A Stronger Vancouver?

In recent decades, there have been growing headwinds against Vancouver realizing its vision. The repeal of local taxes starting in the early 1990s, statewide tax initiatives in the late 1990s and early 2000s, our adjacency to a sales tax free state, and a tightening of the state budget have all contributed to a structural deficit. This has been compounded by inflation, Vancouver's rapid population growth and the dramatic impacts of the Great Recession—all contributing to a decline in per-capita City revenues year over year.

These headwinds have translated into gaps in public services to the community. Over time these gaps have widened and inequities in how services are provided have emerged in a way that casts shadows across Vancouver's future.

In 2016, the City adopted a new 6-year Strategic Plan. The Strategic Plan was developed after a months-long community engagement effort that included involvement and feedback from thousands of Vancouver residents and businesses and affirmed Vancouver's community vision:

Vancouver is the heart of southwest Washington, connecting people and places throughout the region. We are a safe and welcoming city for all ages, incomes, abilities and backgrounds, with unique and vibrant neighborhoods. We are the most livable city in the Pacific Northwest. Residents and businesses across our city are passionate about building a thriving, prosperous and sustainable community together.

The Strategic Plan includes a range of project and program aspirations that support the vision of Vancouver becoming an exceptionally safe, welcoming, vibrant and prosperous city, and has guided the City's efforts and investments over recent years.

Vancouver is continuing to change rapidly. We have grown by more than 20,000 people in the last decade and more than 3,000 people move here each year. Our neighborhoods are becoming more dense and more diverse—hallmarks of a city transitioning from suburban to urban. Non-white population in Vancouver has grown by 20% in the last 5 years, and an estimated 37,000 Vancouver residents speak a language other than English at home. More than 13% of our residents are foreign born. By 2030, our population forecasts show as many as 330,000 people will call Vancouver home.¹

A Stronger Vancouver is premised on a belief that we can build on Vancouver’s legacy, recent progress and current stability to realize our vision for a brighter future for our community: A future with safer streets and neighborhoods, a future where our neighborhoods and business districts have a renewed vibrancy, and a future where the opportunities of a growing economy are shared by all.

Examples of gaps in key city services include:

- **Facilities for first responders** -- Essential City facilities for first responders are inadequate to serve our current and growing city, and would not withstand even a moderate seismic event:
 - Half of Vancouver’s fire stations are beyond their useful life, are not seismically sound, or are not well located to serve the needs of our growing city
 - Our public works operations center—a critical facility to maintain our streets, signals, sewer & water systems—is nearly 70 years old, does not meet current building and accessibility laws and would not survive even a moderate earthquake
- **Homelessness services** -- We have experienced a surge in homelessness in our community:
 - The number of unsheltered homeless in our county has increased by 80% since 2015, creating new demands for facilities and services throughout our city
- **Our Parks system** -- Our parks system is aged, not well maintained, and does not equitably serve the city:
 - 25% of our neighborhood parks are undeveloped
 - 60% of our parks will have 20+ year old play equipment by next year
 - More than 20% of Vancouver’s neighborhoods don’t have a park within their boundaries
 - Nearly 25% of our residents have difficulty participating in recreation services due to cost barriers
- **Streets safety** -- Our streets system has a higher percentage of pedestrian and bicycle collisions compared to other cities in the state:
 - The city’s pedestrian collision rate is higher than the statewide average²
 - 54% of the collisions occur at intersections and 46% at mid-block locations
 - Bicycle crashes occur here at nearly twice the state-wide average

¹ ~40,000 new residents from ambient growth + annexation of a portion of the UGA. The population of the full UGA is projected to be 430,000 by 2030.

² 2018 WSDOT data.

- **Economic development & jobs** -- Economic development and job growth in our city lags behind targets:
 - The Vancouver comprehensive plan envisions a local economy with 1.75 jobs per household – the equivalent of 120,000 jobs – today, Vancouver’s economy includes about 81,000 jobs.
 - Growth in the economy and jobs relies on investments in public infrastructure – streets, utilities, and public spaces like the waterfront park – by the City.
 - Several commercial districts throughout the city could accommodate new business investment and economic growth —adding more than 10,000 new jobs³ if supported by new public infrastructure, including: Section 30, Lower Grand Employment Area, Vancouver City Center, Fourth Plain Corridor and Riverview Gateway

A COMMITMENT TO EFFICIENCY AND EFFECTIVENESS.

Since the recession, the City organization has renewed its commitment to efficiencies and innovation in how we provide the best services to our residents with the resources we have. In the past eight years, the City has:

- Deployed EMS rescue vehicles to more efficiently meet peak demand, reducing response times for time life critical calls by as much as 2 minutes in high-demand areas;
- Consolidated administrative functions into a new city hall, increasing operational efficiency and reducing office space costs by \$1.2 m annually;
- Replaced and relocated fire stations 1 & 2, reducing response time system-wide without the addition of new personnel or apparatus;
- Contained health care cost increases to less than 3% annual growth;
- Refinanced or retired outstanding debt to reduce interest costs and payment obligations, reducing total debt load by more than 30% and avoiding nearly \$5 million in future debt costs.

Because of these and other efforts, Vancouver is among the most efficient and cost effective of large cities in Washington, and our residents and businesses enjoy among the lowest per capita tax burden of comparable cities in the state.⁴

In addition to efficiency efforts, the City has also undertaken a series of community engagement initiatives focused on identifying gaps in key service areas and approaches to closing those gaps, including:

- Fire and EMS Service Review
- Streets Funding Initiative
- Affordable Housing Initiative
- Police Resourcing Initiative

While we have improved efficiency and outcomes and begun to close identified gaps in these key service areas, new challenges have emerged, such as affordable housing and homelessness. Yet, through all this, we have become one of the most efficient and cost effective large municipalities in the state.⁴

With the last of these initiatives – the Police Resourcing Initiative – there was a call from the community and business leaders to develop a comprehensive, long-term solution to resourcing all City services, rather than

³ Jobs forecast for Section 30 + employment estimate on build out of Lower Grand Employment Area.

⁴ 2017 Fiscal benchmarking Study, Paul Lewis Consulting.

a service area by service area approach. Concurrent with the adoption of the police resourcing package, the City Council endorsed and directed the City Manager to engage in such an effort. This was the genesis of A Stronger Vancouver.

HOW DID WE GET HERE (TO THE RECOMMENDATION)?

With the directive from City Council to develop the long term strategy, the City convened an Executive Sponsors Council (ESC) to play a central role in synthesizing input from a wide range of sources into a recommendation for Council's consideration. Composed of a broad cross-section of business, non-profit and community leaders, the ESC's charge was to develop a recommendation for a comprehensive, long-term, stable and sustainable solution to resource all City services. This required narrowing an infinite universe of possible project and program investments and resourcing approaches to a manageable collection for the Council to consider. In doing so, the ESC relied on a wide range of resources, inputs and engagement:

- The Strategic Plan
- The 2018 Arts, Culture & Heritage Plan
- The 2018 Community Resource Team on Fire & EMS Services
- The Parks and Recreation Advisory Commission
- The Downtown Improvement Area working group and the City Center Redevelopment Authority



Each of these complementary efforts involved individuals and stakeholders specific to their focus area.

In addition, the City conducted a series of broader outreach and engagement efforts involving or connecting with hundreds of community members, including:

- Polls and online surveys
- Community and neighborhood meetings
- Stakeholder interviews
- Focus groups
- Community benchmarking analysis
- Competitiveness analysis

Staff support and analysis contributed to the ESC's efforts over the arc of their work.

Taking all these ingredients into account, the overall process to date reflects a certain “messy vitality” that gained greater focus and clarity with finalization of ESC’s recommendation.



ESC’S RECOMMENDATION

The ESC recommendation is a substantial and integrated package of projects, programs and new revenues that are focused on advancing a realization of the vision for Vancouver in a stable, sustainable manner through 2030. It attempts to balance ambition and discipline, as well as encompass a scale that can be delivered on over the next decade. With a couple of clear exceptions,⁵ it is intended to provide stability and predictability for taxpayers and the City over the next decade.

The recommendation includes more than 35 projects and 25 programs in a basic framework that is focused on three primary areas: Public Safety, Economic Vitality and Parks and Recreation.

WHAT WOULD IT LOOK LIKE?

A Stronger Vancouver . . .

Is a **SAFER Vancouver**, through improved public safety and preparedness:

- **2 new and 3 remodeled fire stations** that will help reduce emergency response times and improve preparedness
- The **addition of 8 paramedic firefighters in 4 EMS SUV rescue units** that will improve response times by up to 2 minutes in highest demand areas in the city
- **A new Public Works Operations Center** that will allow our operations to be more efficient, prepared and resilient

⁵ The recommendation acknowledges that VPD will need a new training facility/HQ and will likely need additional staffing within the decade. However, these were not included because at the time of deliberations, there was not sufficient analysis available to confidently include them.

- **Crime and fire prevention programs** that will help reduce crime and fire risk throughout our city
- **Pedestrian and bike safety programs** that will invest in improved street facilities

Is a more PROSPEROUS Vancouver, creating greater opportunities for economic vitality and prosperity:

- **Completion of key street, utility and public space projects** that will invite more business investment and the creation of up to 10,000 new jobs
- **Support for a thriving downtown and emerging and new business districts** throughout the city, such as Section 30, Lower Grand Employment Area, Vancouver City Center, Fourth Plain Corridor and Riverview Gateway
- Plans for the **revitalization of neighborhood and business districts**
- **Increased homelessness services and response**, connecting people to services and addressing neighborhood needs.

Is a more VIBRANT Vancouver, through enhanced parks and access to recreation:

- **Improves parks in 37% of Vancouver neighborhoods** and provides as many as 62,000 residents with parks within walking distance of their homes⁶
- **Provides the opportunity for at least 350 more kids and families to participate in the safe, healthy and supervised Summer Playground Program**⁷
- **Adds more than 24 safe, welcoming, family-oriented community events** each year throughout the city, serving more than 22,000 residents
- **Provides the opportunity for up to 18,000 more lower-income households to access recreation programs**⁸ by reducing cost barriers
- **Provides the capacity to better engage with more than 37,000 residents**⁹ of our increasingly diverse community whose primary language is other than English

A Stronger Vancouver can predictably sustain these services through the forecasted growth and economic cycles in the coming decade and beyond. In doing so, the recommendation seeks to achieve a rational payer balance, improve equity and assure sustainability by relying on a range of revenue sources. In the aggregate, the revenue package reflects a shift in who pays at a macro level from 65% residential/35% non-residential to 62% residential/38% non-residential.

The recommendation is exceptionally complex, embodying a degree of integration among projects and between projects, programs and revenue sources. Each potential revenue source included in the recommendation has aspects that impact the overall implementation strategy and approach. For example, the increase in utility rates necessary to fund a portion of the operations center results in increased utility tax revenue that benefits the general fund and supports new and expanded programs; the Park Impact Fee adjustment balances out a proposed property tax levy.

⁶ Assumes city-wide average population per square mile lives within .5 miles of recommended park improvement sites.

⁷ Based on the addition of 7 program sites, 50 children served at each site.

⁸ Based on percentage of population at or below 50% of AMI.

⁹ 19.4% of Vancouver, WA citizens are speakers of a non-English language [ACS 5-year Estimate](#)

The recommendation was intentionally crafted to be “all in” reflecting the full and best available estimates of all project and program costs and the full potential new revenue needed to realize those projects and programs. This was done to maximize transparency and minimize the possibility of a later “surprise” for the Council or the community as we translate the recommendation into policy action for the Council and subsequent implementation.

- For example, the Public Works Operations Center project is estimated to cost \$125 m. This concept level estimate includes contingencies and escalation because a final design will not be complete until the end of 2020. Further, the funding for this project is split 60% utilities (\$75 m) and 40% general fund (\$50 m). The general fund portion of the debt is recommended to be covered by dedicated new revenues from the application of the current sales tax rate to internet sales. There is no new tax associated with this approach, but rather a dedication of new revenues resulting from a change in application of the current sales tax rate. However, the full project costs and full revenues were included in the recommendation to provide a complete picture of the overall project (and consequently complete service package) costs and how it would be funded.

It is important to recognize the recommendation as both the product of a substantial community engagement and deliberative effort and as the *starting place for the City Council’s deliberations*. In the coming months, we anticipate ample opportunities for Council to review, change, amend and refine the package – both the service package and the accompanying revenue approach – to reflect the wisdom and leadership role the City Council has preserved throughout the process so far. To use an analogy: over the last two years, the City Council has remained on the balcony watching the party from an appropriate distance, now is the time for the Council to assume the dance floor.

ADDITIONAL CONSIDERATIONS

The recommendation, while thorough, is not a guarantee against changes in the economy, legislative environment, future initiatives or other unforeseen events. While intended to provide stability and predictability, it cannot guarantee that outcome given the realities of election cycles and other dynamics. Further, Vancouver will need to address long-term staffing and facility issues for VPD within the next decade, likely sooner than later. This acknowledgement is included in the report and recommendation.

It is also important to acknowledge that there is not a “correct” package. The recommendation reflects that best thinking from the process to date, and represents a solid and thoughtful starting place for the City Council.

Since finalization of the recommendation, the state legislature has changed the property and business tax laws. There is an initiative certified for the November ballot that would roll back vehicle license tabs across the state, impacting current revenues the City dedicates to streets. With a 10-year horizon for this package, we know that the implementation of whatever is adopted by Council will be dynamic.

PATH TO IMPLEMENTATION

The path the City takes to action on the Stronger Vancouver effort depends on many variables. We have charted a series of focused conversations with the Council in the coming months to review, refine and finalize the service package, revenue and election strategy. The preliminary schedule is generally outlined below.

In preparation for the discussion series, I recommend the Council review the following documents:

- [Executive Sponsors council Report and Recommendation](#) (note that all supporting documents from the ESC process are hyperlinked in the back of the report; full printed binders are also available for Council's reference)
- Departmental Information:
 - Vancouver Police Department: [Department Overview](#) | [Good, Better, Best, Stellar](#)
 - Parks & Recreation Department: [Department Overview](#) | [Good, Better, Best, Stellar](#)
 - Community & Economic Development Department: [Department Overview](#) | [Good, Better, Best, Stellar](#)
 - Public Works: [Department Overview](#) | [Good, Better, Best, Stellar](#)
 - Vancouver Fire Department: [Department Overview](#) | [Good, Better, Best, Stellar](#)
 - City Manager's Office: [Department Overview](#) | [Good, Better, Best, Stellar](#)
- Municipal Research Services [Revenue Guide for Cities](#), specifically:
 - Page 44 – Levy Lid Lifts
 - Page 80 – Business and Utility taxes
 - Page 107 – Admissions Tax
 - Page 140 - Impact Fees
 - Page 153 – Utility Rates & Charges
 - Page 83 – Utility Taxes
 - [Link to Parking and Business Improvement Areas \(BID's\)](#)

In addition, assuming the Council moves forward with a levy to fund a portion of the overall package, the type of levy (one year, multi-year, etc.) has a bearing on what the timing of an election may be. For Council's consideration, potentially eligible elections between now and the end of 2020 are:

- November 5, 2019 (Ballot resolution due August 6)
- February 2020 Special Election (Ballot resolution due December)
- April 2020 Special Election (Ballot resolution due February)
- August 2020 Primary Election (Ballot resolution due May)
- November 2020 General Election (Ballot resolution due August)

Strategic Communication & Public Outreach

There was a significant effort to engage, inform, and obtain feedback from the community throughout the recommendation development process. Following publication of the recommendation, the City's efforts have shifted to be more informational, focused on raising awareness of the recommendation and the anticipated deliberation by Council.

As the City Council considers, reviews and refines the recommendation, we will seek guidance on the Council's expectations regarding the scope of the City's next phase of public outreach and education efforts on A Stronger Vancouver. There are several ingredients in the service package, each having a different potential stakeholder interest as well as supporting different outcomes. Further, there is only one voted element. The scope, strategy and timing of the next phase of public outreach and education will depend upon what the Council ultimately takes action on. In anticipation of a robust outreach campaign, we are currently aligning resources to support a broad, multi-platform effort that will include traditional and digital marketing and communication techniques, as well as in-person resident engagement.

Preliminary schedule of deliberation:

- **May 13: Complete delivery of recommendation – overview of key questions**
 - What changes to package does Council wish to make (additions/deletions/resizing)?
 - Projects?
 - Programs?
 - Revenue components?
 - What property tax tool is preferred? Single-year bump? Multi-year bump? Bond +levy?
 - What is desired election date?
 - How long should be provided for a campaign?
 - What business tax scenario is preferred?
 - Should package be adopted all at once? Piecemeal? Contingent? Phasing?
 - What is desired scope of education and awareness campaign? All? Voted only?
- **June 17: Review & refine package - focus on capital projects**
 - What changes to the capital investment package does Council wish to make (additions/deletions/resizing)?
 - Revenue implications
 - Perspectives on debt v PAYGO
- **July 15: Review & refine package - focus on service programs**
 - What changes to the capital investment package does council wish to make (additions/deletions/resizing)?
 - Revenue implications
- **August 5: Refine revenue approach**
- **August 19: Tour of projects and programs**
 - Public Safety
 - Economic vitality
 - Parks & Recreation
- **August 26: Refine and finalize revenue approach**
- **September 9: Finalize complete package**
- **September 23: First reading & hearing**
- **October 7: Second reading and hearing**
 - Ballot Resolution
 - PIF Update Ordinance
 - Admissions Tax Ordinance
 - Business License Surcharge Ordinance
 - Utility Rate Ordinance
 - Utility Tax Ordinance
- **December: License Tab Adjustment**

A Stronger Vancouver



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CITY OF
Vancouver
WASHINGTON

May 13, 2019
Vancouver City Council Retreat
2:00 – 6:00 p.m.

Agenda

Schedule	Topic	Discussion Lead
2:00 – 2:10	Objectives for the Session	Mayor McEnerny-Ogle Eric
2:10 – 3:50	- Review of Stronger Vancouver origins and context - Review integrated service and revenue package recommendation	Eric Natasha Team
3:50 – 4:00	Break	
4:00 – 5:30	- Review integrated service and revenue package recommendation (cont'd) - Overview of key decision points - Service package elements - Revenue sources	Eric
5:30 – 6:00	- Review Path to action, next steps - Council schedule - Communication - Stakeholder outreach	Eric Carol

Objectives

- Calibrate understanding of the initiative
- Complete the delivery of the recommendation
- Establish a shared understanding of:
 - Key City Council decision points
 - Election options
 - Path(s) to action
- Communications and education approaches
- Establish preliminary timeline for action



Why A Stronger Vancouver?



Why A Stronger Vancouver?

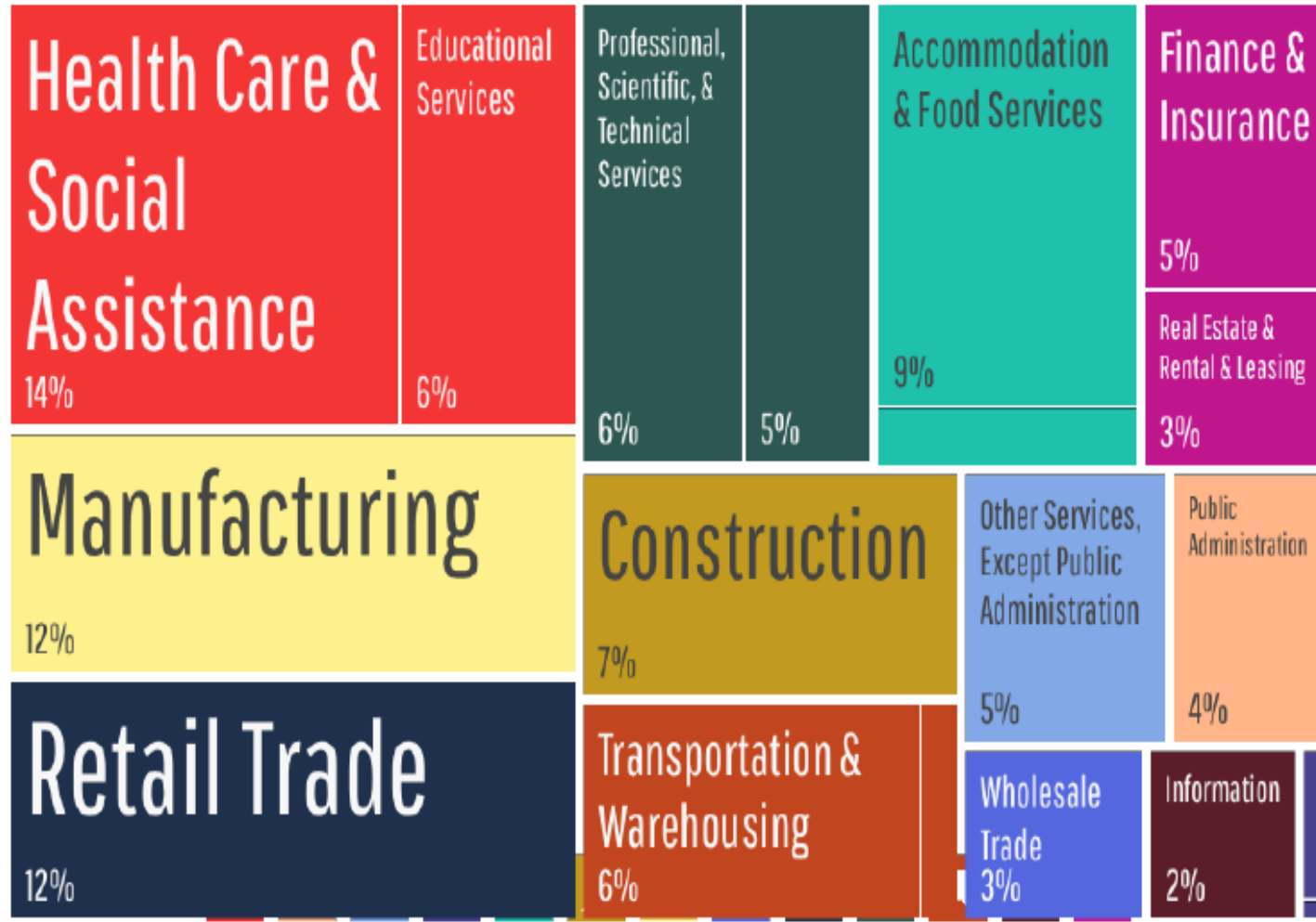
- Vision
- Headwinds
- Efficiencies
- Gaps in essential services
- Changing community
- Emerging inequities



A Stronger Vancouver: Equity

- Non-white population in Vancouver has grown by ~20% in the last 5 years
- ~37,000 Vancouver residents speak a language other than English at home.
- More than 13% of our residents are foreign born
- K-12 population 54% white
- By 2030, as many as 330,000 people will call Vancouver home.
- Population of the full UGA is projected to be 430,000 by 2030.
- Median household income: ~\$56,000
- Poverty rate: 14%
- Half of all households are renters
- Average rent: \$1380
- Nearly half of all households can't afford rent without being cost burdened
- 42% of K-12 students low income

A Stronger Vancouver: Economy

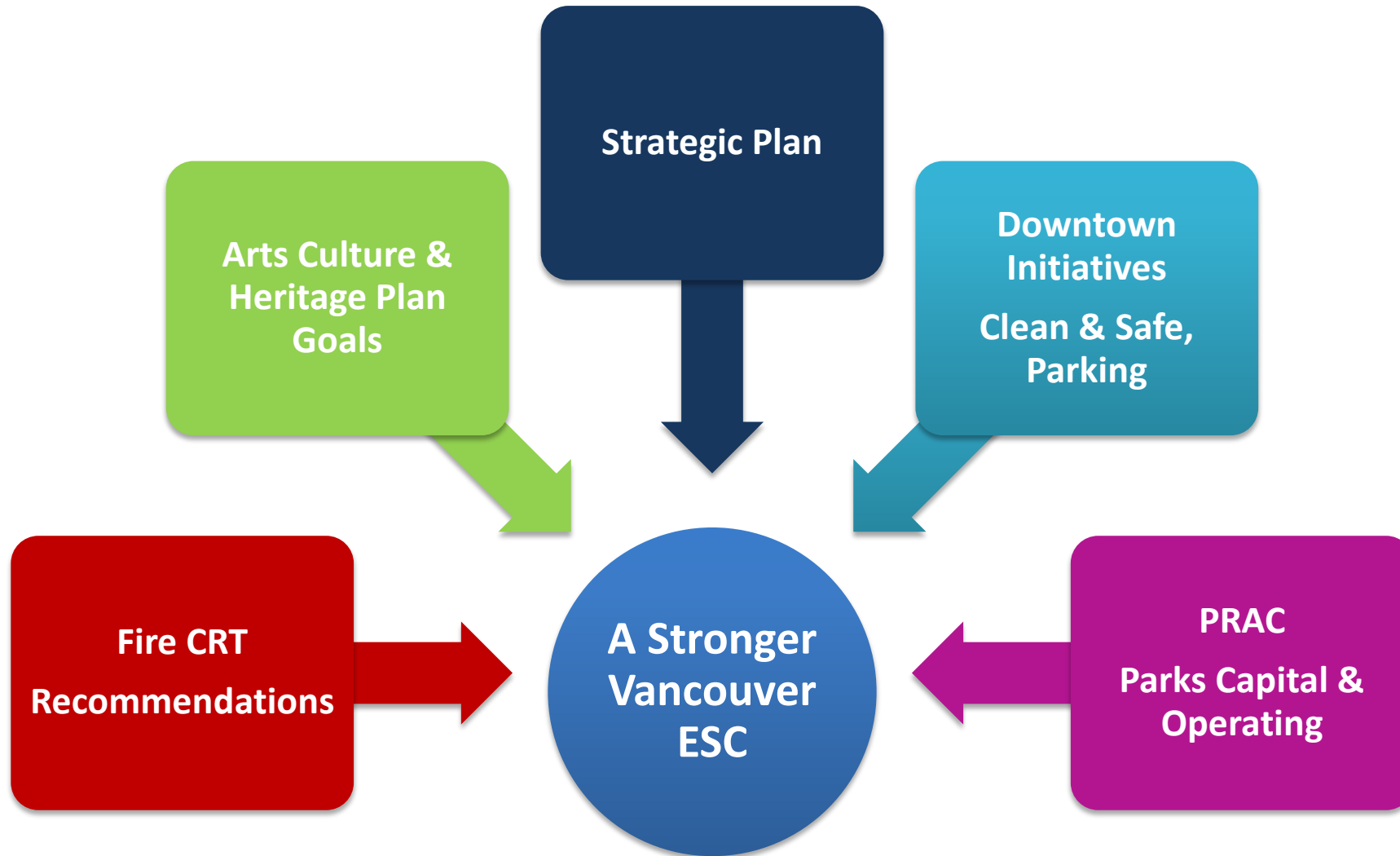


- Total employment: ~81,300
- Total number of private employers: ~10,000
- 95%+ of all employers <50 employees
- Top 10 employers comprise ~\$20% of all employment (80% public/non profit)
- ~17% of all employment is public/non-profit
- Total assessed value: ~\$21 b
- Total taxable sales: ~\$4.5 b

Context: 2012 - 2017 Initiatives



A Stronger Vancouver: Process



A Stronger Vancouver: Process

- Good, Better, Best, Stellar
- Close gaps, improve equity, execute with vision
- Total opportunity (more than we can afford):
 - ~\$650 million capital
 - ~\$135 million operating

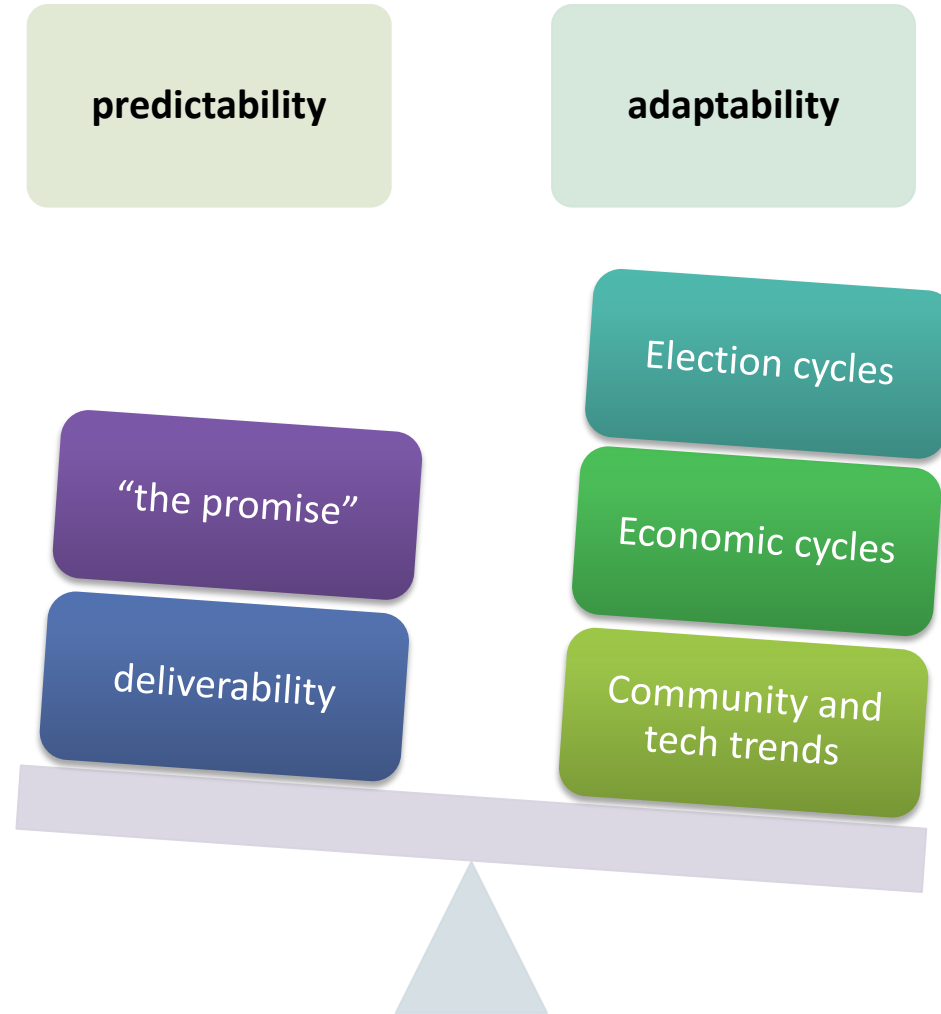


A Stronger Vancouver: Process



A Stronger Vancouver

Now - 2030



Recommendation Framework



SAFE COMMUNITY

Improved facilities for first responders
Fire and crime prevention and intervention programs
Traffic safety and mobility



ECONOMIC VITALITY

Proactive planning & targeted infrastructure investments
Arts, culture and heritage programs
Homelessness programs and facilities



NEIGHBORHOOD VIBRANCY

Build new and improve current parks
Enhance and expand programs

Key Terms

- **Capital:** projects that we build to serve the community
 - One-time expense for construction
- **Operating:** programs we operate to serve the community; “people serving people”
 - Primarily staff and organizational capacity
 - Ongoing operations and maintenance costs for capital



Revenue Tools Included in the Recommendation

Revenue source	Voted	Current?	Council manic	Use restricted?
Levy Lid Lift	X	N		Depends
Business License Surcharge		Y	X	N
Business & Occupation Tax		N	X	N
Utility Tax		Y	X	N
Utility Rates		Y	X	Y
Admissions Tax		N	X	N
Business Improvement District		N	X	Y
Park Impact Fees		Y	X	Y
Internet Sales Tax		Y	NA	N

Projects Overview

Safe Community: Fire Stations

INVESTMENT:

Relocate & replace
Fire Stations 3 & 6

Renovate
Fire Stations 4, 5 & 8

OUTCOME:

Reduced system
response time

Improved preparedness

Serve ~250,000

COST:

Renovations: \$5.2 m
Replacements: \$20 m

METHOD:

Levy Lid Lift



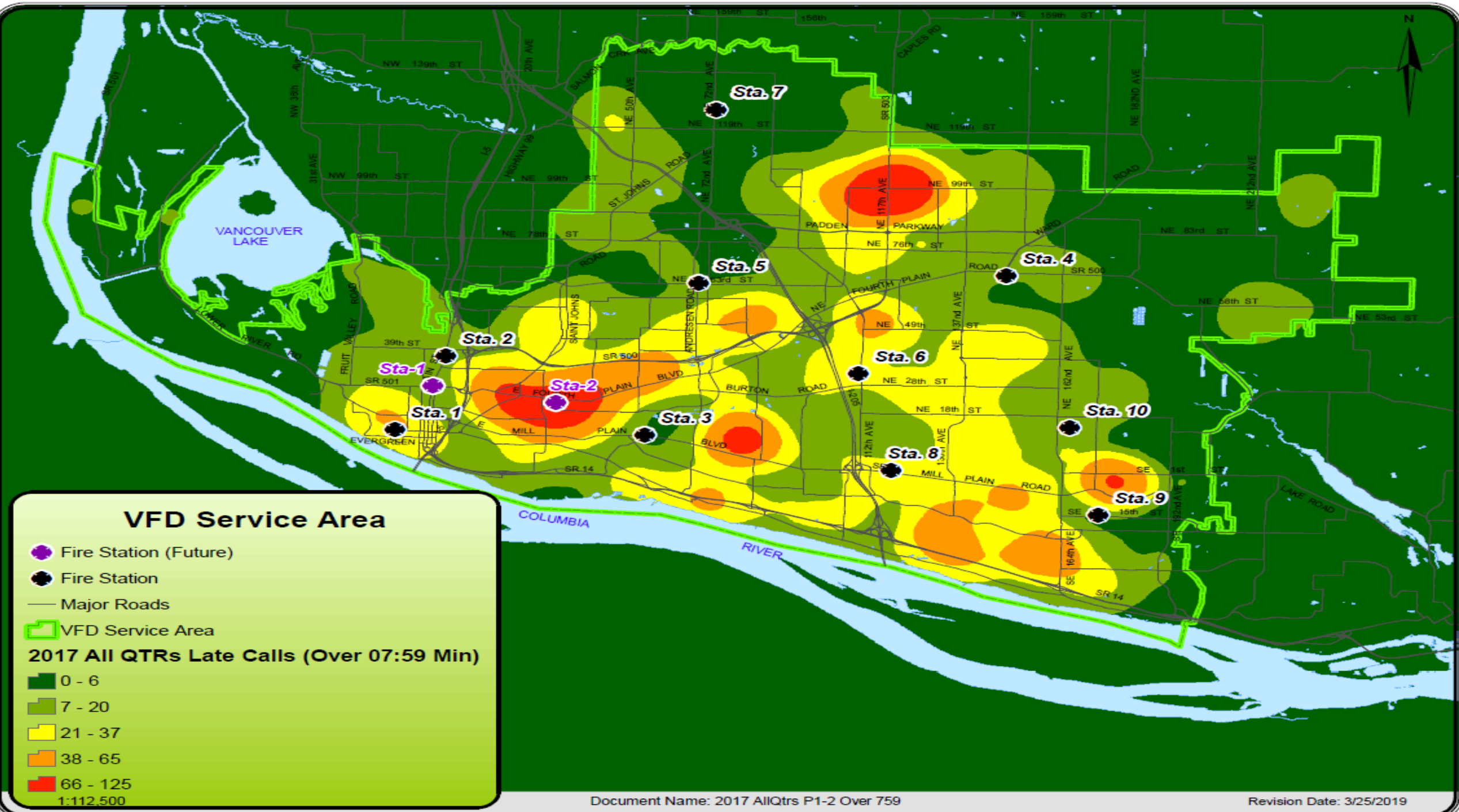
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CAPITAL PROJECTS



-  New park designed & constructed
-  Existing park redesigned & reconstructed
-  Existing park improved with new/additional amenities
-  Economic vitality project
-  Fire station renovation project
-  Public Works Operation Center project

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VFD Service Area

● Fire Station (Future)

● Fire Station

— Major Roads

▬ VFD Service Area

2017 All QTRs Late Calls (Over 07:59 Min)

0 - 6

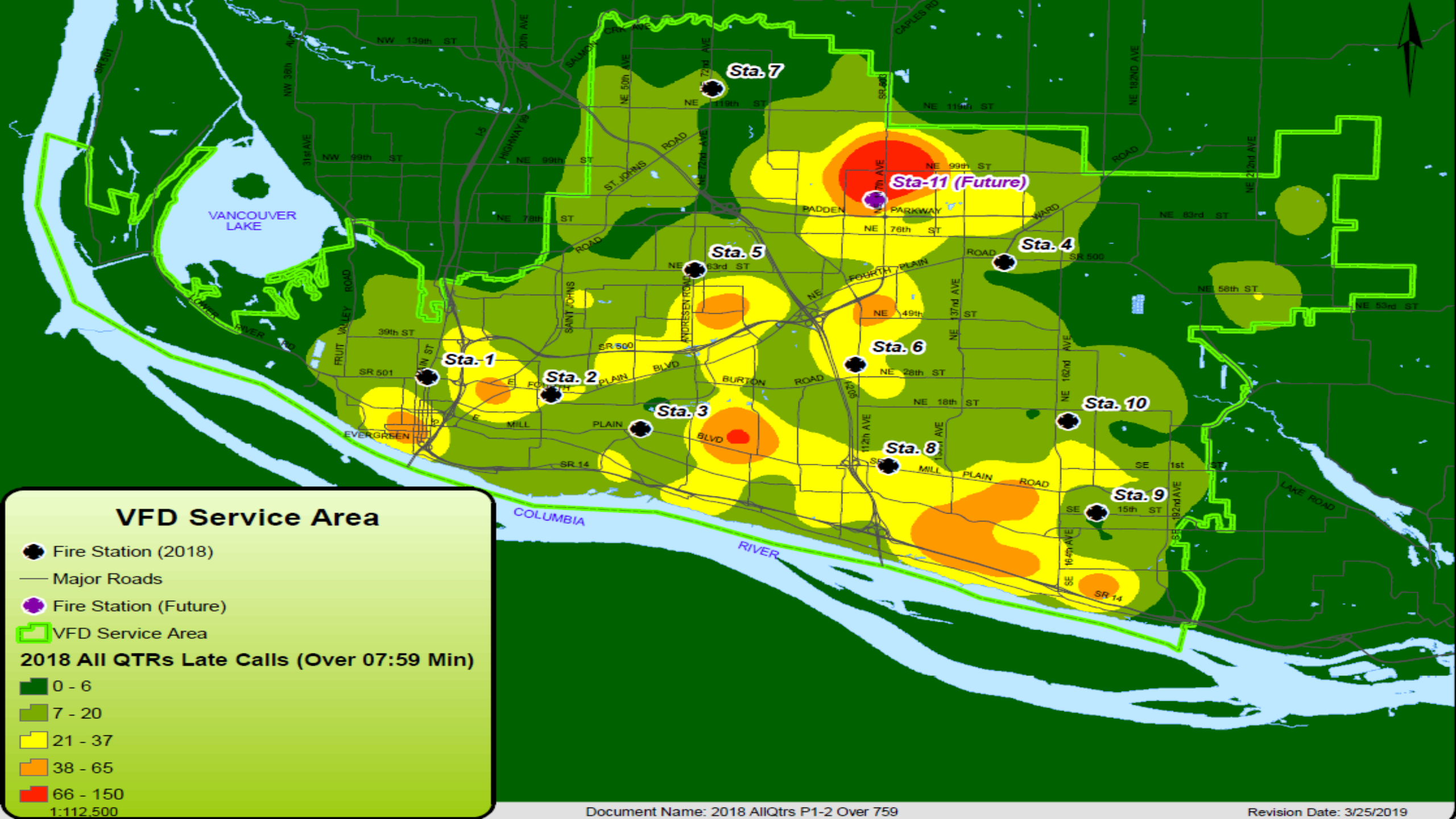
7 - 20

21 - 37

38 - 65

66 - 125

1:112,500



VFD Service Area

- Fire Station (2018)
- Major Roads
- Fire Station (Future)
- ▭ VFD Service Area

2018 All QTRs Late Calls (Over 07:59 Min)

- 0 - 6
 - 7 - 20
 - 21 - 37
 - 38 - 65
 - 66 - 150
- 1:112,500

Safe Community: Operations Center

INVESTMENT:

Relocate & Replace
Operations Center

OUTCOME:

Improved safety,
efficiency &
preparedness

Current site redevelopment
opportunity

Population served
~250,000

COST:

\$125 m

METHOD:

Utilities: \$75 m
Utility rate adjustment
(under review)

General Fund: \$50 m

Internet sales tax revenue
(secured)



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CAPITAL PROJECTS



- ★ New park designed & constructed
- ★ Existing park redesigned & reconstructed
- ★ Existing park improved with new/additional amenities
- 💰 Economic vitality project
- 🔥 Fire station renovation project
- ❄️ Public Works Operation Center project

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Economic Vitality: Targeted Infrastructure Investment

INVESTMENT:

(samples)

Section 30

Fourth Plain

Lower Grand

The Heights

OUTCOME:

Up to 9,000 new jobs
New urban district

Up to 3,000 new jobs

New urban district
development

COST:

\$52 m

METHOD:

Levy Lid Lift: \$13 m

B&O: \$17 m

Business License Surcharge:
\$10 m

Vehicle License Tab: \$12 m



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CAPITAL PROJECTS



- ★ New park designed & constructed
- ★ Existing park redesigned & reconstructed
- ★ Existing park improved with new/additional amenities
- 💰 Economic vitality project
- 🔥 Fire station renovation project
- ❄️ Public Works Operation Center project

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Neighborhood Vibrancy: Neighborhood Parks

INVESTMENT:

7 new
neighborhood parks

12 revitalized neighborhood
parks

OUTCOME:

25 neighborhoods
served (37%)

62,000 people served

COST:

\$15.8 m

METHOD:

Levy Lid Lift: \$6.3 m

Park Impact Fees:
\$9.5 m

Neighborhood Vibrancy: Community Parks

INVESTMENT:

6 Park Projects:

2 new construction

4 revitalized

OUTCOME:

25 Neighborhoods served

62,000+ people served

COST:

\$59 m

METHOD:

Levy Lid Lift:
\$37.5 m

Park Impact Fees: \$22.5 m



**A STRONGER
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CAPITAL PROJECTS



-  New park designed & constructed
-  Existing park redesigned & reconstructed
-  Existing park improved with new/additional amenities
-  Economic vitality project
-  Fire station renovation project
-  Public Works Operation Center project

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Programs Overview

Safe Community: Fire/EMS Programs

INVESTMENT:

Four peak rapid response
EMS rescue units

8 paramedics

OUTCOME:

Reduce overall Fire/EMS
system response times

~250,000 people served

COST:

\$2.3 m

METHOD:

Levy Lid Lift

Safe Community: Fire Prevention Programs

INVESTMENT:

Fire Prevention Program

Sprinkler Program
(single-family residential)

OUTCOME:

Reduce incidence of
residential fires, loss
of life & property

COST:

Fire Prevention:
\$0.6 m annually

METHOD:

Business License Surcharge

COST:

Sprinkler Program:
\$1 m annually

METHOD:

Utility Tax

Safe Community: Traffic Safety Improvement

INVESTMENT:

A citywide traffic safety program

1 FTE

OUTCOME:

Decrease incidence of pedestrian-vehicle collisions

~185,000 people served

COST:

\$0.6 m annually

METHOD:

Business License Surcharge

Safe Community: Problem-Oriented Policing Unit

INVESTMENT:

Establish a Problem-Oriented Policing Unit

OUTCOME:

Reduce incidence of crime by proactively identifying, addressing trends and causes

COST:

\$1 m annually

METHOD:

B&O Tax

Economic Vitality: District Planning & Implementation

INVESTMENT:

Proactive Business District
Planning &
Implementation:

samples:

The Heights
Section 30
Lower Grand
Fourth Plain

OUTCOME:

Increase opportunity for new
economic investment in
targeted areas throughout
the city

COST:

\$0.6 m annually

METHOD:

B&O Tax

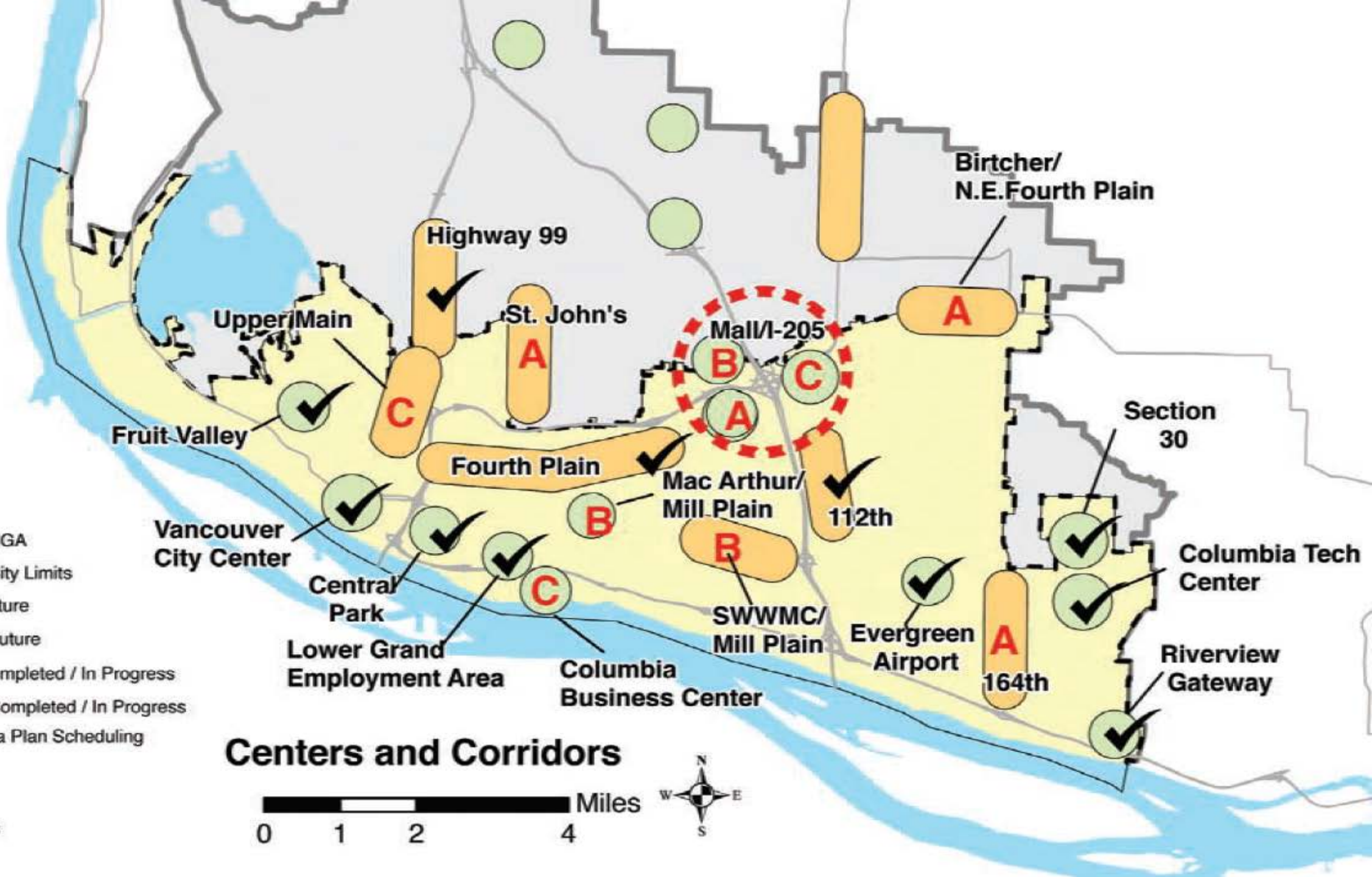
Legend

- Vancouver UGA
- Vancouver City Limits
- Centers - Future
- Corridors - Future
- Centers - Completed / In Progress
- Corridors - Completed / In Progress

Anticipated Subarea Plan Scheduling
A - 1 to 5 years
B - 5 to 10 years
C - 10 to 20 years

— Major Roads

Centers and Corridors



Economic Vitality: Pedestrian & Bike Infrastructure

INVESTMENT:

Citywide pedestrian
& bike infrastructure

OUTCOME:

Increase number of residents
using transportation
alternatives

Improved livability

Reduced environmental
impact

COST:

\$0.3 m annually

METHOD:

Business License Surcharge

Economic Vitality: Homeless Services & Response

INVESTMENT:

Homeless/Mental Health
Resource Team

Clean-Up Program

Facility Operations

OUTCOME:

Increase capacity to address
the needs of residents
experiencing homelessness

COST:

\$2.3 m annually

METHOD:

Levy Lid Lift:
\$0.1 m

Business & Occupation:
\$2.2 m

Economic Vitality: Arts, Culture & Heritage Programs

INVESTMENT:

Public art program

Grants for the arts

Cultural programs & events

OUTCOME:

Increase economic vitality
through support of arts
economy

COST:

\$0.5 m annually

METHOD:

Admissions Tax

Economic Vitality: A Vibrant Downtown

INVESTMENT:

Safety Improvements

Homeless Outreach

Parking & Transportation

Clean-Up

Main Street Activation &
Beautification

Marketing & Business
Development

OUTCOME:

Increase the cleanliness,
safety, livability and vibrancy
of downtown

~9,500 full-time residents
served

~12,000 daytime employees
served

Increased tourism
revenues(?)

COST:

\$0.7 m annually

METHOD:

Parking & Business
Improvement Area

Vibrant Neighborhoods: Community Events

INVESTMENT:

Expand the citywide special events program

Expand volunteer opportunities

OUTCOME:

Increased community engagement through more diverse & frequent community events

~20,000 volunteer hours

~22,000 additional people served by events

COSTS:

\$0.3 m annually

METHOD:

Business License Surcharge

Vibrant Neighborhoods: Neighborhood Programs

INVESTMENT:

Expand the capacity
of the Office of
Neighborhoods

Establish
Neighborhood Grant
Program

OUTCOME:

Increased support of the
City's neighborhood
associations

Improved neighborhood and
livability

~160,000 people served
In 67 neighborhood
associations

COST:

\$0.3 m annually

METHOD:

Business License Surcharge

Vibrant Neighborhoods: Multi-Lingual Outreach

INVESTMENT:

Establish a dedicated multi-lingual outreach program

OUTCOME:

Increased engagement with diverse communities

~37,000 people who speak English as a second language served

COSTS:

\$0.3 m annually

METHOD:

Business License Surcharge

Vibrant Neighborhoods: Summer Playground Program

INVESTMENT:

Expand the summer playground program (locations & hours)

OUTCOME:

Increased opportunities for children to engage in safe, supervised summer activities

~350 additional children served

COSTS:

\$0.4 m annually

METHOD:

Business License Surcharge

Vibrant Neighborhoods: Reducing Cost Barriers to Rec Programs

INVESTMENT:

Raise revenue to offset the
cost of reduced fees for
low-income participants in
Parks
& Recreation programming

OUTCOME:

Reduced cost barriers to
participation in recreation
programs

~18,000 people served

COST:

\$2 m annually

METHOD:

Levy Lid Lift: \$0.2 m

Business License Surcharge:
\$0.1 m

Utility Tax: \$1.7 m

Vibrant Neighborhoods: At-Risk Youth Program

INVESTMENT:

Implement an at-risk youth program (??)

OUTCOME:

Increased connection with at-risk youth through City recreation programs

Reach ~600 youth annually

COSTS:

\$0.1 m annually

METHOD:

Business License Surcharge

Vibrant Neighborhoods: Parks Maintenance

INVESTMENT:

Expand parks maintenance capacity to meet demand of enhanced/new parks system

OUTCOME:

Well-maintained parks

Longer asset life

~185,000 people served

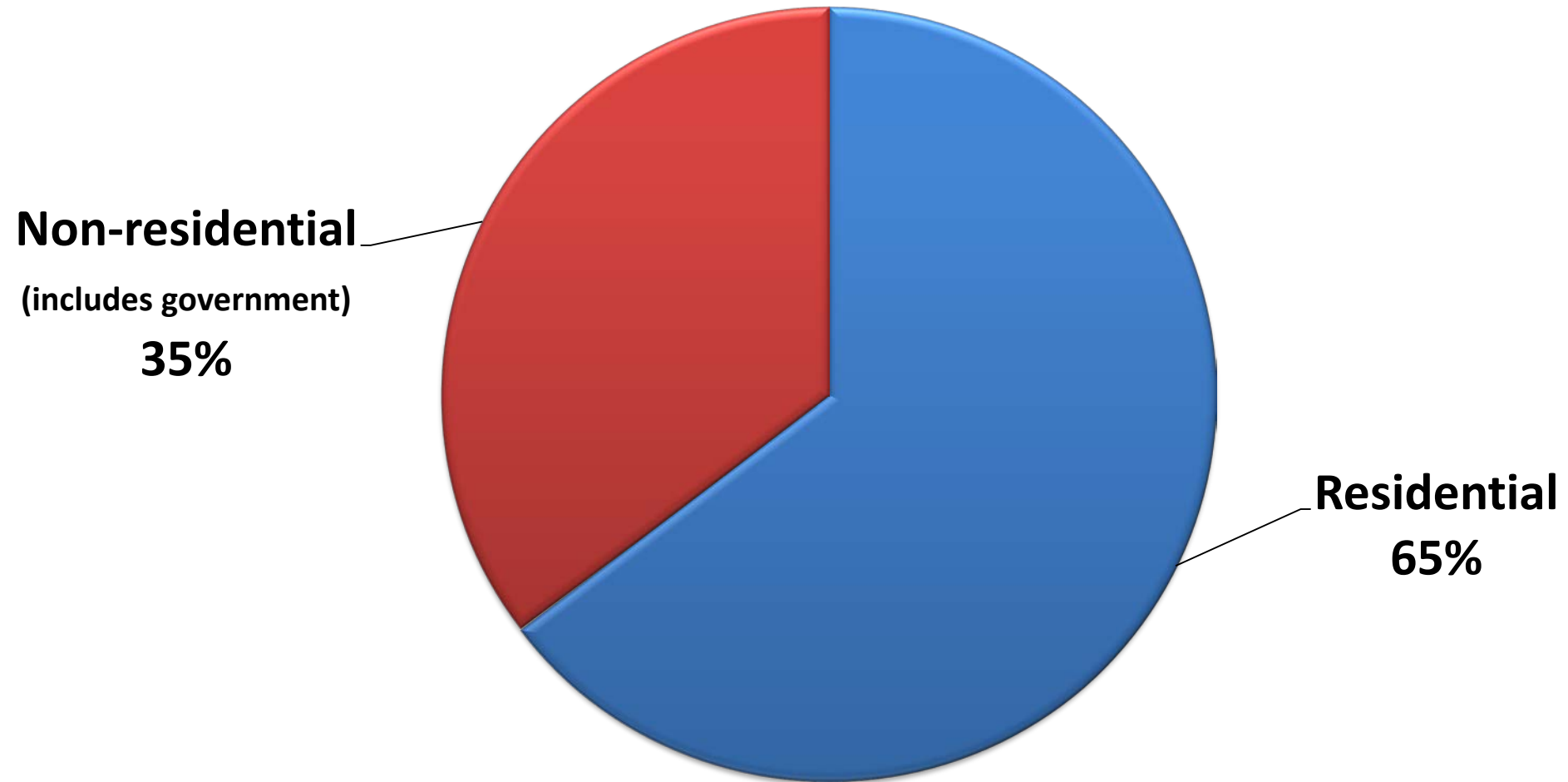
COSTS:

\$1.4 m annually

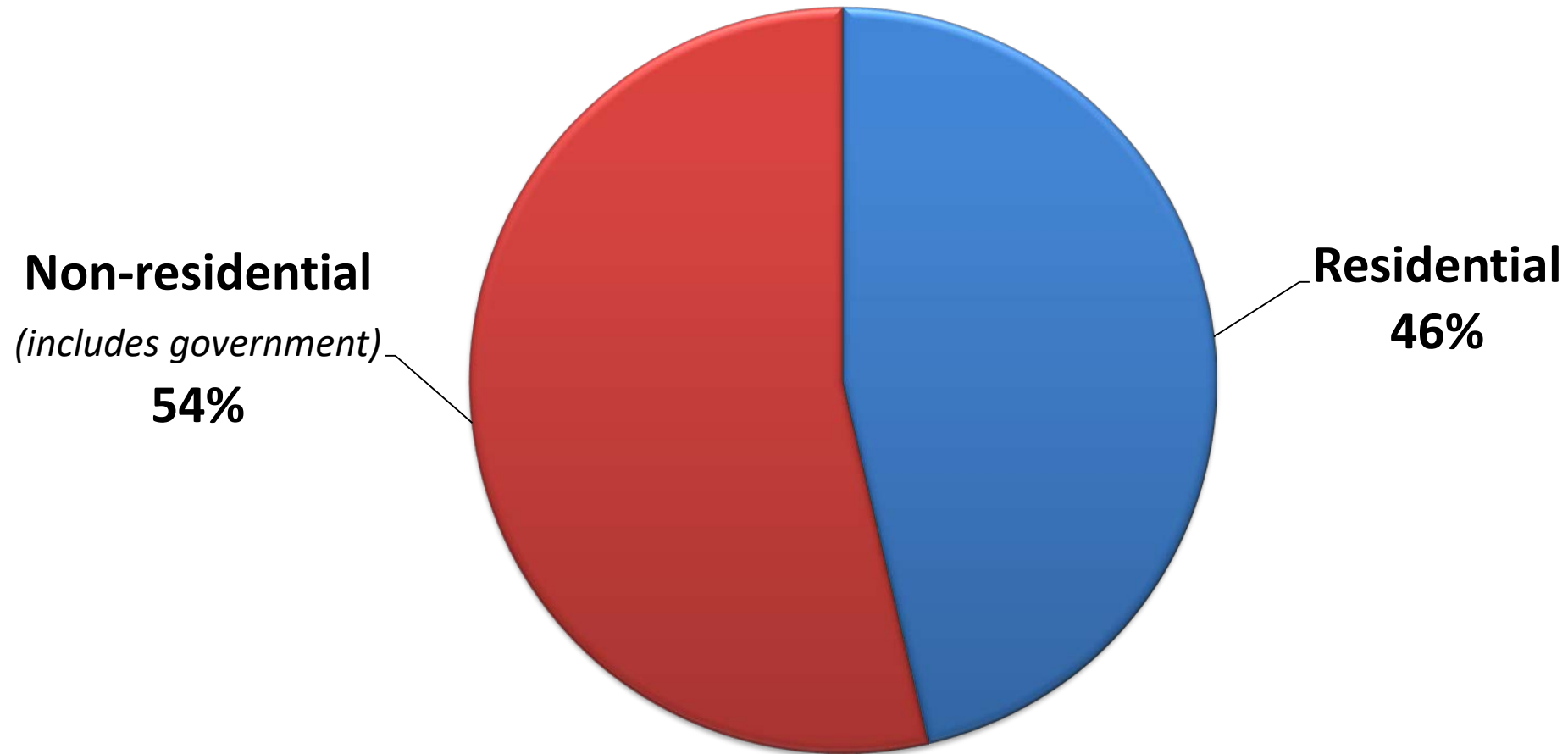
METHOD:

Levy Lid Lift

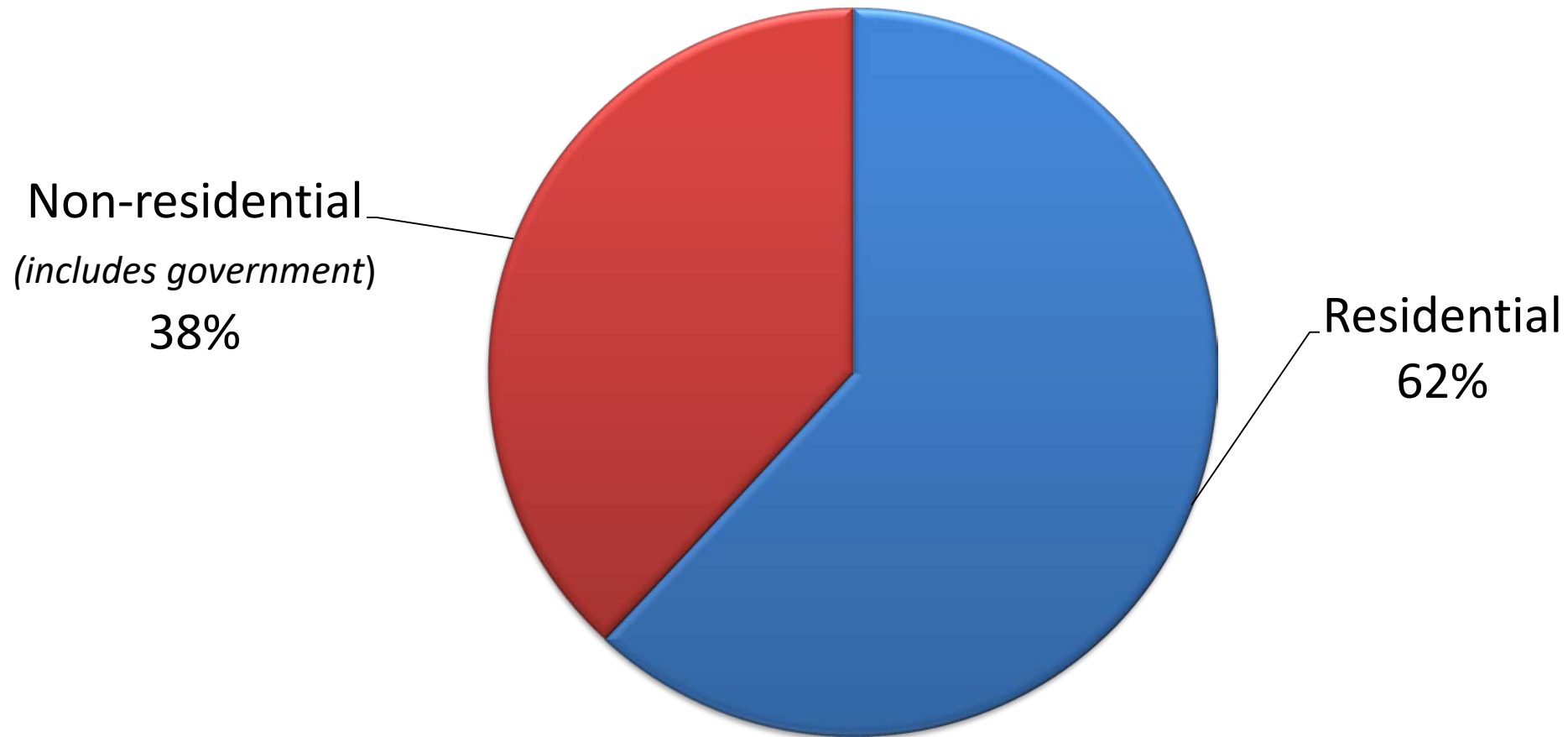
Who Pays? – Current Payer Balance



Stronger Vancouver Recommendation only



Current + Stronger Vancouver Recommendation



Implementation

Phasing

Ballot Timing

Revenue Package

Levy Lid Lift

Business
Revenue

Other Sources

Service Package

Projects

Programs

Overview of key Questions

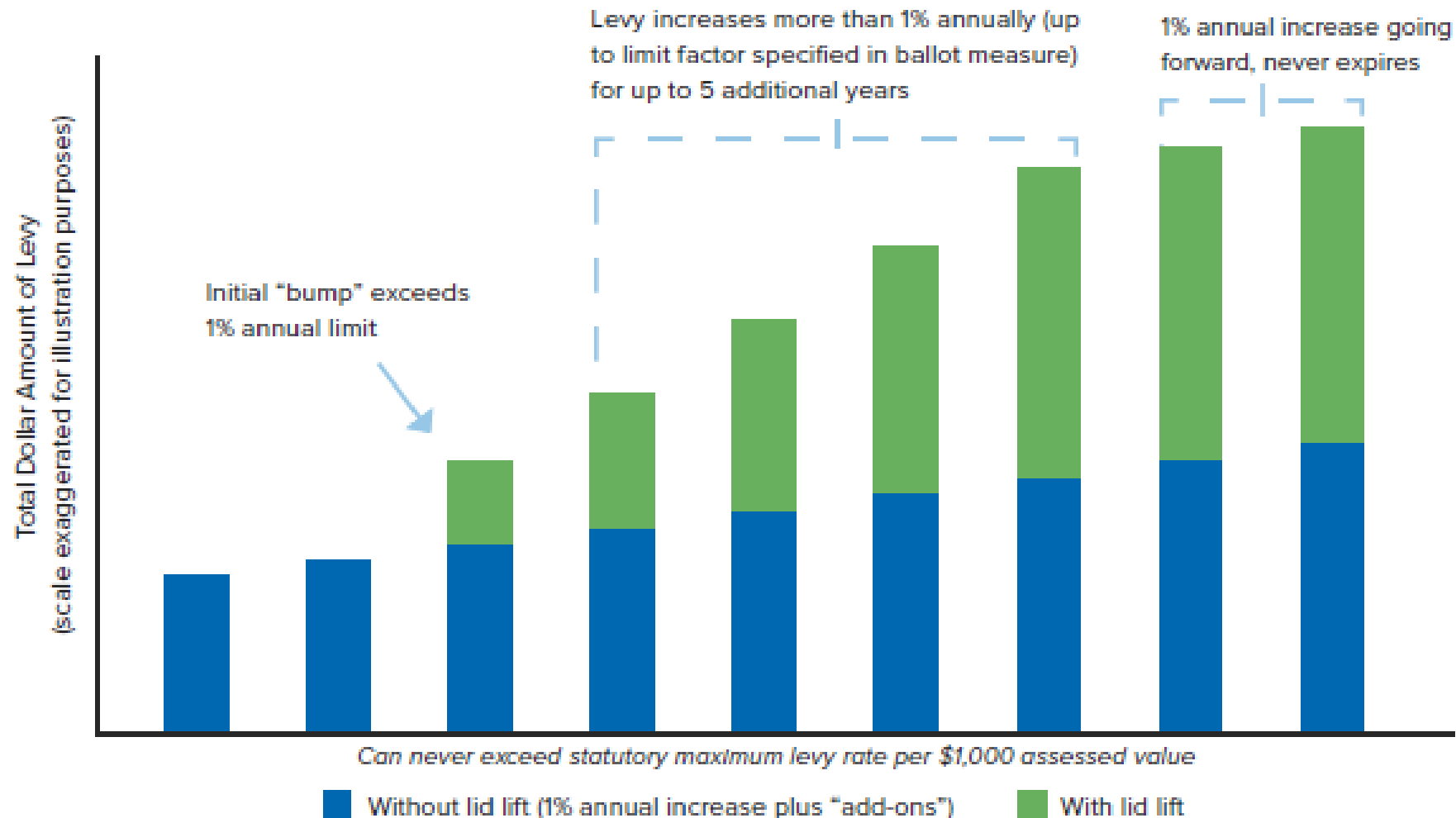
- What changes to package does Council wish to make (additions/deletions/resizing)?
 - Projects?
 - Programs?
 - Revenue components?

Overview of key Questions

- What property tax tool is preferred?
 - Single-year bump?
 - Multi-year bump?
 - Bond +levy?
- Should Affordable Housing be included?
- What is desired election date?
 - How long should be provided for a campaign?

Overview of key Questions

MULTI-YEAR PERMANENT LEVY LID LIFT



Overview of key Questions

Affordable Housing Fund:

- Created by voters November 2016
- Excess levy dedicated to affordable housing services for very low income residents (<50% AMI)
- 7 years, \$6 m per year
- Expires at end of 2023

Overview of key Questions

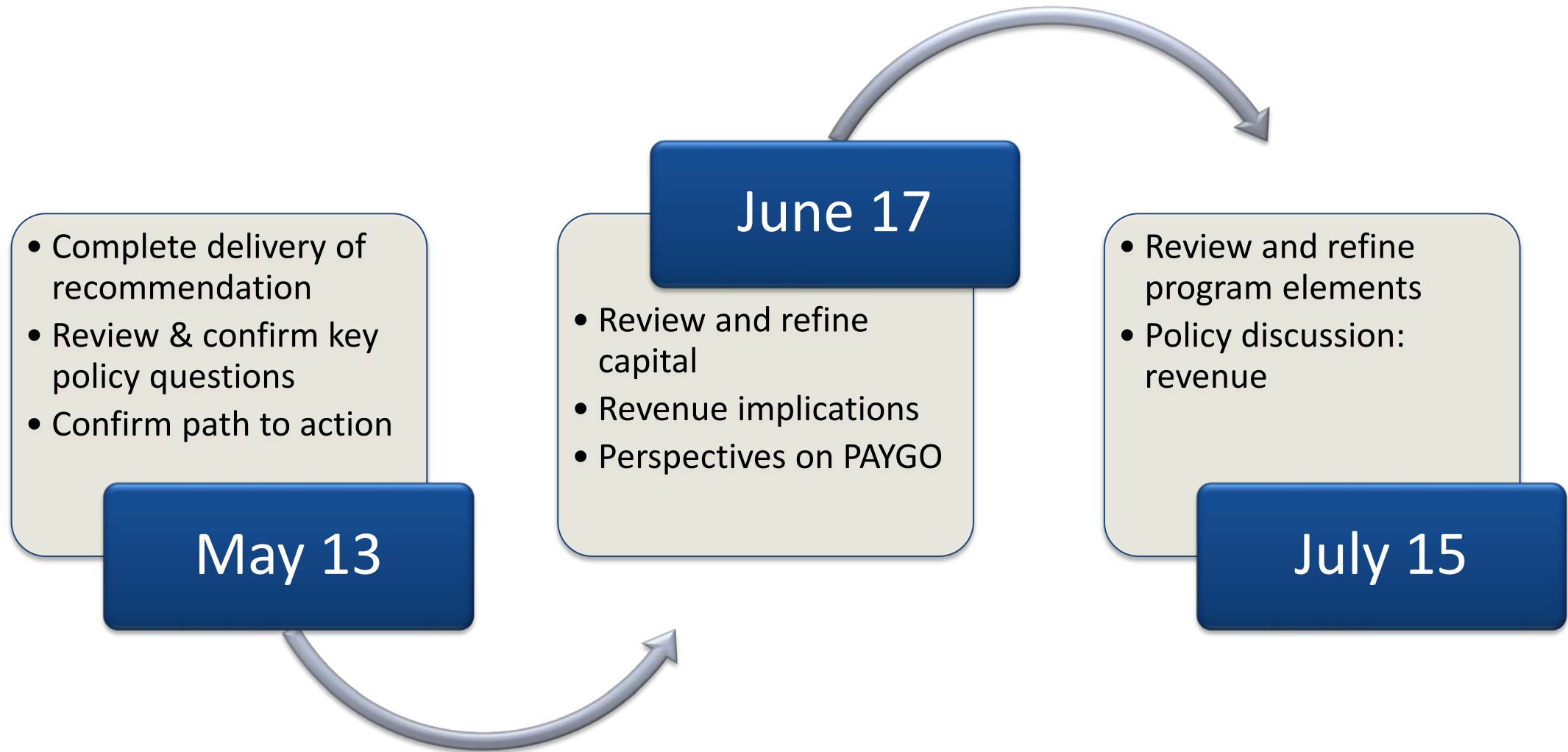
Affordable Housing Fund:

- Could be converted to permanent under multi-year lid lift as a general purpose levy with purpose defined by ballot title.
- Would grow proportionate to base levy

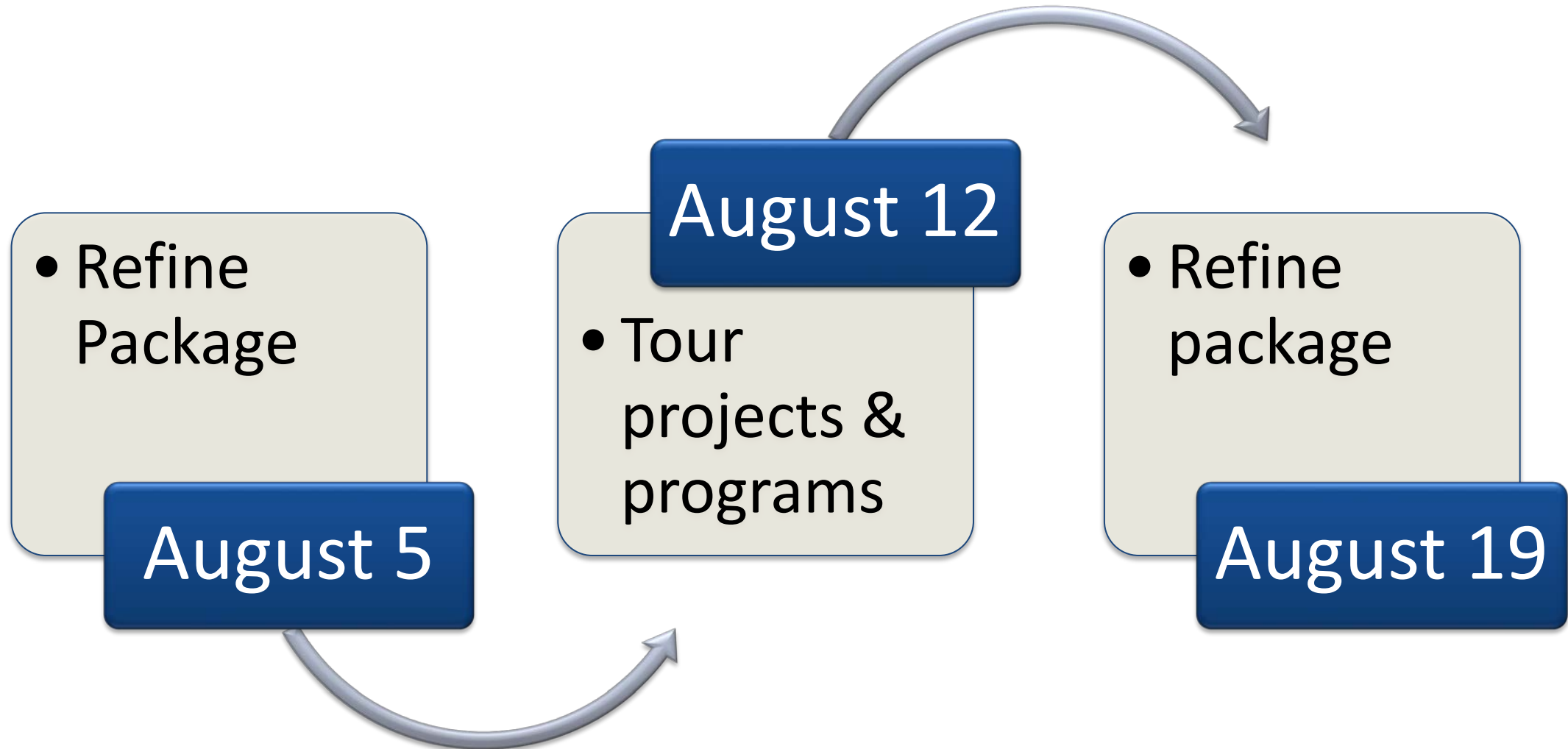
Overview of key Questions

- What business tax scenario is preferred?
- Should package be adopted all at once?
Piecemeal? Contingent? Phasing?
- What is desired scope of education and awareness campaign? All? Voted only?

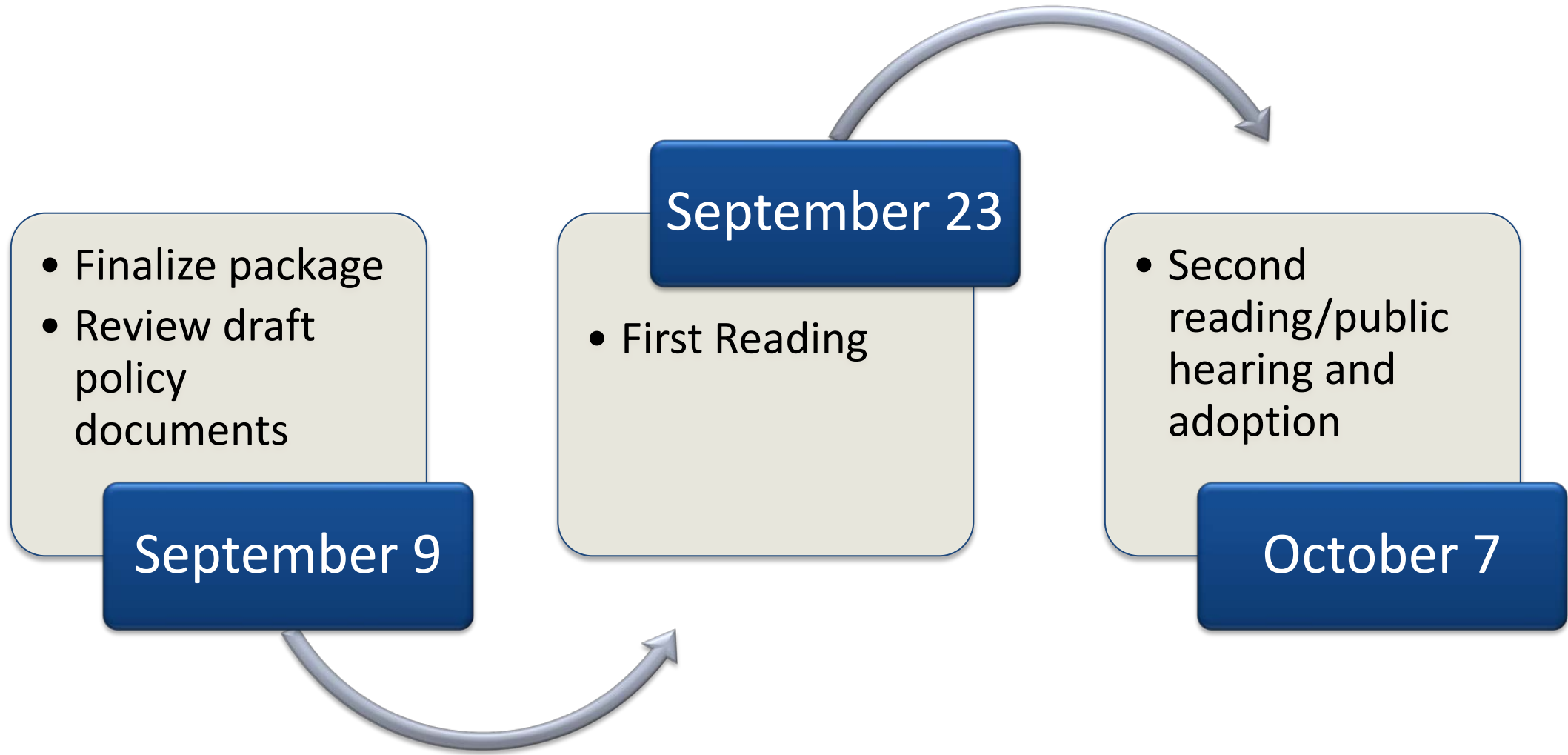
Path to Action



Path to Action



Path to Action



Communications & Engagement

- Multiple ingredients
- Single voted element
- Scope, strategy and timing depend upon Council action
- Currently aligning resources to support a broad, multi-platform effort:
 - Traditional, digital + in-person resident engagement

Discussion and Next Steps

- Questions & Discussion
 - Initial direction(s)?
- Confirmation of next steps

Thank you!



Staff Report 057-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/13/2019

SUBJECT Bid Award for the SE 164th/162nd Ave NHS Resurfacing Project (Mill Plain to NE 18th St)

Key Points

- The City maintains approximately 1,900 lane miles of streets in its street network.
- The City's annual resurfacing and preservation contracts are the primary way that the streets get curb to curb work done on them.
- The project includes approximately 9 lane miles of resurfacing with hot mix asphalt paving.
- City maintenance crews do not have the capacity to do this amount of paving work during the paving season.
- 50% of the construction for this project is being funded with a National Highway System (NHS) federal grant.

Strategic Plan Alignment

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

Present Situation

The SE 164th/162nd Ave. NHS Resurfacing Project (Mill Plain to NE 18th St.) is being constructed as part of the Pavement Management program. This year's pavement management program includes three separate resurfacing contracts. A total of 24 lane miles of street will be treated under those contracts. These contracts include the "SE 164th/162nd Ave NHS Resurfacing Project", which includes 9 lane miles of paving, the "E. Mill Plain Blvd. NHS Resurfacing Project", which includes 5 lane miles of paving and microsurfacing, and the "2019 Resurfacing Project" which includes 10 lanes miles of paving.

The recommended action in this staff report is to award the SE 164th/162nd Ave NHS

Resurfacing Project. The E. Mill Plain Blvd. NHS Resurfacing Project and 2019 Resurfacing Project are both currently scheduled for award on June 3, 2019.

On April 30, 2019, the City received 3 bids for the subject project. The bids ranged between \$1,908,908.00 to \$1,990,990.00. The low bidder was responsive. The bids are as follows:

Summary of Bids	
<u>Bidder</u>	<u>Amount</u>
Lakeside Industries Inc., Vancouver, WA	\$1,908,908.00
Clark & Sons Excavating, Battle Ground, WA	\$1,979,431.00
Granite Construction Company, Vancouver, WA	\$1,990,990.00
Engineers' Estimate	\$2,100,000.00

Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) set an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 8%. Lakeside Industries Inc. has committed to meet this goal. Although this project has not been assigned a federal training requirement, federal guidelines for grant projects do not allow the inclusion of local agency apprenticeship programs. Consequently, there are no City apprenticeship goals for this project.

Advantage(s)

1. Will result in new pavement on approximately 9 lane miles of city street protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood livability.

Disadvantage(s)

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

Budget Impact

The project is currently funded through the Pavement Management Program. \$1,000,000.00 is budgeted for the City's portion and the Federal NHS grant will be used for the remaining amount. Sufficient funds are budgeted to construct the project.

Prior Council Review

None.

Action Requested

Authorize the City Manager or designee to award a construction contract for the SE 164th/162nd Ave NHS Resurfacing Project to the lowest responsive and responsible bidder, Lakeside Industries Inc., of Vancouver, WA, Washington, at their bid price of \$1,908,908.00, which includes Washington State sales tax, and same.

Chris Sneider, Senior Civil Engineer, 487-8239; Ryan Miles, Operations Superintendent, 487-7708

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract

I:\PROJECTS\ACTIVE PROJECTS\072819 - 2019 PAVEMENT MANAGEMENT PROJECTS\NHS RESURFACING\PS&E\SHEETS\164TH-162ND\G01-C03.DWG

CITY OF VANCOUVER, WASHINGTON



PLANS FOR PROPOSED
**SE 164TH/162ND AVE.
NHS RESURFACING PROJECT**

MARCH 2019

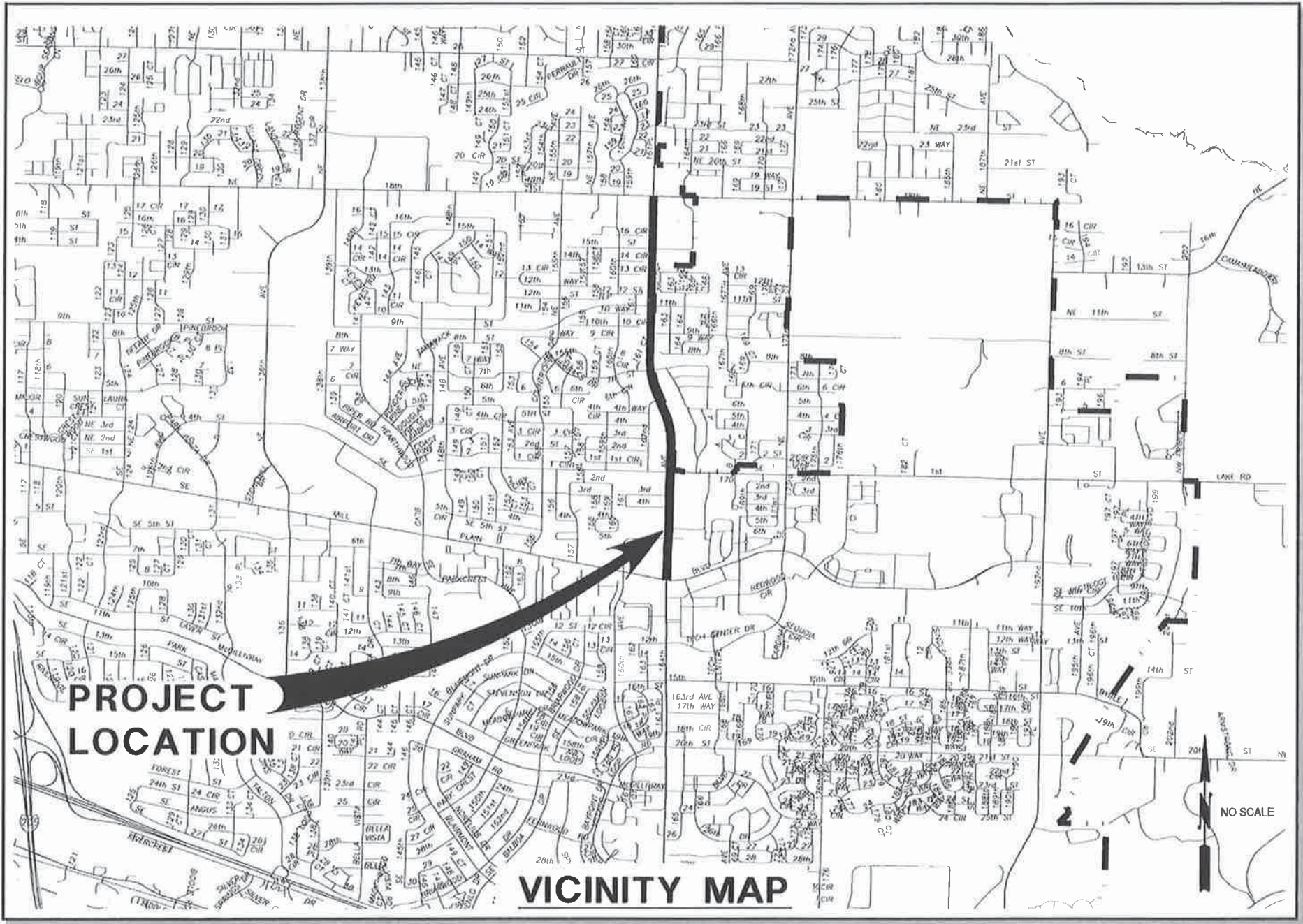
PROJECT NUMBER - 072819
BUDGET NUMBERS: 103-714310-0000-

SE 164TH/162ND AVE. NHS RESURFACING PROJECT
102-714310-0000-072819-06.10.08 - ADMINISTRATION/ENG
102-714310-0000-072819-06.11.08 - INSPECTION
103-714310-0000-072819-06.19.08 - CONTRACTOR PAYMENT
102-714310-0000-072819-06.20.08 - SURVEY

FEDERAL AID NO. - NHPP-4451(014)
FEDERAL AGREEMENT NO. - LA-9539
FEDERAL CONTRACT NO. - TA-6602

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
GENERAL	1	G01	COVER SHEET
	2	G02	GENERAL NOTES, ABBREVIATIONS AND LEGEND
	3	G03	SHEET INDEX
STREET	4-6	C01-C03	RESURFACING PLAN
SIGNING AND STRIPING	7-10	SS01-SS04	STRIPING PLAN
STANDARD DETAILS	11-13	D01-D03	STANDARD DETAILS



PUBLIC WORKS - TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA 98668-1995
360-487-7750
FAX: 360-487-4781

APPROVAL BY:
TRAFFIC ENGINEERING MANAGER

APPROVAL BY:
ENGINEERING MANAGER
SHEET 1 OF 13

SE 164TH/162ND AVE. NHS RESURFACING PROJECT

CITY OF VANCOUVER

CONTRACT # _____

ITB# 19-11: SE 164th/162nd Ave NHS RESURFACING

THIS CONTRACT, effective this _____ day of _____, 2019, is entered into by and between Lakeside Industries, 8705 NE 117th Ave, Vancouver, WA 98662, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

This Contract provides for the improvement of * streets within the City of Vancouver including pavement repair, milling of roadways, paving of existing roads, minor utility adjustments, striping, *** and other work, all in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications.**

The project shall be physically completed within 25 working days from the Notice to Proceed (NTP) date.

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

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

necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

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

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

4. **City of Vancouver Business & Occupational License:** In most cases, contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/contractors shall contact the State of Washington Business License Service (BLS) at: <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.

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

\$1,908,908.00

One Million Nine Hundred Eight Thousand Nine Hundred Eight Dollars 00/100

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the

materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by the Prime Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the work of this Contract will be paid not less than the prevailing rate of wage for an hours work in accordance with the provisions of the Revised Code of Washington, Chapter 39.12, and all rules and regulations promulgated pursuant thereto.

The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025

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

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

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

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

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

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

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request

and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.

12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

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

for said breach or default, including but not limited to termination of this Contract for convenience.

18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. This Contract,
 2. Amendments thereto,
 3. The Invitation to Bid and any Addenda thereto,
 4. Bid Form,
 5. Special Provisions,
 6. Contract Plans,
 7. Amendments to the Standard Specifications,
 8. Standard Specifications,
 9. Amendments to the Standard Plans,
 10. Standard Plans.
19. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

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

Contractor:
Lakeside Industries
PO Box 820465
Vancouver, WA 98684

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Lakeside Industries

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB# 19-11: SE 164th/162nd Ave NHS RESURFACING

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB# 19-11: SE 164th/162nd Ave NHS RESURFACING

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

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

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

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

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

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

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

SURETY

By:_____

Title:_____

Street Address

City State ZIP

Phone Number

CONTRACTOR

By*:_____

Title:_____

Street Address

City State ZIP

Phone Number

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



Staff Report 062-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/13/2019

SUBJECT NE 152nd Ave/NE 43rd Street Sewer Realignment

Key Points

- The project will install approximately 966 lineal feet of 8-inch gravity sewer mains in the Burnt Bridge Creek neighborhood.
- The City received 6 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Folden Construction, Inc., of Vancouver, WA, at the bid price of \$366,066.00.

Strategic Plan Alignment

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

Present Situation

The NE 152nd Avenue Sewer Re-alignment project is proposed to install 966 lineal feet of 8-inch gravity sewer main to replace an existing 8-inch main that requires extensive monthly maintenance. The existing main over the past several years has required on-going preventative maintenance, flushing and cleaning of the main to ensure that property owners were provided the best sewer service possible. It has been determined that it would be more cost effective to replace and realign the main. In addition, this will reduce the City's liability related to potential sewer backups.

On April 23, 2019, the City received 6 bids for the project. The bids ranged between \$366,066 and \$533,837. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
Bidder	Amount
Folden Construction, Inc., Vancouver, WA	\$366,066.00

Advanced Excavating Specialists, LLC, Longview, WA	\$424,219.94
McDonald Excavating, Inc., Washougal, WA	\$425,327.60
Nutter Corporation, Vancouver, WA	\$465,399.22
Clark and Sons Excavating, Inc., Battle Ground, WA	\$528,078.60
Nyland Inc., Brush Prairie, WA	\$533,836.42
Engineers' Estimate	\$450,000.00

Based on the amount of the bid, this project is below the \$500,000 limit that requires a minimum apprenticeship utilization.

Advantage(s)

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

Disadvantage(s)

None.

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2019-2020 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2019-2020 Sewer Construction Fund Capital Budget.

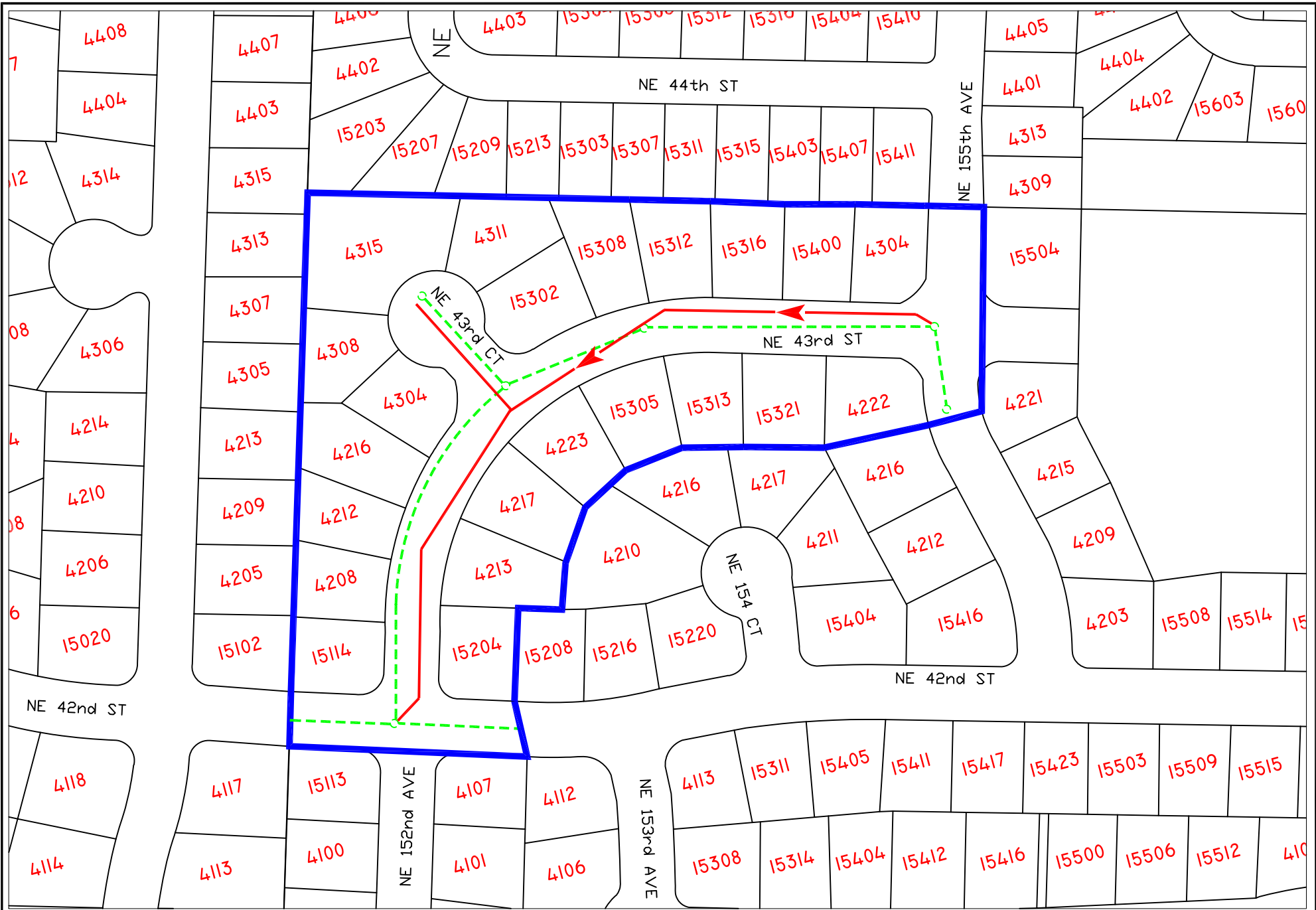
Action Requested

Authorize the City Manager or designee on May 13, 2019, to award a construction contract for the NE 152nd Avenue Sewer Re-Alignment project to the lowest responsive and responsible bidder, Folden Construction, Inc. of Vancouver, WA at their bid price of \$366,066, which includes Washington State sales tax.

Sheryl Hale, Senior Engineering Supervisor, 487-7151

ATTACHMENTS:

- ▣ Project Boundary Map - NE 152nd Ave
- ▣ Contract



NE 152nd Ave & 43rd St Sanitary Sewer Re-Alignment

SCALE NONE

LEGEND

- ← PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- SEWER PROJECT BOUNDARY

CITY OF VANCOUVER

CONTRACT # _____

ITB #19-15: NE 152nd Ave and NE 43rd St Sewer Realignment

THIS CONTRACT effective this ____ day of _____, 2019 is entered into by and between Folden Construction, Inc., 11026 NE St. Johns Rd, Vancouver, WA 98686, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The Contractor shall furnish and install approximately 966 lineal feet of 8-inch PVC gravity sewer main. The sewer will be installed within the existing City of Vancouver Sanitary Sewer right-of-way, including all laterals, manholes, and all appurtenances as shown on the plans and specified herein.

The Contractor shall also abandon in place 745 lineal feet of 8-inch of existing gravity sewer main and decommission 1 existing manhole and 1 cleanout per City of Vancouver Specifications.

The Contractor shall also install three (3) ADA compliant curb ramps as shown on the plans and specified herein.

The Work under the Contract shall be fully completed within **30** working days of the Notice to Proceed.

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

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification

of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

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

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

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

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

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

\$366,066.00

____Three Hundred Sixty Six Thousand Sixty Six Dollars 00/100_____

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **April 23, 2019**.

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

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

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

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

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

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

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

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

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

11. **Ownership of Records and Documents – Public Disclosure:** All materials, writings and products produced by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such materials, writings and products to the City. A copy may be retained by the Contractor. In the event the City receives a public record request for such materials, writings of products the City may, in its discretion, notify the Contractor of such request and withholds disclosure of such information for not less than five (5) business days to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees, or penalty assessment under Chapter 42.56 RCW.
12. **Amendments:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Contract.
13. **Jurisdiction/Venue:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.
14. **Assignment:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without express written authorization.
15. **Termination for Convenience:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.
16. **Termination for Cause:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the Owner reserves the right, upon

written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

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

17. **Opportunity to Cure:** The Owner at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by Owner and the deadline to accomplish the remedies. If the Contractor fails to remedy to the Owner's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
18. **Contract Documents & Order of Precedence:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
 1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor's Bid,
 6. Special Provisions,
 7. Contract Plan Set,
 8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 9. City of Vancouver Standard Plans,
 10. WSDOT Amendments to the WSDOT Standard Specifications,
 11. WSDOT Standard Specifications,
 12. WSDOT Standard Plans.
19. **Notices:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

Owner:

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

Contractor:

Folden Construction, Inc.
11026 NE St. Johns Road
Vancouver, WA 98686

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Folden Construction, Inc.

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #19-15: NE 152nd Ave and NE 43rd St Sewer Realignment

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #19-15: NE 152nd Ave and NE 43rd St Sewer Realignment

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

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



Staff Report 063-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/13/2019

SUBJECT Vigor Lease of City Boat Basin

Key Points

- Vigor Industrial is in the process of purchasing the Christensen Shipyard facility at 4400 SE Columbia Way, owned by CGI, and wishes to assume CGI's longstanding lease of the City's boat basin located at 901 SE Marine Park Way in order to launch, outfit, moor, and retrieve vessels they will be constructing or repairing at the shipyard.
- Vigor is consolidating two other boat design and manufacturing facilities by moving their operations to Vancouver and will employ approximately 400 skilled workers at full production;
- The City is the owner of the boat basin land and two easements that it first leased to CGI, successor to the Christensen Motor Yacht Corporation, Inc., for a period of 60 years beginning on March 26, 1990, and an amendment to the lease in 1996 extended the 60-year lease term to the Year 2056;
- CGI intends to transfer their lease of the boat basin from to Vigor Industrial subject to all existing terms and conditions; however, Vigor Industrial is requesting that language from the 1990 agreement that refers to "yachts" be replaced with "marine vessels" because Vigor will be building a variety of watercraft vessels. This is the only proposed substantive change to the 1990 agreement.

Strategic Plan Alignment

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

Present Situation

The City is the owner of land and two easement that it first leased to CGI, successor to

Christensen Motor Yacht Corporation, Inc. for a term of 60 years, to construct a boat basin and boat launch, as described in Exhibit A to the draft lease, in support of its yacht construction business located at 4400 SE Columbia Way, pursuant to a 1990 Agreement. For many years, Christensen manufactured luxury yachts at their facility and used the boat basin to outfit and launch their vessels, but recently it was announced that the company would be relocating to new facility in Tennessee.

Vigor Industrial, an established steel and aluminum boat building company, recently announced it was negotiating a purchase of the Christensen facility to accommodate their 10-year, nearly \$1 billion contract with the U.S. Army to build next generation landing craft. Vigor has indicated that the Christensen facility will employ 400 skilled workers at full production, and is ideally-suited for their manufacturing needs, but continued access to the City's boat basin for launching and retrieval of their vessels is a requirement of them consolidating two other boat-building facilities in Vancouver.

CGI intends to transfer their lease and all rights and responsibilities to Vigor; however, Vigor has noted that the original lease to CGI references that the boat basin would for "yachts" which Vigor is clearly not intending to manufacture. As such, Vigor has requested that the Basin Lease Agreement be amended to replace "yachts" with "marine vessels." This is the only substantive change that is proposed.

Vigor, upon transfer of the lease by CGI, will assume the lease payments, and may use the basin solely for vessel launching, retrieving, mooring, egress, and ingress and for outfitting, repair, and maintenance of marine vessels in support of operations at 4400 SE Columbia Way. Vigor has indicated there are currently no conflicts between their proposed operations and the existing City fireboat house or use of the basin for the rapid response vessel, and will consent to continued use of the basin by the City fire department, subject to a separate sublease agreement.

Advantage(s)

- The agreement will clearly state the City's intent to allow other types of vessels besides only yachts to be launched, repaired, retrieved, moored, etc. in the boat basin which will facilitate the reuse of Christensen Shipyards facility by Vigor Industrial.
- The sublease of the boat basin for the City's fire rapid response vessel and boathouse will be maintained under a separate agreement.
- All other terms and conditions of the lease with CGI will remain as per the current lease.

Disadvantage(s)

None.

Budget Impact

None.

Prior Council Review

None.

Action Requested

Authorize the City Manager or designee to approve the attached amended agreement regarding the lease of the city's boat basin by CGI, which will transfer their lease to Vigor Industrial including rights to use two access easements until November 1, 2056 for purposes of launching, retrieving, storing, and outfitting marine vessels. The only substantive change in the agreement, last updated in 2018, is that, references to "yachts" will be replaced by "marine vessels" in order to make it clear that other types of vessels to be launched, retrieved, etc. by Vigor are not limited to yachts.

Chad Eiken, Community and Economic Development Director, 487-7882

ATTACHMENTS:

- ▣ Amended and Restated Basin Lease Agreement
- ▣ Area of Boat Basin Lease and Access Agreements
- ▣ 1996 Amended Boat Basin Agreement
- ▣ 1990 Boat Basin Agreement
- ▣ 2018 Fire Boat Sublease Agreement

AMENDED AND RESTATED BASIN LEASE AGREEMENT

This Amended and Restated Basin Lease Agreement (the “Basin Lease”) is made by and between the City of Vancouver (“City”) and Christensen Group, Inc., a Washington corporation (“CGI”) and assigns (collectively with CGI, referred to as “Tenant”), as of _____, __, 2019 (the “Effective Date”).

RECITALS

- A. The City is owner of land and two easements that it first leased to CGI, successor to Christensen Motor Yacht Corporation, Inc., for a term of 60 years, to construct a boat basin and boat launch, as described in Exhibit A and referred to in this Basin Lease as the “Basin,” in support of its yacht construction business located at 4400 SE Columbia Way, pursuant to a March 26, 1990 Agreement (the “1990 Agreement”).
- B. The 1990 Agreement was amended by the January 11, 1994 Amendatory Agreement to modify the legal description of the Basin and to construct a public trail for the City and for which the City subsequently assumed responsibility to maintain and operate as a public facility.
- C. The 1990 Agreement was amended again by the December 2, 1996 Amended Lease Agreement to establish a November 1, 1996 commencement date for the 60-year term and to modify the permitted depth of the two easements, referred to in this Basin Lease as the “Channel Access Easement” and “Basin Access Easement” and, collectively, as the “Access Easements.”
- D. The 1990 Agreement was further amended by the March 26, 2018 Lease Amendment to obtain CGI’s approval for the City of Vancouver Fire Department to sublease the Basin to operate a boathouse and rapid response vessel.

E. CGI intends to sell its property at 4400 SE Columbia Way and to assign the Basin Lease to another party who intend to use the Basin for the construction, repair, outfitting, launching, and retrieving a variety of marine vessels.

F. Because the 1990 Agreement, as amended, provides for the construction and launching of yachts at the Basin, CGI and the City desire to amend and restate the 1990 Agreement, as amended, in the form of this Basin Lease to clarify the permitted uses of the Basin.

NOW, THEREFORE, based on the mutual promises and covenants set out in this Basin Lease and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Term; Excise Taxes. The City leases to Tenant and Tenant leases from the City the Basin, as described in Exhibit A. The Commencement Date of the Basin Lease is November 1, 1996 and will expire sixty years from that date. As of the Effective Date of the Basin Lease, Tenant will pay all leasehold excise taxes under RCW 82.29A, and any other taxes or permit fees on the Basin. The excise tax due on December 1, 2018 was \$3,704.93.

2. Appraisal. Upon the twenty-fifth, thirtieth, thirty-fifth, fortieth, forty-fifth, fiftieth, and fifty-fifth anniversaries of the Commencement Date, the Basin will be appraised to establish the value of the land, separate from the improvements. The City and Tenant each will name an appraiser and the two shall select a third appraiser and the average of the appraisals shall determine the rent for the next five years; provided, any appraisal more than twenty-five percent above or below the other two shall be disregarded. The cost of the third appraiser shall be shared equally by the City and Tenant.

3. Rent. The rent due on December 1, 2018 was \$28,854.60. As of the Effective Date, Tenant, each year, will pay the City ten percent of the appraised value of the unimproved land and will continue to pay taxes as set forth in Paragraph No. 1. The annual payments will be made in advance of the anniversary dates of the Commencement Date.

4. Basin Dredging. Tenant may maintain the Access Easements to a depth of minus ten feet Columbia River Datum (CRD) and to a width of 100 feet to provide water access, as set forth in Paragraph No. 7.

5. Purpose; Uses. The Basin shall be used by Tenant solely for vessel launching, retrieving, mooring, egress, and ingress and for the outfitting, repair, and maintenance of marine vessels in support of operations at 4400 SE Columbia Way. Tenant shall construct no structures of any kind, except docks and slips, breakwaters, one floating boathouse, dry-dock, one stationary dry-dock facility, one houseboat (to serve for security), a parking lot, and a staging area.

6. Landscape. Tenant shall landscape and fence such property in accordance with City standards and subject to reasonable written approval by Directors of Parks, so as to be consistent with other present or potential uses in the area. Tenant agrees to maintain such

property and all structures so as to provide a neat and attractive appearance consistent with the appearance and character of the area and recognizing that the adjacent area is a city park.

7. Access Easements. The land leased by the City to Tenant is dependent for water access upon two easements, which are described in more detail in Exhibit A. The first easement, the Basin Access Easement, is across land owned by the City. It leads to a second easement, the Channel Access Easement, that provides access to the Columbia River over submerged land owned by a third party. The City leases the Access Easements to Tenant for access both to and from the land and water. The Access Easements are non-exclusive. Tenant has the right in the Access Easements to dredge to a depth of minus ten CRD and to a width of approximately one hundred feet to provide Tenant with navigational access, as set forth in Paragraph No. 4. Tenant shall be responsible for dredging and maintaining the Access Easements for the term of this Basin Lease.

8. Assignment; Sublease. Tenant may assign this Basin Lease or sublease the Basin to any third party, so long as the use of the Basin is limited to the purpose and uses described in Paragraph No. 5. In the event of an assignment of the Basin Lease, such assignment shall be subject to all of the rights and obligations of this Basin Lease and any subleases.

9. Change in Purpose or Use. If Tenant ceases to operate the Basin as described in Paragraph No. 5, Tenant may use the Basin for some other marine or water dependent purpose, but only upon a City Council finding that the new use would not be contrary to the public interest and would not interfere with any public uses in the area. Unless the City Council approves the new use, the Basin Lease would automatically terminate.

10. Default. If Tenant ceases using the Basin as provided in Paragraph No. 5, or in Paragraph No. 9 as approved by the City Council, ceases paying taxes, or fails properly to maintain insurance or otherwise to properly maintain the Basin, the City may declare this Basin Lease void and may re-enter; provided, the City gives Tenant at least thirty days written notice to cure any alleged default prior to declaring this Basin Lease void. If Tenant begins to correct any alleged default within such thirty days, Tenant shall be given a reasonable time to correct any alleged default.

11. Hold Harmless; Insurance. Tenant will hold the City harmless from any claims for personal injuries relating to the Tenant's use of the Basin. Tenant will name the City as an additional insured on liability insurance policies that Tenant shall maintain in a minimum amount of One Million Dollars per injury to any person, or such higher amount as may reasonably be demanded by City.

12. Consent. In addition to the structures permitted in Paragraph No. 5, Tenant consents to the City placing and mooring a fireboat house and the Vancouver Fire Department Rapid Response Vessel in the Basin, pursuant to a separate Boat Basin Sublease Agreement, subject to such agreement being approved by Tenant. Such consent and approval is and shall be continually dependent upon the Vancouver Fire Department not interfering with Tenant's permitted uses of the Basin, as described in Paragraph No. 5, or Paragraph No. 9 as approved by the City Council.

The parties acknowledge a provision in the Boat Basin Sublease Agreement where Tenant has the right to terminate the Boat Basin Sublease Agreement but must give no less than twenty-four months' prior written notice to the Vancouver Fire Department, a City of Vancouver agency. Tenant agrees that this provision may be enforced by the City.

13. Termination. Tenant shall have the option to terminate this Basin Lease upon ninety days' prior written notice to the City upon the occurrence of any of the following events:

a. Any sublessee or assign operating the Basin is in default or has abandoned the use of the Basin.

b. At the discretion of Tenant, but only if any sublessee or assign operating the Basin consents to assume the obligation of Tenant under this Basin Lease.

c. Upon a sale by Tenant of the 4400 SE Columbia Way property and the buyer of the property does not assume this Basin Lease, but only if any sublessee or assign operating the Basin consents to assume the obligations of Tenant under this Basin Lease.

14. Amendment and Restatement. This Basin Lease amends, restates, and replaces the 1990 Agreement and all amendments, such that the 1990 Agreement and amendments shall have no further force or effect.

CHRISTENSEN GROUP, INC.

By: _____

Name: _____

Its: _____

CITY OF VANCOUVER

By: _____

Name: _____

Its: _____

Approved as to form:

STATE OF WASHINGTON)

)-ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Kathryn D. Maynard, President of Christensen Group, Inc., is the person who appeared before me, and such person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Subscribed and sworn to before me the ____ day of _____, 2019

Notary Public in and for the State of Washington

My commission expires: _____

STATE OF WASHINGTON)

)-ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that _____, the _____ for the City of Vancouver, Washington, is the person who appeared before me, and such person acknowledged signing this instrument, on oath stated that such person is authorized to execute this instrument, and acknowledged it to be a free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Subscribed and sworn to before me on the ____ day of _____, 2019

Notary Public in and for the State of Washington

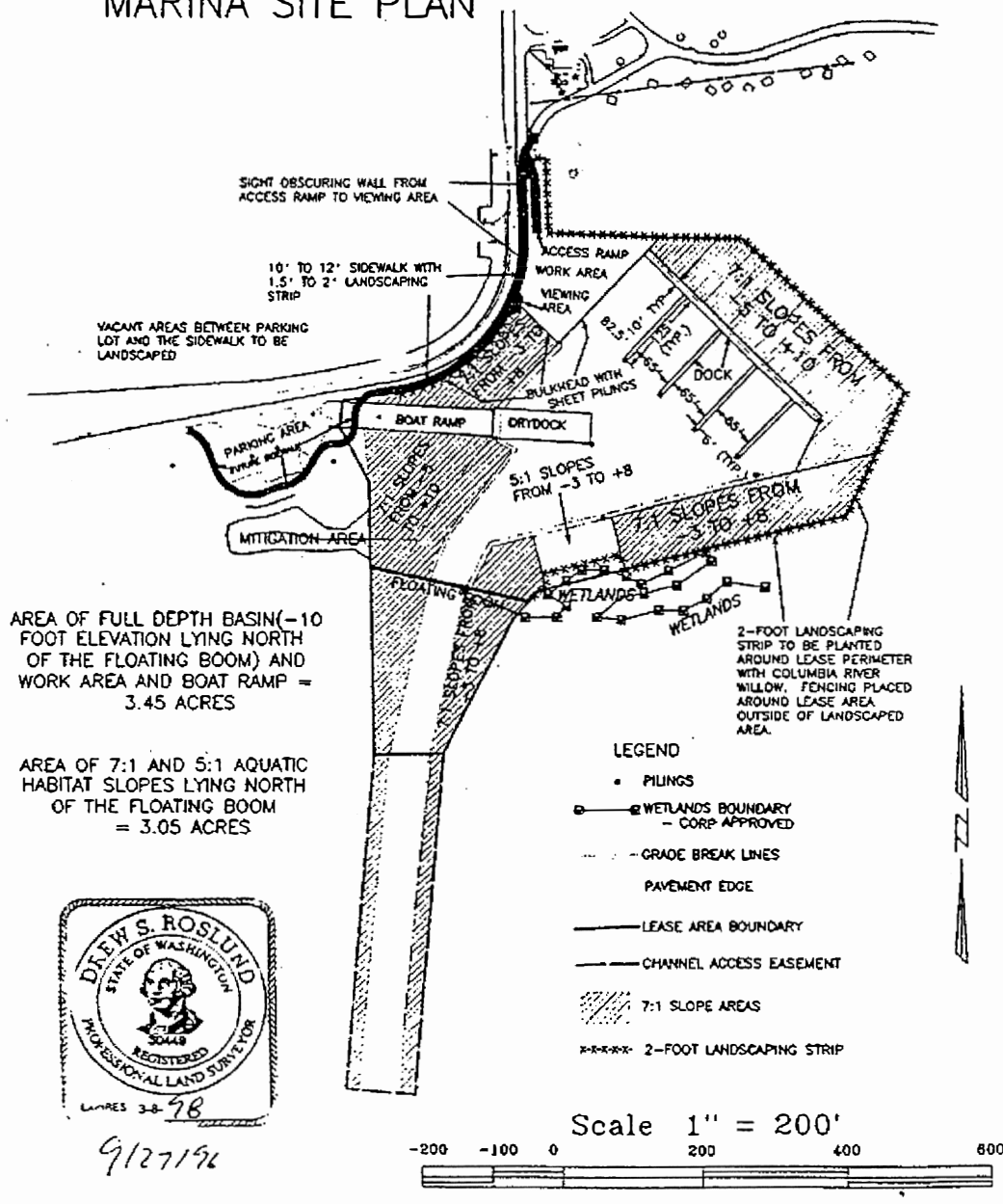
My commission expires: _____

EXHIBIT A

Property and Easement Descriptions

(Amended and Restated Basin Lease Agreement)

MARINA SITE PLAN



LEGAL DESCRIPTION FOR CHRISTENSEN GROUP, INC.
Revised Perimeter Basin Lease Area

October 10, 1996

A parcel of property in the East half of Section 36, Township 2 North, Range 1 East of the Willamette Meridian, a portion of which lies within Tideland Tracts 42 and 43 as shown on the second and third supplemental maps of Vancouver Tidelands in Clark County, Washington described as follows:

COMMENCING at the Northwest corner of said East half of Section 36;

THENCE South 89° 13' 33" East along the North line of said East half, 799.32 feet to a point that bears North 00° 52' 00" East West from a 5/8" iron rod with plastic cap affixed "City of Vancouver" as set by Thomas Ray (during Record of Survey recorded in Book 17 at page 90) to remonument a concrete monument as found and shown on Record of Survey recorded in Book 14 at Page 136;

THENCE South 00° 52' 00" East towards said "City of Vancouver" iron rod 1915.98 feet to the Southwest corner of that portion of Columbia Way conveyed to the City of Vancouver by deed recorded under Auditor's File # G 569075 of Clark County records;

THENCE North 88° 09' 50" East, along the South line of said Columbia Way parcel, 46.12 feet;

THENCE South 00° 52' 00" East, 381.59 feet;

THENCE South 31° 15' 23" East, 63.47 feet;

THENCE South 87° 28' 31" West, 30.51 feet to the TRUE POINT OF BEGINNING;

THENCE South 02° 31' 29" East, 104.23 feet to a 220.00 foot radius curve to the right;

THENCE around said 220.00 foot radius curve to the right, 324.35 feet;

THENCE South 81° 56' 49" West, 75.71 feet;

THENCE South 04° 22' 35" West, 36.98 feet;

THENCE South 27° 48' 50" East 88.80 feet;

THENCE South 01° 18' 17" East 388.69 feet;

THENCE North 88° 48' 49" East 100.49 feet;

THENCE North 27° 00' 55" East 216.98 feet;

THENCE North 42° 07' 34" East 52.76 feet;

THENCE North 76° 15' 06" East 449.75 feet;

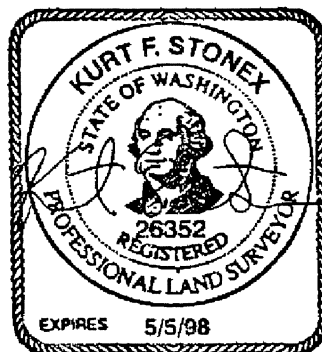
THENCE North 24° 28' 47" East 193.16 feet;

THENCE North 45° 45' 56" West 310.63 feet;

THENCE North 88° 15' 56" West 281.90 feet;

THENCE North 02° 31' 29" West 105.29 feet to a point that bears North 87° 28' 31" East from the TRUE POINT OF BEGINNING;

THENCE South 87° 28' 31" West 30.51 feet to the TRUE POINT OF BEGINNING.



10/10/96

LEGAL DESCRIPTION FOR CHRISTENSEN GROUP, INC.
Channel Access from the Basin to the Columbia River

October 10, 1996

A parcel of property in the East half of Section 36, Township 2 North, Range 1 East of the Willamette Meridian, lying within Tideland Tracts 42 and 43 as shown on the second and third supplemental maps of Vancouver Tidelands in Clark County, Washington described as follows:

COMMENCING at the Northwest corner of said East half of Section 36;

THENCE South $89^{\circ} 13' 33''$ East along the North line of said East half, 799.32 feet to a point that bears North $00^{\circ} 52' 00''$ East West from a $5/8''$ iron rod with plastic cap affixed "City of Vancouver" as set by Thomas Ray (during Record of Survey recorded in Book 17 at page 90) to remonument a concrete monument as found and shown on Record of Survey recorded in Book 14 at Page 136;

THENCE South $00^{\circ} 52' 00''$ East towards said "City of Vancouver" iron rod 1915.98 feet to the Southwest corner of that portion of Columbia Way conveyed to the City of Vancouver by deed recorded under Auditor's File # G 569075 of Clark County records;

THENCE North $88^{\circ} 09' 50''$ East, along the South line of said Columbia Way parcel, 46.12 feet;

THENCE South $00^{\circ} 52' 00''$ East, 381.59 feet;

THENCE South $31^{\circ} 15' 23''$ East, 63.47 feet;

THENCE South $87^{\circ} 28' 31''$ West 30.51 feet;

THENCE South $02^{\circ} 31' 29''$ East, 104.23 feet to a 220.00 foot radius curve to the right;

THENCE around said 220.00 foot radius curve to the right, 324.35 feet;

THENCE South $81^{\circ} 56' 49''$ West, 75.71 feet;

THENCE South $04^{\circ} 22' 35''$ West, 36.98 feet;

THENCE South 27° 48' 50" East 88.80 feet;

THENCE South 01° 18' 17" East 388.69 feet to the TRUE POINT OF BEGINNING;

THENCE North 88° 48' 49" East 100.49 feet;

THENCE South 04° 27' 02" West 492.06 feet;

THENCE North 85° 32' 58" West, 100.00 feet, to a point that bears South 04° 27' 02" West from the TRUE POINT OF BEGINNING;

THENCE North 04° 27' 02" East, 482.19 feet to the TRUE POINT OF BEGINNING.



10/10/96

LEGAL DESCRIPTION FOR CHRISTENSEN GROUP, INC.
Access Easement from Columbia Way to the Basin

October 9, 1996

A parcel of property in the East half of Section 36, Township 2 North, Range 1 East of the Willamette Meridian, a portion of which lies within Tideland Tracts 42 and 43 as shown on the second and third supplemental maps of Vancouver Tidelands in Clark County, Washington described as follows:

COMMENCING at the Northwest corner of said East half of Section 36;

THENCE South $89^{\circ} 13' 33''$ East along the North line of said East half, 799.32 feet to a point that bears North $00^{\circ} 52' 00''$ East West from a $5/8''$ iron rod with plastic cap affixed "City of Vancouver" as set by Thomas Ray (during Record of Survey recorded in Book 17 at page 90) to remonument a concrete monument as found and shown on Record of Survey recorded in Book 14 at Page 136;

THENCE South $00^{\circ} 52' 00''$ East towards said "City of Vancouver" iron rod 1915.98 feet to the Southwest corner of that portion of Columbia Way conveyed to the City of Vancouver by deed recorded under Auditor's File # G 569075 of Clark County records and the TRUE POINT OF BEGINNING;

THENCE North $88^{\circ} 09' 50''$ East, along the South line of said Columbia Way parcel, 46.12 feet;

THENCE South $00^{\circ} 52' 00''$ East, 381.59 feet;

THENCE South $31^{\circ} 15' 23''$ East, 63.47 feet;

THENCE South $87^{\circ} 28' 31''$ West 30.51 feet;

THENCE South $02^{\circ} 31' 29''$ East, 104.23 feet to a 220.00 foot radius curve to the right;

THENCE around said 220.00 foot radius curve to the right, 324.35 feet;

THENCE South $81^{\circ} 56' 49''$ West, 75.71 feet;

THENCE South $04^{\circ} 22' 35''$ West, 36.98 feet;

THENCE South $89^{\circ} 10' 45''$ West 312.97 feet;

THENCE North $00^{\circ} 15' 20''$ West, 55.94 feet to the South line of that parcel of property conveyed to Hillman Properties Northwest, Inc. by Quit Claim Deed recorded under Auditor's File # 8807080033 of Clark County records;

THENCE along said South line and the East lines of said Hillman Properties, Inc. the following courses:

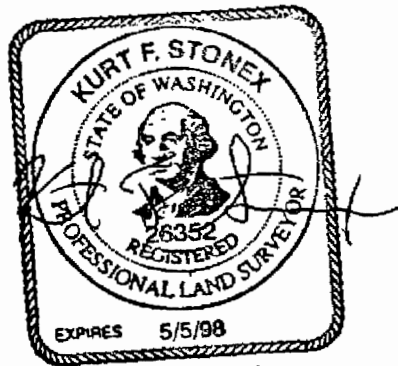
THENCE North $86^{\circ} 22' 23''$ East 202.80 feet;

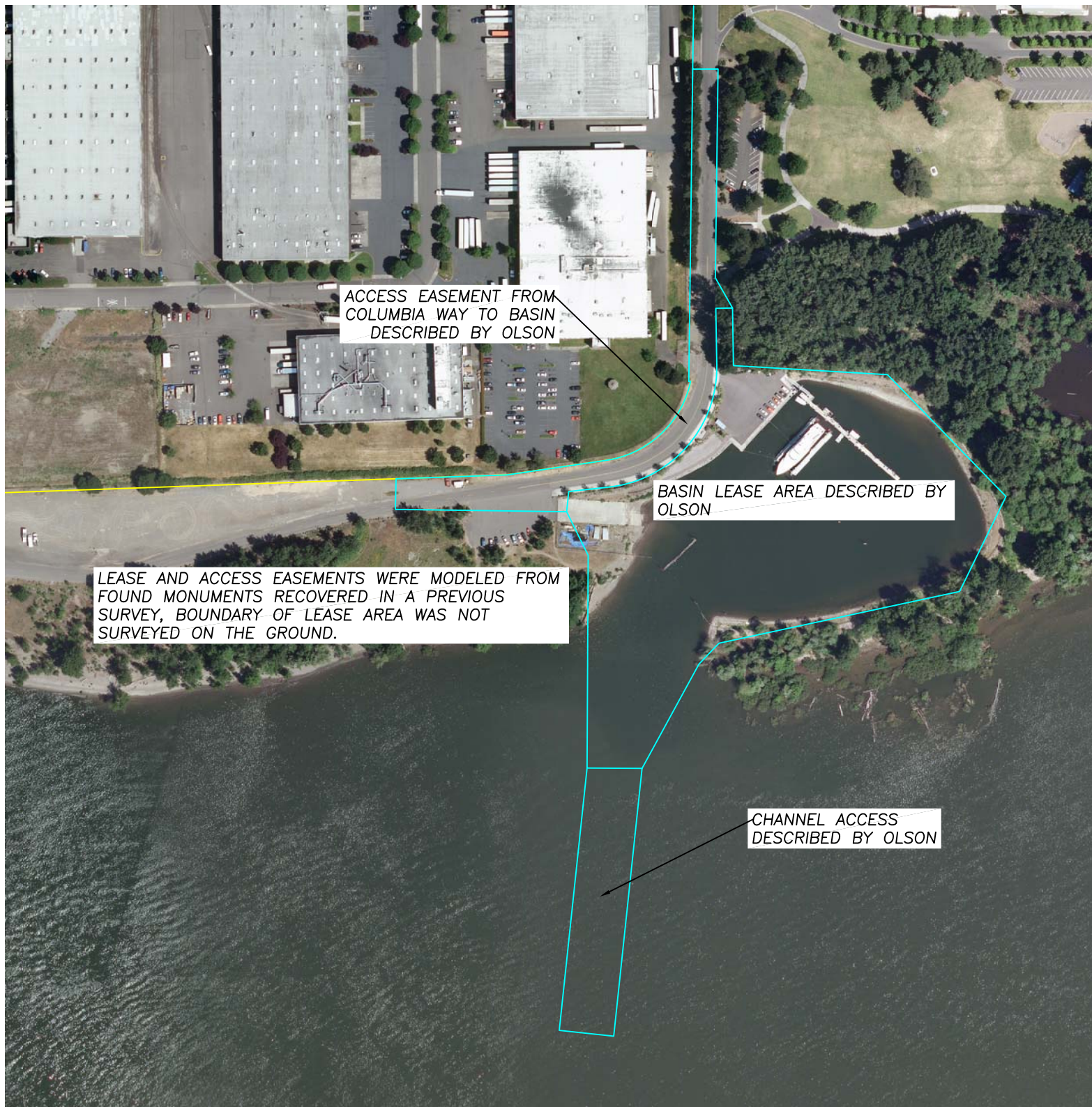
THENCE North $80^{\circ} 03' 18''$ East 183.51 feet to a 185.00 foot radius curve to the left;

THENCE around said 185.00 foot radius curve to the left 224.87 feet to the Northeast corner of said Hillman Properties Northwest, Inc. parcel;

THENCE South $78^{\circ} 21' 15''$ West along the North line of said Hillman parcel, 3.56 feet to said 5/8" iron rod with plastic cap affixed "City of Vancouver";

THENCE North $00^{\circ} 52' 00''$ West, 570.81 feet to the TRUE POINT OF BEGINNING.





ACCESS EASEMENT FROM
COLUMBIA WAY TO BASIN
DESCRIBED BY OLSON

BASIN LEASE AREA DESCRIBED BY
OLSON

LEASE AND ACCESS EASEMENTS WERE MODELED FROM
FOUND MONUMENTS RECOVERED IN A PREVIOUS
SURVEY, BOUNDARY OF LEASE AREA WAS NOT
SURVEYED ON THE GROUND.

CHANNEL ACCESS
DESCRIBED BY OLSON

AMENDED LEASE AGREEMENT

Amendment of Lease Agreement made this 2nd ^{December} day of ~~November~~, 1996, by and between the CITY OF VANCOUVER (hereinafter, "CITY") and CHRISTENSEN GROUP, INC., a Washington corporation ("CGI") by which the CITY leases to CGI certain land located near Marine Park in the City of Vancouver, State of Washington.

RECITALS

A. CITY is the owner of a parcel of land marked on the attached map Exhibit A which has been modified from earlier agreement as noted in Recital C together with a certain "easement and right of ingress and egress for boats" over certain adjacent land.

B. CITY has acquired its land and easement by Warranty Deed from Esson and Virginia Smith dated March 13, 1961, and recorded with the Clark County Auditor under Auditor's File No. 526962; the CITY acquired it for water-sewer purposes, but has no water-sewer use and therefore does not anticipate any such use.

C. The parties entered into a Lease Agreement on March 26, 1990, which Lease was recorded under Auditor's File No. 9004050153. The parties subsequently entered into an Amendatory Agreement dated January 11, 1994.

AMENDED LEASE AGREEMENT - 1

D. The parties desire to modify, amend, and supplement the above-mentioned agreements as delineated in this Agreement.

Based upon valuable consideration and mutual covenants contained herein, the parties hereby agree as follows:

1. The CITY hereby leases to CGI and CGI leases from the CITY the property and easements described in Exhibit A. The lease term will commence on December 1, 1996, and will conclude sixty (60) years from that date. After lease commencement CGI will pay all leasehold excise taxes under RCW ch. 82.29A, and any other taxes or permit fees on such leasehold interest.

2. Upon the tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth, fortieth, forty-fifth, fiftieth, and fifty-fifth anniversaries of the commencement of the lease term, the property will be appraised to establish the value of the land, separate from the improvements. CITY and CGI each will name an appraiser and the two shall select a third appraiser and the average of their appraisals shall determine the rent for the next five years; provided any appraisal more than twenty-five percent (25%) above or below the other two shall be disregarded. The cost of the third appraiser shall be shared equally by CITY and CGI.

3. Beginning on the tenth anniversary from the commencement of the lease term, CGI each year will pay the CITY ten percent (10%) of the appraised value of the unimproved land and will continue to pay taxes as set forth in paragraph 1. Such annual lease payments will be made in advance of the anniversary dates from the

AMENDED LEASE AGREEMENT - 2

commencement of the lease term. The commencement lease date shall be November 1, 1996.

4. CGI shall be entitled to begin construction any time after the date of this Agreement and also to dredge a channel in the easement, to a depth of minus ten (-10) feet c.r.d. and to a width of 100 feet to provide water access, as set forth in paragraph 7.

5. Such property shall be used by CGI and/or by its assigns solely as a boat launch and boat basin for the outfitting or repairing of yachts it constructs or has constructed at its adjacent facility, or which it owns or is acquiring, and the easement shall be used for access thereto. CGI and assigns shall construct no structures of any kind except docks and slips, breakwaters, one floating boathouse, dry-dock, one stationary dry-dock facility and one houseboat (to serve for security) and a parking lot and a staging area. The boathouse shall be moored on the leased premises or within the basin so as to not block public view of the yachts (insofar as possible); see sketch in attachment.

6. CGI shall landscape and fence such property in accordance with City standards and subject to reasonable written approval by Directors of Parks, so as to be consistent with other present or potential uses in the area. CGI agrees to maintain such property and all structures so as to provide a neat and attractive appearance consistent with the appearance and character of the area and recognizing that the adjacent area is a City Park.

7. The land herein leased by the CITY to CGI is dependent for water access upon two easements. The first easement is across land owned by the CITY. It leads to the second easement, which provides for access to the river over submerged land owned

AMENDED LEASE AGREEMENT - 3

by a third party. The CITY hereby leases such easements to CGI for water access from the land herein leased. Such easements are not exclusive. CGI has the right in both easements to dredge to a depth of minus ten (-10) feet c.r.d. and to a width of approximately one hundred feet to provide it with navigational access as set forth in paragraph 4 above. Such channels shall be the responsibility of CGI and assigns to dredge and to properly maintain for the term of this Lease.

8. The CITY hereby consents to the assignment of this Agreement, should CGI ever desire to do so, to any entities of which CGI is related such as Christensen Shipyards, Ltd., Christensen Motor Yacht Corporation, or to D. H. Christensen personally. Such assignment shall not release CGI from any rights, duties, and obligations without the express written consent of the CITY.

9. If CGI or assigns ceases to operate a boat basin or yacht construction facilities, it or its assigns may use the land for some other marine or water dependent purpose but only upon a City Council finding that the new use would not be contrary to public interest and would not interfere with any public uses in the area. Unless Council so approves the new use the lease would automatically terminate.

10. If CGI or assigns ceases to use the premises as provided herein or ceases to pay taxes or properly to maintain insurance or otherwise to properly maintain such premises the CITY may declare this lease void and may reenter; provided, CITY shall give CGI at least thirty days written notice to cure alleged defaults prior to declaring the lease void. If CGI within such thirty days commences correction of said default it shall be given a reasonable time to correct the default.

AMENDED LEASE AGREEMENT - 4

11. CGI will hold the CITY harmless from any claims for personal injuries relating to the use of the premises herein leased and will name the CITY as an additional insured on liability insurance policies which it shall maintain in a minimum amount of One Million Dollars (\$1,000,000.00) per injury to any person, or such higher amount as may reasonably be demanded by CITY.

12. Except as herein specifically modified, altered, or supplemented the terms of the hereinmentioned Agreement between the parties of March 27, 1990, and January 11, 1994, shall remain in full force and effect.

DATED this 2nd day of December, 1996.

CHRISTENSEN GROUP, INC.

By: _____

Approved as to form:

Ted H. Gathe
Ted H. Gathe, City Attorney

CITY OF VANCOUVER,
a municipal corporation

Vernon E. Stoner
Vernon E. Stoner, City Manager

Attest:

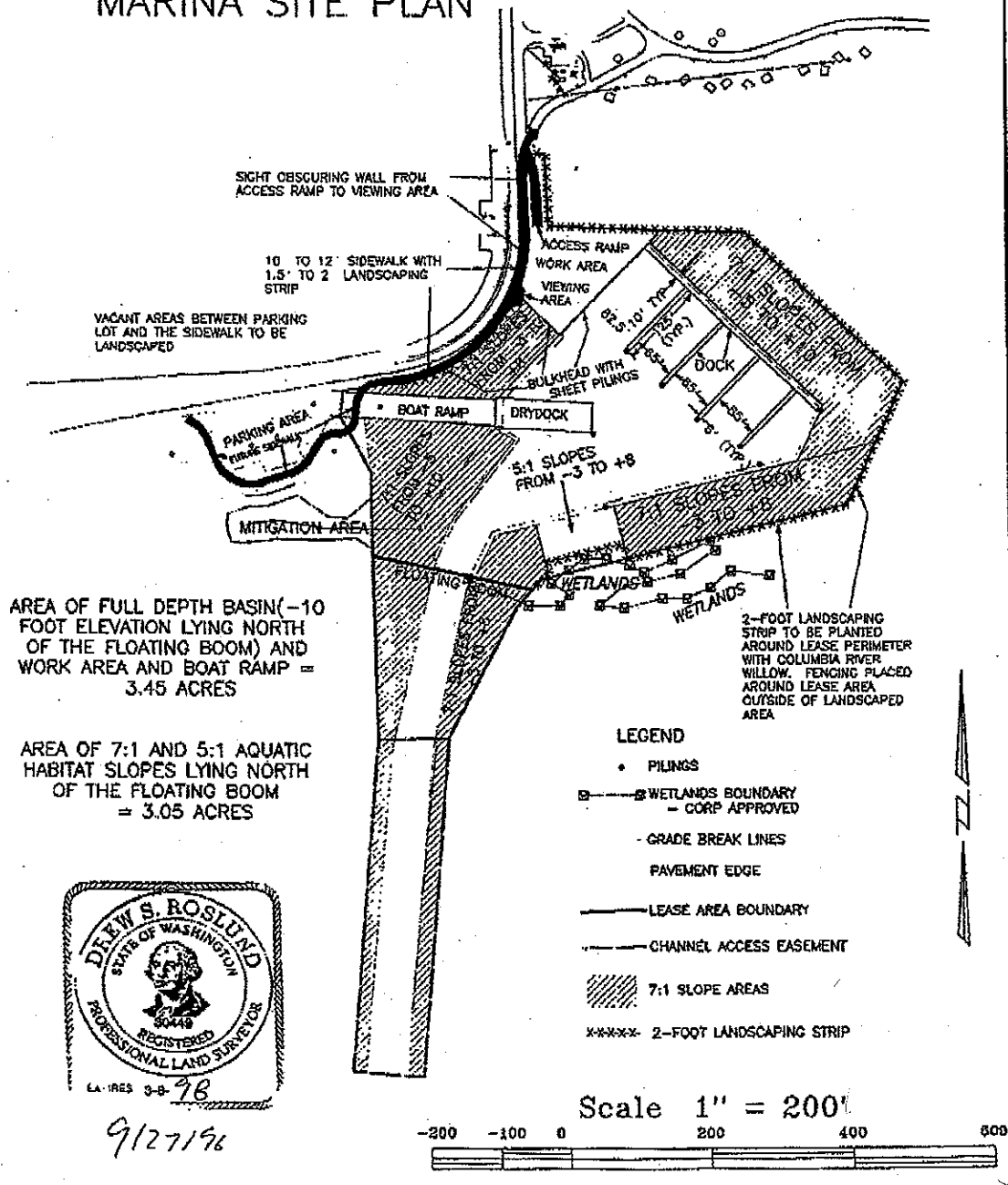
Judith Hoggatt
H.K. Shorthill, City Clerk
By: Judith Hoggatt, Deputy

H6102801/KP:MW

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC 1111 BROADWAY, VANCOUVER, WA 98660

CHRISTENSEN GROUP INC.
MARINA FACILITY
VANCOUVER, WA

MARINA SITE PLAN



LEGAL DESCRIPTION FOR CHRISTENSEN GROUP, INC.
Revised Perimeter Basin Lease Area

October 10, 1996

A parcel of property in the East half of Section 36, Township 2 North, Range 1 East of the Willamette Meridian, a portion of which lies within Tideland Tracts 42 and 43 as shown on the second and third supplemental maps of Vancouver Tidelands in Clark County, Washington described as follows:

COMMENCING at the Northwest corner of said East half of Section 36

THENCE South $89^{\circ} 13' 33''$ East along the North line of said East half 799.32 feet to a point that bears North $00^{\circ} 52' 00''$ East West from a 5/8" iron rod with plastic cap affixed "City of Vancouver" as set by Thomas Ray (during Record of Survey recorded in Book 17 at page 90) to a monument a concrete monument as found and shown on Record of Survey recorded in Book 14 at Page 135.

THENCE South $00^{\circ} 52' 00''$ East towards said "City of Vancouver" iron rod 1915.98 feet to the Southwest corner of that portion of Columbia Way conveyed to the City of Vancouver by deed recorded under Auditor's File #G 569075 of Clark County records.

THENCE North $88^{\circ} 09' 50''$ East along the South line of said Columbia Way parcel 46.12 feet.

THENCE South $00^{\circ} 52' 00''$ East 161.59 feet.

THENCE South $51^{\circ} 45' 23''$ East 61.47 feet.

THENCE South $37^{\circ} 28' 31''$ West 30.51 feet to the TRUE POINT OF BEGINNING.

THENCE South $02^{\circ} 31' 29''$ East 104.23 feet to a 220.00 foot radius curve to the right.

THENCE around said 220.00 foot radius curve to the right 324.15 feet.

THENCE South $81^{\circ} 56' 49''$ West 75.71 feet.

THENCE South $04^{\circ} 22' 35''$ West 36.98 feet.

LEGAL DESCRIPTION FOR CHRISTENSEN GROUP, INC.
Channel Access from the Basin to the Columbia River

October 10, 1996

A parcel of property in the East half of Section 36, Township 2 North, Range 1 East of the Willamette Meridian, lying within Tideland Tracts 42 and 43 as shown on the second and third supplemental maps of Vancouver Tidelands in Clark County, Washington described as follows:

COMMENCING at the Northwest corner of said East half of Section 36;

THENCE South $89^{\circ} 13' 33''$ East along the North line of said East half 799.32 feet to a point that bears North $00^{\circ} 52' 00''$ East West from a $5/8''$ iron rod with plastic cap affixed "City of Vancouver" as set by Thomas Ray (during Record of Survey recorded in Book 17 at page 90) to monument a concrete monument as found and shown on Record of Survey recorded in Book 1 at Page 136;

THENCE South $00^{\circ} 52' 00''$ East towards said "City of Vancouver" iron rod 1915.98 feet to the Southwest corner of that portion of Columbia Way conveyed to the City of Vancouver by deed recorded under Auditor's File # G 569075 of Clark County records;

THENCE North $88^{\circ} 09' 50''$ East along the South line of said Columbia Way parcel 46.12 feet;

THENCE South $00^{\circ} 52' 00''$ East 58.15 feet;

THENCE South $31^{\circ} 15' 23''$ East 61.47 feet;

THENCE South $87^{\circ} 28' 51''$ West 60.51 feet;

THENCE South $02^{\circ} 41' 29''$ East 104.23 feet to a 220.00 foot radius curve to the right;

THENCE around said 220.00 foot radius curve to the right 52.135 feet;

THENCE South $81^{\circ} 56' 49''$ West 75.71 feet;

THENCE South $0^{\circ} 22' 45''$ West 36.93 feet;

THENCE South $89^{\circ} 10' 45''$ West 312.97 feet;

THENCE North $00^{\circ} 15' 20''$ West, 55.94 feet to the South line of that parcel of property conveyed to Hillman Properties Northwest, Inc. by Quit Claim Deed recorded under Auditor's File # 8807080033 of Clark County records;

THENCE along said South line and the East lines of said Hillman Properties, Inc. the following courses:

THENCE North $86^{\circ} 22' 23''$ East 202.80 feet;

THENCE North $80^{\circ} 03' 18''$ East 183.51 feet to a 185.00 foot radius curve to the left;

THENCE around said 185.00 foot radius curve to the left 224.87 feet to the Northeast corner of said Hillman Properties Northwest, Inc. parcel;

THENCE South $78^{\circ} 21' 15''$ West along the North line of said Hillman parcel, 3.56 feet to said 5/8" iron rod with plastic cap affixed "City of Vancouver";

THENCE North $00^{\circ} 52' 00''$ West, 570.81 feet to the TRUE POINT OF BEGINNING.



10/16/99

RECORD OF SURVEY

PROPERTY OF LEASE PROPERTY IN
1/4 SECTION 96 TOWNSHIP 21 N

NOTES

[illegible]

ADJACENT SURVEYS

FOR THE RECORD
THE ATTY GENERAL'S OFFICE HAS
NOT REVIEWED THE MATTER SINCE
THE MATTER WAS FIRST FILED -

BASIS OF HEARING

SECRET
NO FOR DISSEMINATION
NO FOR DISSEMINATION

DEED REFERENCES

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**CITY OF VANCOUVER
DEPARTMENT OF PUBLIC WORKS**

[illegible]

SURVEYOR'S CERTIFICATE

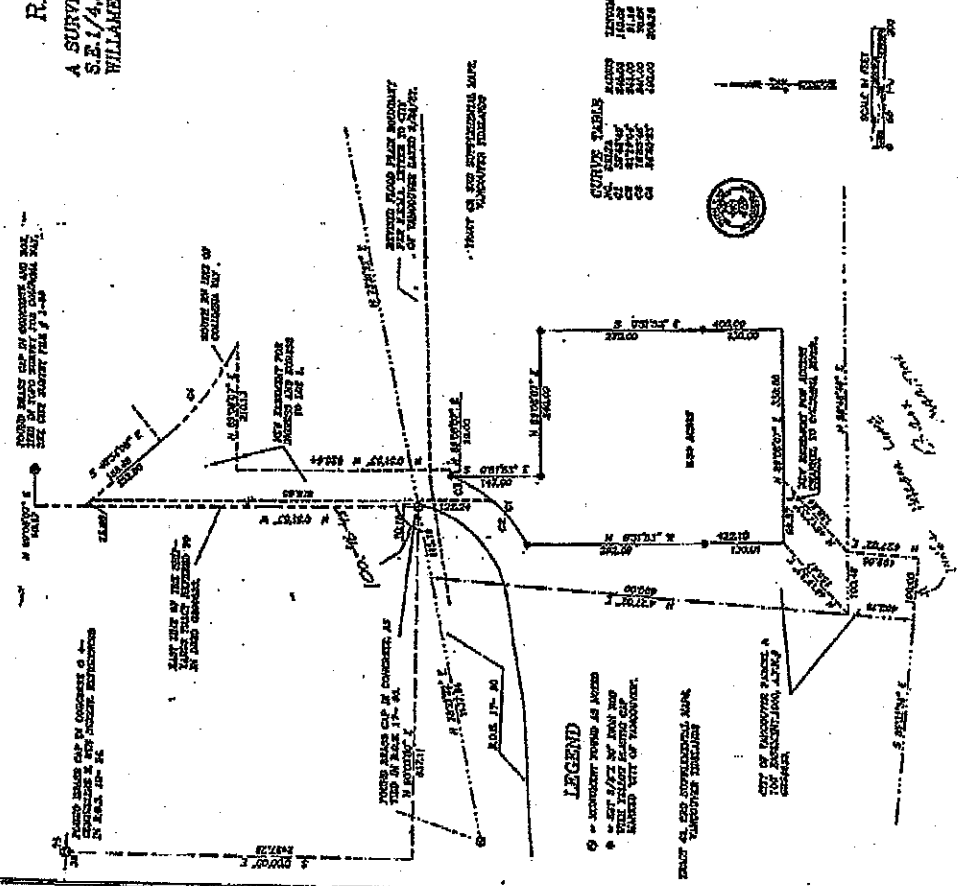
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AUDITOR'S CERTIFICATE

DATE FOR RECORD 1945-363 DAY OF October, 1946.
AT 5:15 P. M. IN ROOM 122 OF SUMMERS AT FIVE
BY THE REQUEST OF THE CITY OF WASHINGTON. -
43 Edward L. Dineen COUNTY

DATE	4/1/55	AS	RECEIVED	TO	FROM	BY
1955						

BOOK 27 PAGE 45 FILE NO.



1200

9004050182

03/27/90

No. 1

AGREEMENT

AN AGREEMENT between Columbia Marine, Inc. (CMI) and City of Vancouver ("City") by which CMI for certain consideration agrees to convey to City two certain strips of land across its property located east of Wintler Park.

WHEREAS, CMI is owner of land marked Parcel "A" on the attached map, being land directly to the east of Wintler Park, in the City of Vancouver, and

WHEREAS, City is the owner of the landlocked parcel of land directly to the east of CMI's, marked as Parcel "B" on the attached map, and

WHEREAS, City has acquired properties for Water-Front Trail along much of the Columbia River frontage and it wishes to extend such trail from Wintler Park directly onto and across CMI's property and onto and across its own property to the east, as shown on the attached map, and

WHEREAS, The City acquired its land, 2.976 acres, in about 1967 to construct a sewage treatment plant but the land is not needed now for such purpose; however, a 60" sanitary trunk sewer runs through it, and

AGREEMENT - 1

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WHEREAS, City wishes to construct a trail (large enough to accommodate utility vehicles as well as to provide a public recreation facility) across CMI's property and also across its own; that is, across Parcels "A" and "B", and

WHEREAS, the parties this date have entered into another real estate contract concerning lands near Marine Park.

NOW, THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. CMI hereby agrees for valuable considerations (1) to convey to the City by warranty deed a 4-foot wide right-of-way across the north edge of its property from Chelsea Drive to Wintler Park, and (2) to convey a 12-foot wide Trail right-of-way across the southern edge of its property at or above the 10-year flood level, as generally shown on the attached map. CMI and City shall agree upon legal description of such twelve foot trail after the land forming has been completed and then shall execute any necessary agreement as to such right-of-way.

2. City hereby grants to CMI a "right of first refusal" as to the 2.976 acre parcel of land which the City owns and which is shown as Parcel "B" on the attached map and legally described in Exhibit "A". If the City decides to sell, trade or transfer Parcel B in a sale or trade which would allow the land to be put to any residential or non public use, or if a third

AGREEMENT - 2

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party in writing makes a bona fide offer to buy or trade and to put it to any residential or non public use, then, in either case, the City shall not sell, trade or transfer it without having first given CMI or its successor a right to purchase such land for the price offered by such third party. CMI shall be given a written such notice and shall have twenty days to respond identically to such offer and, if it wishes to exercise such right, to tender such amount to City in cash at closing of sale. This right of first refusal shall expire ten years after date of this agreement. If the City ever conveys the 2.76 acres to CMI or to any other third party it shall retain fee ownership of a 12-foot wide trail right-of-way at approximately but not lower than the 10-year flood level as generally shown on the attached map. CMI and the City would agree upon the legal description of such 12-foot trail right-of-way after land forming such as referred to in paragraph 3 herein has been completed. They then shall execute any necessary agreement as to such legal description.

3. As to the twelve foot wide path right-of-way which City has acquired from CMI in paragraph 1, CMI agrees to prepare the land to receive the Trail. The construction of the trail itself, to a paved width of 10 feet, shall be at the expense of the City. The "preparation" by CMI shall consist of removal of

AGREEMENT - 3

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trees and shrubs, land forming, soil compaction and riprapping, all to the reasonable approval of the City.

4. The City will use the 12 foot wide strip of land acquired herein to access to sewer trunk line for maintenance, repair and replacement, and also as a recreational trail; vehicles will be prohibited per provision of City ordinance at V.M.C. 15.04.100 (except City and utility department vehicles engaged in maintenance).

5. CMI agrees City can from time-to-time remove trees and vegetation adjacent to the trail to protect the physical integrity of the trail.

DATED this 26TH day of MARCH, 1990.

CITY OF VANCOUVER, a municipal corporation

By: Paul Grattet

Paul Grattet

Title: City Manager

COLUMBIA MARINE GROUP, INC. (CMI)

By: Dave Christensen

Dave Christensen, President

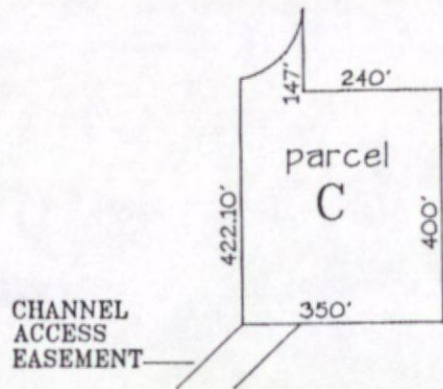
Approved as to form:

Jerry F. King
Jerry F. King, City Attorney

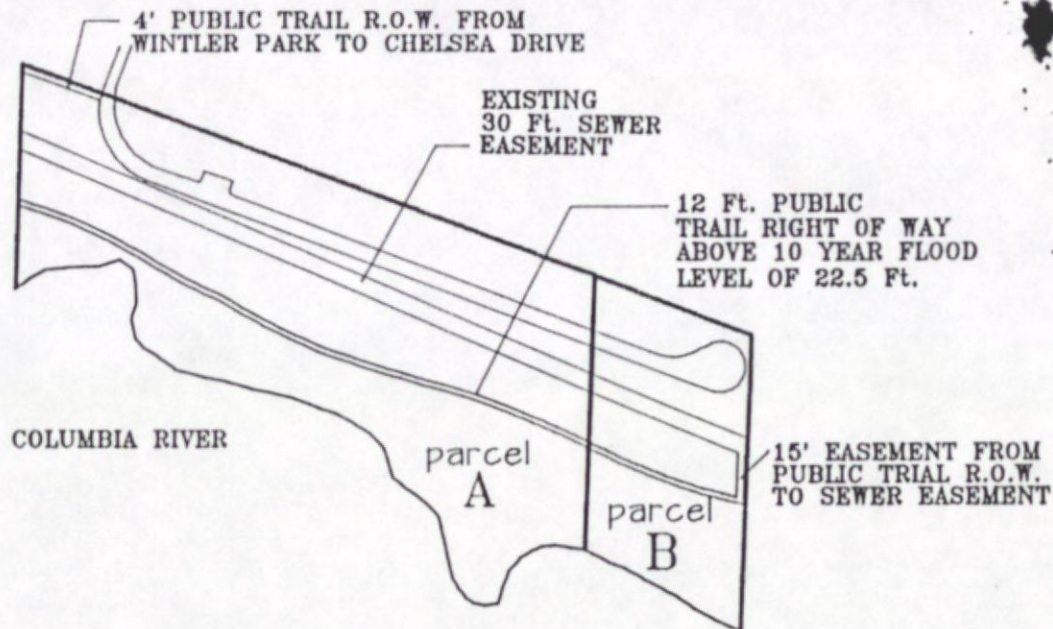
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AGREEMENT - 4

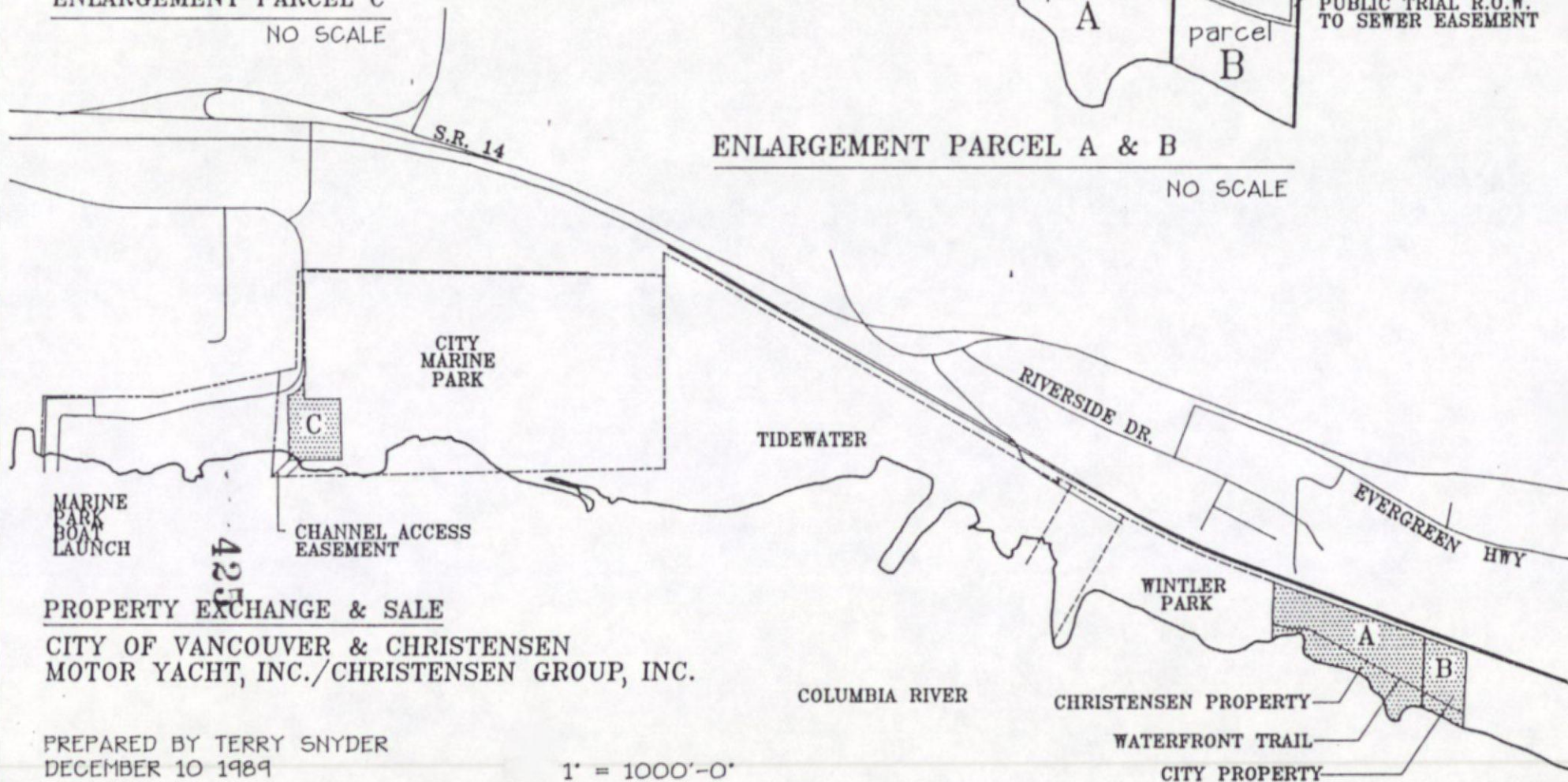
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ENLARGEMENT PARCEL C
NO SCALE



ENLARGEMENT PARCEL A & B
NO SCALE



PROPERTY EXCHANGE & SALE

CITY OF VANCOUVER & CHRISTENSEN
MOTOR YACHT, INC./CHRISTENSEN GROUP, INC.

PREPARED BY TERRY SNYDER
DECEMBER 10 1989

1" = 1000'-0"

EXHIBIT A

That portion of the following described tract lying South of the Southerly line of the Spokane, Portland and Seattle Railway Company right of way, and East of a line drawn North and South, equidistant from the East and West line thereof;

Beginning at a point 6.41 chains South of the quarter post between Sections 31 and 32, Township 2 North, Range 2 East of the Willamette Meridian, and running thence South 61° East 8 chains: thence South $80^{\circ} 31'$ East 1.31 chains; thence South 18.37 chains to the Columbia River; thence downstream with the meander line to the meander post between said Sections 31 and 32; thence North 17.17 chains to the point of beginning.

FILED FOR RECORD
CLARK CO. WASH.
CITY OF VANCOUVER

APR 5 4 29 PM '90

AUDITOR
ELIZABETH A. LUCE

426



456

REMOVED FROM

1000

03/27/90

NO. 2

AGREEMENT

AN AGREEMENT between Christensen Motor Yachts Corporation, Inc. (CMY) and the City of Vancouver ("City") by which CMY leases from City certain land located near Marine Park, for certain consideration.

WHEREAS, City is the owner of approximately 3.39 acres of land marked as Parcel "C" on the attached map, together with a certain "easement and right of ingress and egress for boats" over certain adjacent land, and

WHEREAS, City acquired its land and easement by warranty deed from Esson and Virginia Smith dated March 13, 1961 and recorded with the Clark County Auditor as Deed Number 526962; the City acquired it for water-sewer purposes but has no water-sewer use therefor and does not anticipate any such use, and

WHEREAS, CMY wishes to lease such land and easements from the City, in order there to operate its yacht manufacturing business, and the parties have agreed upon terms and conditions

AGREEMENT - 1

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of an agreement by which CMY can lease such land and easements from City,

NOW, THEREFORE,

IT IS HEREBY AGREED:

1. The City hereby leases to CMY and CMY leases from City the property and easements described in Attachment A. The lease term will commence upon occupancy of the boat basin or two years after the effective date of this agreement, whichever date occurs first, and will conclude sixty years from that date. During the time between the date of this agreement and the commencement of the lease term, CMY will have the right to obtain permits for and to construct the boat basin. CMY will not pay any rent during the first ten years from the date of the commencement of the lease term. However, after lease commencement CMY will pay all leasehold excise taxes under R.C.W. Ch. 82.29A, and any other taxes or permit fees on such leasehold interest.

2. Upon the tenth, fifteenth, twentieth, twenty-fifth, thirtieth, thirty-fifth, fortieth, forty-fifth, fiftieth and fifty-fifth anniversaries of the commencement of the lease term, the property will be appraised to establish the value of the land, separate from the improvements. City and CMY each will name an appraiser and the two shall select a third appraiser and the average of their appraisals shall determine the rent for the

AGREEMENT - 2

next five years; provided any appraisal more than 25% above or below the other two shall be disregarded. The cost of the third appraiser shall be shared equally by City and CMY.

3. Beginning on the tenth anniversary from the commencement of the lease term, CMY each year will pay the City ten percent (10%) of the thus appraised value of the unimproved land, and will continue to pay taxes as set forth in Paragraph 1. Such annual lease payments will be made in advance on the anniversary dates from the commencement of the lease term.

4. CMY shall be entitled to begin construction any time after the date of this agreement and also to dredge a channel in the easement, to a depth of minus 8 feet c.r.d. and to a width of 100 feet to provide water access, as set forth in Paragraph 7.

5. Such property shall be used by CMY and/or by its assigns solely as a boat launch and boat basin for the outfitting or repairing of yachts it constructs or has constructed at its adjacent facility, or which it owns or is acquiring, and the easement shall be used for access thereto. CMY and assigns shall construct no structures of any kind except docks and slips, breakwaters, one floating boathouse, drydock, one stationary drydock facility and one houseboat (to serve for security) and a parking lot and a staging area. The boathouse shall be moored on the leased premises or within the basin so as to not block public

AGREEMENT - 3

view of the yachts (insofar as possible); see sketch in attachment.

6. CMY shall landscape and fence such property in accordance with City standards and subject to reasonable written approval by Director of Parks, so as to be consistent with other present or potential uses in the area. CMY agrees to maintain such property and all structures so as to provide a neat and attractive appearance consistent with the appearance and character of the area and recognizing that the adjacent area is a city park.

7. The land here leased by the City to CMY is dependent for water access upon two easements. The first easement is across land owned by the City. It leads to the second easement, which provides for access to the river over submerged land owned by a third party. The City hereby leases such easements to CMY for water access from the land here leased. Such easements are not exclusive. CMY has the right in both easements to dredge to a depth of minus eight feet c.r.d. and to a width of approximately one hundred feet to provide it with navigational access as set forth in Paragraph 4 above. Such channels shall be the responsibility of CMY and assigns to dredge and to properly maintain for the term of this lease.

8. If CMY ceases to operate a boat basin or yacht construction facilities, it or its assigns may use the land for some other marine or water dependent purpose but only upon a City Council finding that the new use would not be contrary to public interest and would not interfere with any public uses in the area. Unless Council so approves the new use the lease would automatically terminate.

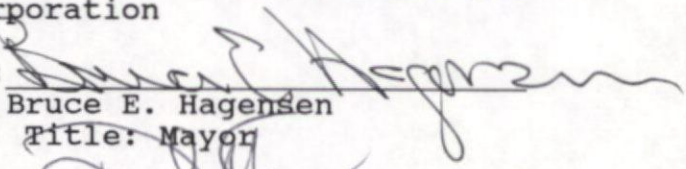
9. If CMY or assigns ceases to use the premises as provided herein or ceases to pay taxes or properly to maintain insurance or otherwise to properly maintain such premises the City may declare this lease void and may re-enter; provided, City shall give CMY at least thirty days written notice to cure alleged defaults prior to declaring the lease void. If CMY within such thirty days commences correction of said default it shall be given a reasonable time to correct the default.

10. CMY will hold the City harmless from any claims for personal injuries relating to the use of the premises here leased and will name the City as an additional insured on liability insurance policies which it shall maintain in a minimum amount of

\$1 million per injury to any person, or such higher amount as may reasonably be demanded by City.

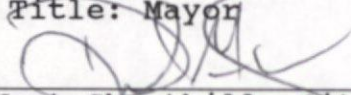
DATED this 26TH day of MARCH, 1990.

CITY OF VANCOUVER, a municipal corporation

By: 

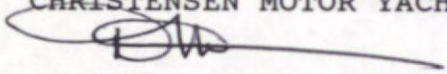
Bruce E. Hagensen

Title: Mayor


H. Kent Shorthill, City Clerk

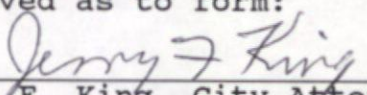
By: David Vial, Deputy City Clerk

CHRISTENSEN MOTOR YACHTS, INC.

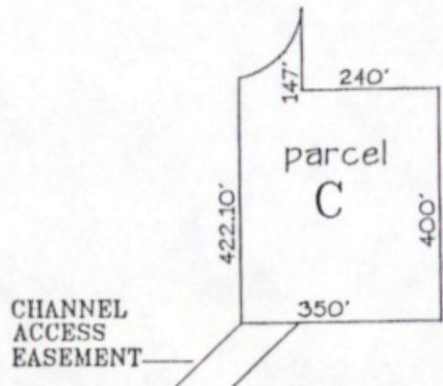

By: _____

Title: Pres

Approved as to form:


Jerry F. King, City Attorney

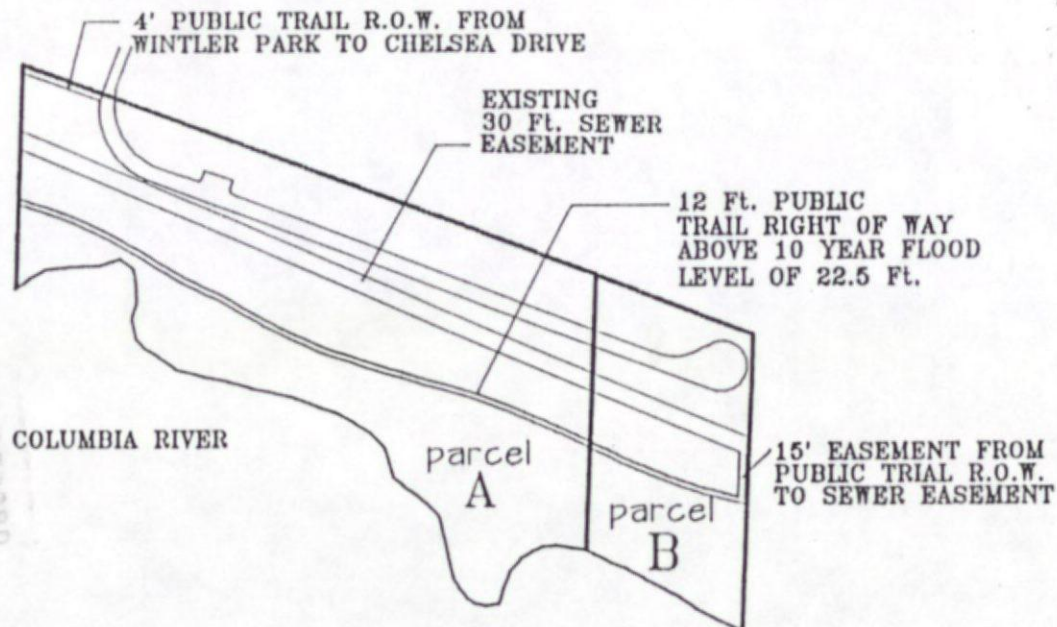
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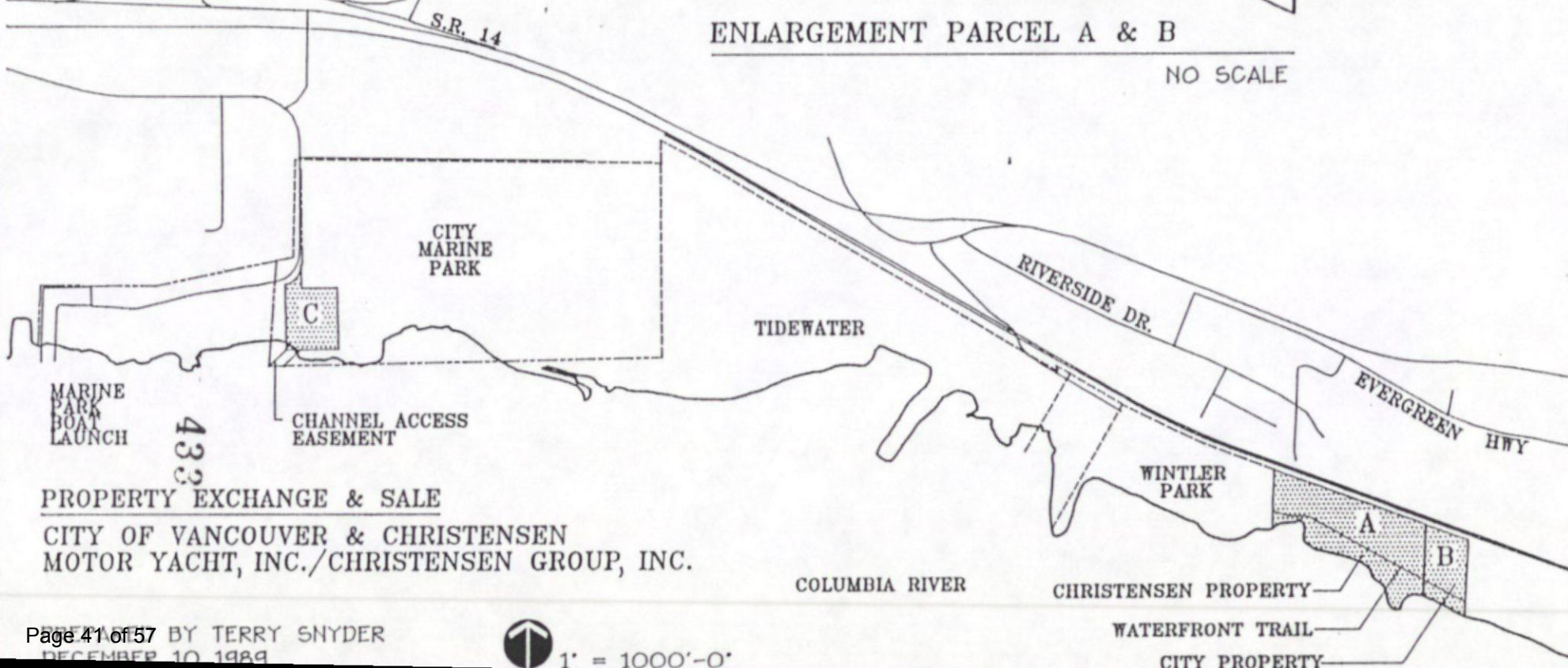
ENLARGEMENT PARCEL C
NO SCALE

AUDITOR
ELIZABETH A. LUCE

FILED FOR RECORD
CLARK CO. WASH.
CITY OF VANCOUVER
APR 5 4 31 PM '90



ENLARGEMENT PARCEL A & B
NO SCALE



PROPERTY EXCHANGE & SALE

CITY OF VANCOUVER & CHRISTENSEN
MOTOR YACHT, INC./CHRISTENSEN GROUP, INC.



1" = 1000'-0"

Christensen Group, Inc.

4400 S.E. Columbia Way
Vancouver, Washington 98661
(206) 696-0381

9004190018



LETTER

April 5, 1990

Mr. Jerry F. King, WSBA#1063
City Attorney

Subject: Topper Landing Covenant

Dear Mr. King,

Enclosed please find the above mentioned covenant covering the property commonly known as "Topper Landing".

The effect of a portion of this covenant (i.e., paragraph 10) has been subsequently modified by the instrument approved by the Vancouver City Council ("City Council Approval of Certain Subdivision") on March 26, 1990. In particular, the instrument of March 26, provides that if any dedication is made by Columbia Marine, Inc. to the City of Vancouver of its existing roadway for the purpose of accessing other properties to the east of the City's 2.7 acre parcel then the City would acquire the area between the end of such roadway and the edge of petitioner's property by exercise of its powers of eminent domain, if the parties cannot agree on a purchase price.

If this is your understanding, I would ask you or someone else in an official capacity to sign below evidencing your agreement to this understanding. Please keep a signed copy of this letter in your office and return the original to me.

FILED FOR RECORD
CLERK OF WASH
CITY OF VANCOUVER
APR 19 8 33 AM 1990

AUDITOR
ELIZABETH A. LUCE

Sincerely,

COLUMBIA MARINE, INC.

D. H. Christensen
President

DHC:ls

enclosure

The City of Vancouver is in agreement with this letter.

036

Jerry F. King, City Att
City of Vancouver

Apr 5, 1990
Date

*Original is attached to
original Ordinance M-2859
& covenants*

801
078-90
3/36APPROVAL OF SHORELINE SUBSTANTIAL
DEVELOPMENT AND CONDITIONAL USE PERMIT

City Council received the recommendation of the City Planning Commission that a Shoreline Development Permit be approved for certain development proposed within 200 feet of the Columbia River by Columbia Marine, Inc.; see SR 007-90, 025-90, and supplements thereto, and has considered the proposed permit at public hearings and in the light of R.C.W. Ch. 90.58, W.A.C. Ch. 332-30 and City ordinances, and the City's Shoreline Master Plan.

Such application was in conjunction with a certain proposed subdivision and with a certain proposed zone change, each proposed by petitioner or its affiliates and Council has approved the zone change by Ordinance M-2859, which contains a certain covenant, and also now has approved a modified preliminary subdivision plat.

Being thus duly advised City Council hereby and pursuant to R.C.W. 90.58.140 approves the proposed Shoreline Development and Conditional Use Permit by which applicant would proceed with its land subdivision and with development of a marina on the river to serve residents of the new subdivision and the Riverside Condominiums to the north. Such permit is subject to all conditions of said Ordinance M-2859 and its covenant, and is subject to all conditions of said land plat approval and also is subject to the following conditions:

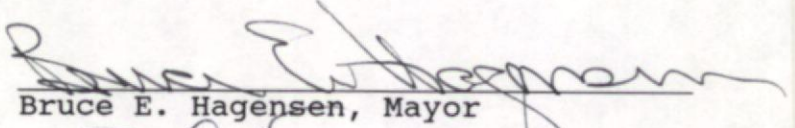
1. Applicant shall prepare and submit to the City Director of Planning for approval a satisfactory Environmental Protection Plan that addresses contamination prevention at the marina.

2. The use of the marina shall be restricted to residents of the new subdivision and of the Riverside Condominiums to the north, all of which subdivision residents and condominium residents shall be a part of a marina management association. No commercial marina shall ever be operated and no subleasing of slips shall be permitted.

3. There shall be no sale of any fuel at the marina.

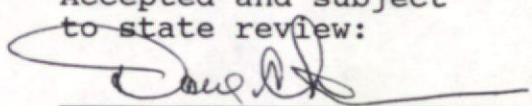
419

4. Petitioner shall work with the City and Clark County to attempt to resolve any detrimental effects upon Wintler Park Beach caused by this development.


Bruce E. Hagensen, Mayor

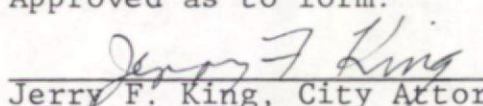

H. K. Shorthill, City Clerk
By David G. Vial, Deputy City Clerk

Accepted and subject
to state review:


Columbia Marine, Inc.
By Dave Christensen, President

DOCA321:jak

Approved as to form:


Jerry F. King, City Attorney

FILED FOR RECORD
CLARK CO. WASH.
CITY OF VANCOUVER

APR 5 4 28 PM '90

AUDITOR
ELIZABETH A. LUCE

420

01/07/93

AMENDATORY AGREEMENT

This is an Agreement between City of Vancouver (City) and the Christensen Group by which the parties amend a certain 1990 Lease Agreement between the City and Christensen Motor Yacht Corporation, Inc.

WHEREAS, By agreement in 1990 the City entered into a long term lease with Christensen Motor Yacht Corporation, being the predecessor of Christensen Group, of certain land and easements which City owns on the Columbia River; a copy of such lease is attached as Exhibit "A", and;

WHEREAS, said Agreement was modified in part by Settlement and Agreed Order of Remand entered in Shoreline Hearing Board case No. 90-19 dated January 4, 1991, and;

WHEREAS, Christensen Group now proposes to construct a boat launch, boat basin and related facilities on such site, all of which is and has been contemplated by the 1990 lease agreement, and;

WHEREAS, Christensen Group now has secured preliminary approvals for its project from various state and federal permitting agencies, but such approvals will require a move of the facilities a certain distance north and west, the move being intended to preserve the fisheries resource and protect wetlands and native riparian habitat, and;

AGREEMENT - 1

WHEREAS, Christensen Group has applied to the City to amend the legal description of the City land leased to it in such lease and thus to increase the amount of land it leases from City, and City staff (SR-) has recommended approval, subject to this certain new agreement from Christensen Group, and Christensen Group has agreed,

NOW, THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. That Christensen Group is the successor to Christensen Motor Yacht Corporation, executor of the 1990 Agreement.

2. That the legal description attached to the 1990 Agreement is hereby agreed to be amended. Christensen Group shall prepare a legal description to describe the premises now to be leased by City to Christensen Group, such description to be consistent with the sketch attached as Exhibit "B". Such description shall be subject to approval by City engineering staff, which approval will not be unreasonably withheld.

3. Christensen Group agrees that at its sole expense, but not to exceed \$30,000, it shall incorporate into its construction project provision for a public trail, and shall construct such trail to be twelve to twenty-four feet wide with lighting, along Marine Park Road adjacent to the land leased by City to Christensen Group.

AGREEMENT - 2

Christensen Group or its contractors shall do the trail and landscape construction along with or as part of construction of its own new facilities. The trail improvement shall be at a cost to Christensen Group of not to exceed \$30,000. The trail construction shall meet the standards required by City on other properties to east and west and may include an aesthetically appropriate security fence to separate the trail from the remainder of the lands leased by Christensen Group from City, with not to exceed 25 feet of decorative fence for viewing from the trail. Cost of such fence shall not be included in computing the \$30,000 limit on trail improvement costs.

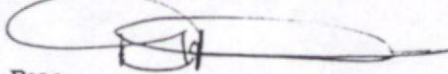
The City will provide an appropriate number of lighting standards and a park bench for Christensen Group to install in such trail area, consistent with lighting and benches on other parts of the trail. City will pay for power for the lighting.

4. Upon satisfactory completion of construction of the trail, City shall assume responsibility for maintenance and operation of such trail as a public facility consistent with Resolution M-2739 and Shoreline Hearings Board Settlement and Agreed Order of Remand filed in case No. 90-19.

5. Christensen Group also agrees that its facilities will be constructed and maintained with aesthetic consideration for views of such facilities from the trail and from adjacent public parks.

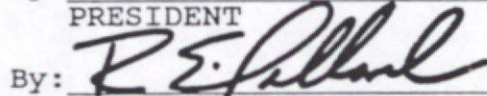
AGREED to this 11 day of January, 1994.

CHRISTENSEN GROUP



By:

PRESIDENT



By:

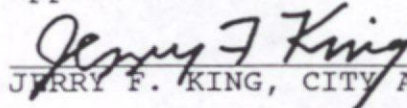
BRUCE E. HAGENSEN, MAYOR, BY

ROYCE E. POLLARD, MAYOR PRO-TEM

By:


H. KENT SHORTHILL, CITY CLERK

Approved as to form:


JERRY F. KING, CITY ATTORNEY

H:\JFK\A1117.CMY:klh

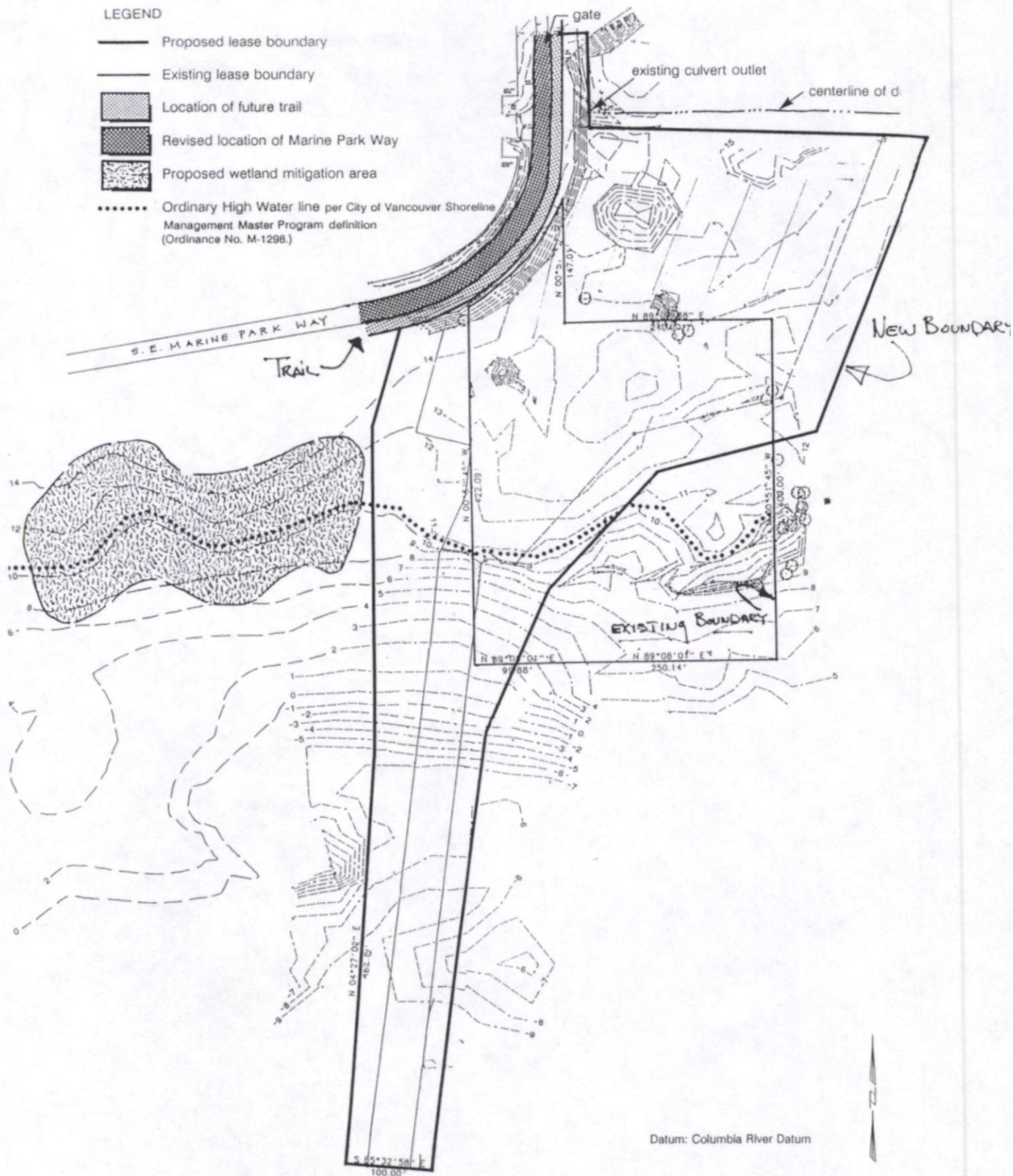
Christensen Motor Yacht Corporation
City Lease Boundary Map

January 1994

Prepared by The JD White Company, Inc. (project #90-170) in association with Olson Engineering, Inc. and Ogden Beeman & Associates.

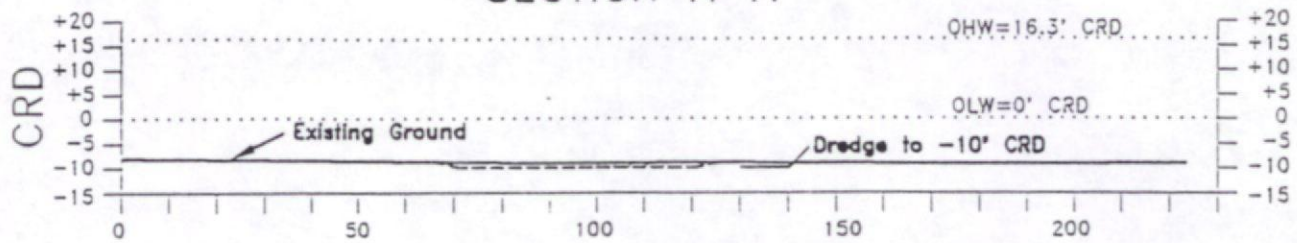
LEGEND

- Proposed lease boundary
- Existing lease boundary
- ▨ Location of future trail
- ▤ Revised location of Marine Park Way
- ▩ Proposed wetland mitigation area
- Ordinary High Water line per City of Vancouver Shoreline Management Master Program definition (Ordinance No. M-1298.)

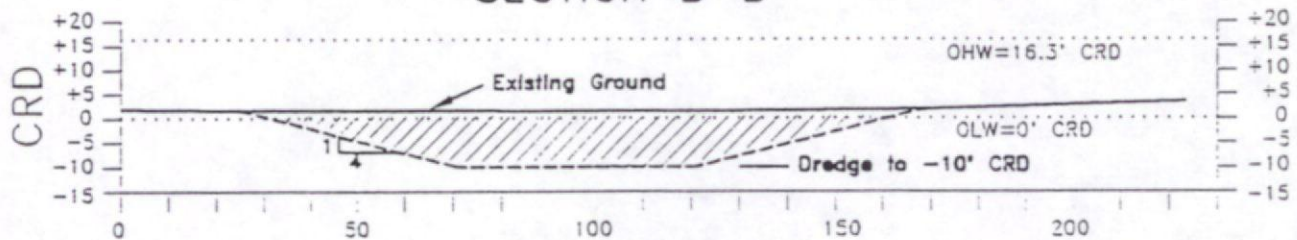


Christensen Yacht Basin Cross Sections A thru C

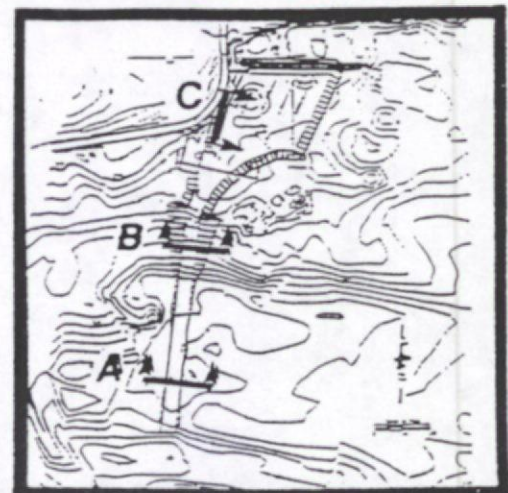
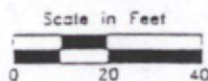
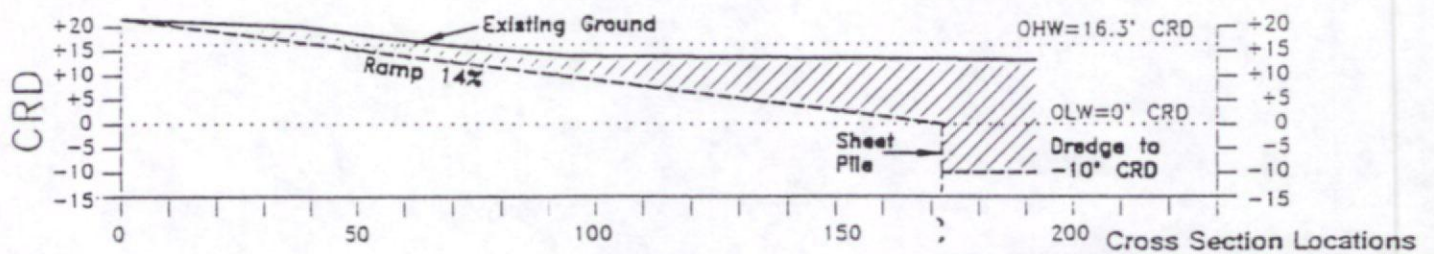
SECTION A-A



SECTION B-B



SECTION C-C

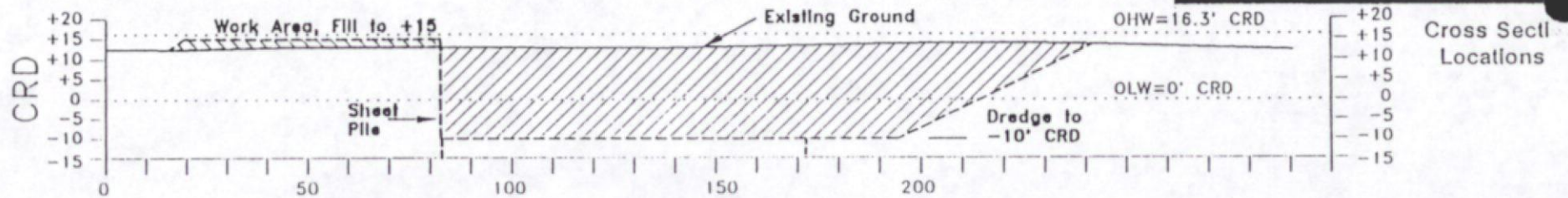


(3)

Christensen Yacht Basin Cross Sections D thru E

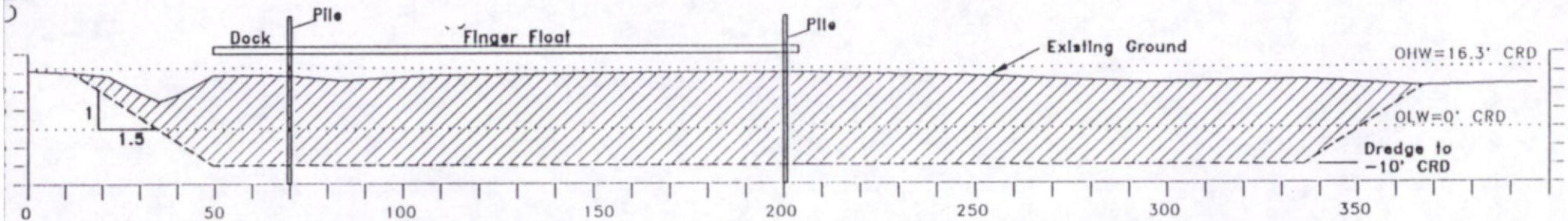


SECTION D-D



Cross Sectl
Locations

SECTION E-E



COPY

LEASE AMENDMENT

This Amendment is made this 26 day of March, 2018, by and between the CITY OF VANCOUVER (hereinafter referred to as "City") and CHRISTENSEN GROUP, INC., (hereinafter referred to as "CGI").

RECITALS

A. That on March 26, 1990, Christensen Motor Yacht Corporation entered into an Agreement (the term "Lease" shall refer to this Lease and all of the amendments) with the City whereby the City leased certain real property to Christensen Motor Yacht Corporation to be used as a boat launch and basin.

B. That the Lease was amended on January 11, 1994 whereby CGI became the successor in interest to Christensen Motor Yacht Corporation and making certain changes to the Lease.

C. That the Lease was further Amended on December 2, 1996.

D. That CGI had subleased the subject boat basin to Christensen Shipyards, LTD and thereafter the sublease has been assigned to Christensen Shipyards, LLC.

E. That the City now desires to locate and moor a City of Vancouver fireboat house and a Vancouver Fire Department Rapid Response Vessel. This will require Christensen Shipyards, LLC, as the sublessee under the Lease to further sublease to the Vancouver Fire Department. Such action requires the consent of CGI.

Now, therefore, based upon valuable consideration of mutual covenants contained herein, the parties hereby agree as follows:

1. Consent. CGI hereby consents to the allowance of the City to place and moor a fireboat house and the Vancouver Fire Department Rapid Response Vessel in a separate

Boat Basin Sublease Agreement between Christensen Shipyards, LLC, as the Sublessor and the Vancouver Fire Department, as the Sublessee with said Sublease Agreement being approved by CGI. Such consent and approval is and shall be continually dependent upon such placement, mooring and use by the Vancouver Fire Department not interfering with the use of the Marina as described in the Lease by CGI, its sublessee, successors and assigns.

The parties acknowledge a provision in the Boat Basin Sublease Agreement whereby CGI and its assigns have the right to terminate the Boat Basin Sublease Agreement but must give no less than twenty four (24) months prior written notice to the Vancouver Fire Department, a City of Vancouver agency. CGI and/or its assigns agree that this provision may be enforced by the City.

2. Termination of Lease. CGI shall have the option to terminate the Lease upon ninety (90) days prior written notice to the City upon the occurrence of any of the following events:

(a). The sublessee, Christensen Shipyards, LLC or their assigns, from CGI is in default of the sublease or has abandoned the use of the leased property subject to the Lease.

(b). Upon a sale of the property located at 4401 SE Columbia Blvd., Vancouver, Washington by CGI and the buyer of such property does not assume the Lease; or

(c). At the discretion of CGI, but in that case, only if the sublessee agrees to assume the obligation of CGI under the Lease.

3. Assignment of Lease. Any assignment of the Lease by CGI to any third party is hereby approved as long as the use of the property is the same. Such assignment shall be subject to all of the rights and obligations of the Lease and all of the subleases.

4. Except as herein specifically modified, altered or supplemented the terms of the Lease shall remain in full force and effect.

CHRISTENSEN GROUP, INC., a
Washington Corporation

By: Kathryn D. Maynard
Kathryn D. Maynard, President

Approved as to Form:

Debra Quinn
Debra Quinn, Assistant City Attorney

CITY OF VANCOUVER

By: Eric J. Holmes
Eric J. Holmes, City Manager

ACKNOWLEDGMENT OF VANCOUVER FIRE DEPARTMENT

The Vancouver Fire Department is an agency of the City of Vancouver. The provisions of this Lease Amendment and specifically the provisions for the Termination of Lease will be binding upon the Vancouver Fire Department.

VANCOUVER FIRE DEPARTMENT

By: Joseph Molina
Joseph Molina, Fire Chief

STATE OF WASHINGTON)

: ss.

County of Clark)

On this day 26 day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Kathryn D. Maynard, President of Christensen Group, Inc., the corporation that executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 26 day of March, 2018.



Patricia M. Withee
Notary Public for Washington
Residing in Clark County, therein.
My Commission Expires: 11-19-19

STATE OF WASHINGTON)

: ss.

County of Clark)

On this day 20th day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ERIC J. HOLMES, City Manager of The City of Vancouver, Washington, that executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 20th day of March, 2018.



Jennifer J. Brown
Notary Public for Washington
Residing in Clark County, therein.
My Commission Expires: 12-17-18

LEASE AMENDMENT - 4

STATE OF WASHINGTON)

: ss.

County of Clark)

On this day 19 day of March, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared **JOSEPH MOLINA, Fire Chief** of The Vancouver Fire Department, that executed the foregoing instrument, and acknowledged said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN TO before me this 19 day of March, 2018.



Sm
Notary Public for Washington
Residing in Clark County, therein
My Commission Expires: 11/1/20



Staff Report 064-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/13/2019

SUBJECT Block 10 RFP Process

Key Points

- Block 10 is a vacant City-owned block located north of W. 8th Street and east of Columbia Street which has been held for redevelopment.
- In May of 2016, the City issued an RFP for developers interested in purchasing and developing the property for a mixed use project.
- Gramor Development was selected as the preferred developer based on their proposal to develop the block for multi-family apartments, structured parking, and a grocery store on the ground level.
- For over two years, City staff have worked with Gramor on potential terms of a disposition and development agreement and, despite best efforts of both parties, have not been able to come to agreement, and additionally, national trends in the grocery industry point to challenges establishing grocery stores in downtown locations.
- Because it appears a downtown grocery store may not be viable in the near future, city staff have been informally exploring other options for disposition and development of Block 10.
- In April 2019, the City confirmed interest from Holland Partners, Inc. in securing Block 10 for development of an office building including their corporate headquarters, multi-family housing, a jobs incubator, and ground floor retail, with construction expected to commence by the end of 2019.
- A resolution is submitted for Council consideration that will terminate the current RFP process and negotiations with Gramor and authorize staff to initiate negotiations with Holland Partners on a development that is described in their letter of intent.

Strategic Plan Alignment

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

Action 8.1.1: Surplus Block 10 and issue an RFP to solicit a use that will contribute to downtown vitality

Present Situation

As discussed with Council at the May 6, 2019 workshop, negotiations with Gramor Development have to date not resulted in attracting a grocery store to a development on Block 10 and - despite best efforts - both City and Gramor have not been able to reach agreement on the terms of a disposition and development agreement. Staff has been following national trends in the grocery industry such as an increase in online ordering of groceries, which has created significant challenges to a grocery store locating in the downtown, at least in the near term.

Holland Partner Group, a highly-experienced mixed use developer based in Vancouver, has expressed interest in developing Block 10 for an 11-story, 110,000 square foot office tower and a 7-story 126-unit apartment tower with rents at 80% of area median income, with structured parking and ground floor retail space. Over half of the office tower would be occupied by the corporate headquarters of Holland Partners Group, which currently employs 175 people but anticipates significant growth. Holland has also expressed a desire to begin construction by the end of 2019, nearly two years sooner than the Gramor project.

While the City remains committed to locating a full-service grocer in the downtown, the current uncertainty in the industry warrants reconsideration of the use of Block 10. The proposed development by Holland Partner Group for a corporate headquarters, 126 workforce housing units with supporting ground floor retail will activate this key block of downtown and on a much shorter time frame.

In order for staff to enter into direct negotiations with Holland, City Council would need to adopt a resolution that closes out the prior RFP process and end negotiations with Gramor Development, and authorize staff to begin property negotiations with Holland. The attached resolution would accomplish both actions.

Advantage(s)

- City would retain the headquarters of a nationally-recognized apartment development company in its downtown;
- Block 10 would be developed for a mix of uses in two towers, including multi-family apartments with some workforce income-based units, a corporate office tower, ground floor retail, public open space, and a jobs incubator
- Construction could commence as soon as the end of 2019.

Prior Council Review

- March 13, 2017 Workshop
- May 6, 2019 Workshop

Action Requested

Approve a resolution closing out the Block 10 RFP process and negotiations, and authorize City staff to enter into direct negotiations with Holland Partner Group regarding the development and disposition of Block 10.

Chad Eiken, Community and Economic Development Director, 487-7882

ATTACHMENTS:

- ▣ Resolution

5/13/2019

RESOLUTION NO. M-

A RESOLUTION relating to the disposition of Block 10 and, pursuant to VMC 3.30.060, authorizing the disposition of the property through means of a negotiated sale.

WHEREAS, on February 22, 2016, by adoption of Resolution M-3881, the City Council declared Block 10, legally described as Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 10 West Vancouver according to the plat thereof recorded in Volume B of Plats, Page 40, records of Clark County, Washington, to be surplus to the needs of the city and authorized its disposition through a request for proposals process;

WHEREAS, on May 16, 2016, the city issued a request for proposals for the acquisition and development of Block 10; and

WHEREAS, on July 29, 2016, Gramor Development submitted a proposal to acquire and develop Block 10; and

WHEREAS, the city and Gramor Development have been unable to agree on the terms of a Disposition and Development Agreement, and

WHEREAS, the city has been approached by Holland Partner Group which has expressed interest in acquiring Block 10 and developing its corporate headquarters, housing and retail uses on the site; and

WHEREAS, the city desires to pursue negotiations with Holland Partner Group to determine if the terms and conditions of a Disposition and Development Agreement can be successfully negotiated and presented to council at a subsequent meeting.

NOW, THEREFORE,

RESOLUTION - 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The method of disposition of Block 10 is authorized to occur through negotiated sale and/or lease and the request for proposals method of disposition is hereby terminated.

Section 2. Resolution M-3881 is hereby modified to the extent necessary to be consistent with this resolution.

ADOPTED at a Regular Meeting of the Vancouver City Council this 13th, of May, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

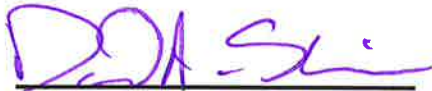
RESOLUTION - 2

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:

\$ **2,357,492.84** this 13th day of May 2019.

MAYOR



AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 30 - May 6	Accounts Payable Checks (see attached)	\$ 2,005,647.39
April 30 - May 6	Hansen City Payments (see attached)	\$ 286,508.80
April 30 - May 6	Visa Refunds (see attached)	\$ 7,508.54
April 30 - May 6	Payroll Checks (see attached)	\$ 57,828.11
TOTAL		\$ 2,357,492.84

INVOICE PAYMENTS REPORT

Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
	4/30/2019	\$ 19,240.63	Clark and Sons Excavating Inc	SC0337 Capital - Construction Contractors 565000
	4/30/2019	\$ 19,536.49	Global Payments Inc	SC0053 Services - Professional & Contracted Services 541900
	4/30/2019	\$ 8,500.00	Mark Brown	SC0053 Services - Professional & Contracted Services 541900
	5/1/2019	\$ 4,182.29	Internal Revenue Service	SC0248 Accr Empl Ben - Federal W/H 231599
	5/6/2019	\$ 45,056.04	Gallagher Bassett Services Inc	SC0053 Services - Professional & Contracted Services 541900
	5/6/2019	\$ 147,068.08	Blue Cross Blue Shield of Oregon	SC0369 Services - Self-Insured Claims 542000
	5/6/2019	\$ 14,568.80	Washington Dental Service	SC0369 Services - Self-Insured Claims 542000
	5/6/2019	\$ 5,743.78	VSP Vision Care Inc	SC0369 Services - Self-Insured Claims 542000
EFT-00003834	4/30/2019	\$ 306.25	Lee Gelsinger	Travel Advance
EFT-00003835	4/30/2019	\$ 302.50	LeMont Lucas	Travel Advance
EFT-00003836	4/30/2019	\$ 302.50	Cale Baker	Travel Advance
EFT-00003837	4/30/2019	\$ 357.50	Eric Thomas	Travel Advance
EFT-00003838	4/30/2019	\$ 302.50	Skip Navarrette	Travel Advance
EFT-00003839	4/30/2019	\$ 335.50	Charlie Ahn	Travel Advance
EFT-00003840	4/30/2019	\$ 100.00	Ken Portlock	Employee reimbursement
EFT-00003841	4/30/2019	\$ 306.25	Jeremy Free	Travel Advance
EFT-00003842	4/30/2019	\$ 569.92	Doris Sutton	Employee reimbursement
EFT-00003843	4/30/2019	\$ 82.50	Jessica Trownsell	Travel Advance
EFT-00003844	4/30/2019	\$ 748.56	Kristine Olinger	Employee reimbursement
EFT-00003845	4/30/2019	\$ 247.50	Sreekanth Thirunagari	Travel Advance
EFT-00003846	4/30/2019	\$ 82.50	James Demmon	Travel Advance
EFT-00003847	4/30/2019	\$ 16.24	Jordan Macfarlane	Employee reimbursement
EFT-00003848	4/30/2019	\$ 341.18	Tracie Ramirez	Travel Advance
EFT-00003849	4/30/2019	\$ 52.20	Christopher Moen	Employee reimbursement
EFT-00003850	4/30/2019	\$ 257.50	Debra Quinn	Travel Advance
EFT-00003851	4/30/2019	\$ 10.68	Luke Koistinen	Employee reimbursement
EFT-00003899	5/3/2019	\$ 190.00	Shane Parker	Travel Advance
EFT-00003900	5/3/2019	\$ 114.00	Christopher Wanous	Travel Advance
EFT-00003901	5/3/2019	\$ 335.50	Spencer Harris	Travel Advance
EFT-00003902	5/3/2019	\$ 48.00	Monica Hernandez Moya	Employee reimbursement
EFT-00003903	5/3/2019	\$ 17.22	Jennifer Campos	Employee reimbursement
EFT-00003904	5/3/2019	\$ 88.30	Miranda Skeeter	Employee reimbursement
EFT-00003905	5/3/2019	\$ 32.51	Jeremy Kanooth	Employee reimbursement
EFT-00003906	5/3/2019	\$ 18.04	Jude Blocker	Employee reimbursement
EFT-00003907	5/3/2019	\$ 335.50	Brian Viles	Travel Advance
EFT-00003908	5/3/2019	\$ 335.50	Shane Hall	Travel Advance
EFT-00003909	5/3/2019	\$ 274.50	Paul Benton	Travel Advance
EFT-00003910	5/3/2019	\$ 82.50	James Burgara	Travel Advance
EFT-00003911	5/3/2019	\$ 203.25	Geronia Coyle III	Travel Advance
EFT-00003912	5/3/2019	\$ 82.50	Darren Ocegüera	Travel Advance
EFT-00003913	5/3/2019	\$ 82.50	Jamie Haske	Travel Advance

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

INVOICE PAYMENTS REPORT

Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
EFT-00003914	5/3/2019	\$ 82.50	Robert Schoene	Travel Advance
EFT-00003915	5/3/2019	\$ 82.50	Colton Price	Travel Advance
EFT-00003916	5/3/2019	\$ 82.50	Sean Suarez	Travel Advance
EFT-00003917	5/3/2019	\$ 86.25	James Dewey	Travel Advance
EFT-00003918	5/3/2019	\$ 291.00	Sean Dumas	Travel Advance
EFT-00003919	5/3/2019	\$ 335.50	Colton Price	Travel Advance
1439	5/2/2019	\$ 3,200.00	Abatement Services Inc.	SC0053 Services - Professional & Contracted Services 541900
1440	5/2/2019	\$ 1,606.00	Allegheny Answering Services	SC0053 Services - Professional & Contracted Services 541900
1441	5/2/2019	\$ 13,004.00	Alta Planning & Design	SC0053 Services - Professional & Contracted Services 541900
1442	5/2/2019	\$ 85.92	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	SC0053 Services - Professional & Contracted Services 541900
1443	5/2/2019	\$ 28,599.71	Arborscape Ltd Inc	SC0053 Services - Professional & Contracted Services 541900
1444	5/2/2019	\$ 8,147.50	Aspect Consulting LLC	SC0053 Services - Professional & Contracted Services 541900
1445	5/2/2019	\$ 7,804.80	Bloomberg Finance LP	SC0053 Services - Professional & Contracted Services 541900
1446	5/2/2019	\$ 60,294.55	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	SC0053 Services - Professional & Contracted Services 541900
1447	5/2/2019	\$ 8,821.21	CH2M Hill Inc	SC0053 Services - Professional & Contracted Services 541900
1448	5/2/2019	\$ 18,850.00	City Electric Co of WA	SC0077 Services - Repair & Maint - Other 548900
1449	5/2/2019	\$ 714.54	Clark Regional Emergency Services Agency (GRESA)	SC0094 Intergovernmental Services and Payments - Intergovernmental Payments 552000
1450	5/2/2019	\$ 109.95	Comcast - Remit-To: Comcast Business - City of Industry	SC0059 Services - Other Communication 542900
1451	5/2/2019	\$ 1,258.85	Community Housing Resource Center	SC0053 Services - Professional & Contracted Services 541900
1452	5/2/2019	\$ 171,140.02	Del Sol Inc	SC0049 Services - Janitorial Cleaning 541100
1453	5/2/2019	\$ 1,380.00	Economic Consultants Oregon Ltd	SC0053 Services - Professional & Contracted Services 541900
1454	5/2/2019	\$ 50,917.13	eLock Technologies LLC	SC0337 Capital - Construction Contractors 565000
1455	5/2/2019	\$ 41,989.12	Envirolssues Inc	SC0053 Services - Professional & Contracted Services 541900
1456	5/2/2019	\$ 275.00	ERF Company Inc	SC0039 Supplies - Other Operating Supplies 531900
1457	5/2/2019	\$ 1,000.00	Etico Solutions Inc	SC0062 Services - Education/Training 543500
1458	5/2/2019	\$ 12,295.85	Felix Marine Industries	SC0053 Services - Professional & Contracted Services 541900
1459	5/2/2019	\$ 12,600.00	Friends of Trees	SC0053 Services - Professional & Contracted Services 541900
1460	5/2/2019	\$ 93.22	Gallagher Bassett Services Inc	SC0053 Services - Professional & Contracted Services 541900
1461	5/2/2019	\$ 1,370.18	General Pacific Inc	SC0393 SC to Ledger 141100 Inventory
1462	5/2/2019	\$ 4,471.91	Genuine Parts Company	SC0035 Supplies - Repair & Maintenance Supplies 531100
1463	5/2/2019	\$ 324.00	Global Transportation Engineering Corporation	SC0053 Services - Professional & Contracted Services 541900
1464	5/2/2019	\$ 131,966.04	Halbert Construction Services LLC	SC0077 Services - Repair & Maint - Other 548900
1465	5/2/2019	\$ 2,205.00	Harper Houf Peterson Righellis Inc	SC0053 Services - Professional & Contracted Services 541900
1466	5/2/2019	\$ 2,000.00	Harpers Playground	SC0053 Services - Professional & Contracted Services 541900
1467	5/2/2019	\$ 324.12	Harrys Key Service Inc	SC0077 Services - Repair & Maint - Other 548900
1468	5/2/2019	\$ 4,823.09	H D Fowler Company Inc	SC0393 SC to Ledger 141100 Inventory
1469	5/2/2019	\$ 1,338.50	Houlihan Law PC	SC0050 Services - Legal Services 541300
1470	5/2/2019	\$ 187.77	Kittelson & Associates Inc	SC0053 Services - Professional & Contracted Services 541900

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1471	5/2/2019	\$ 97.56	Lasko Printing Specialties Inc	SC0081 Services - o/s Printing & Binding 549500
1472	5/2/2019	\$ 1,386.00	Law Offices of Susan Drummond PLLC	SC0050 Services - Legal Services 541300
1473	5/2/2019	\$ 915.99	Life Safety Corporation	SC0075 Services - Repair & Maint - Equipment 548100
1474	5/2/2019	\$ 9,680.24	Moore Iacofano Goltsman, Inc	SC0053 Services - Professional & Contracted Services 541900
1475	5/2/2019	\$ 5,001.08	Municipal Emergency Services Inc	SC0037 Supplies - Uniforms & Protective Clothing 531300
1476	5/2/2019	\$ 9,957.50	Murray Smith Inc	SC0053 Services - Professional & Contracted Services 541900
1477	5/2/2019	\$ 5,405.26	North 40 Fencing and Farm Services	SC0077 Services - Repair & Maint - Other 548900
1478	5/2/2019	\$ 93,045.38	Northeast Electric LLC	SC0337 Capital - Construction Contractors 565000
1479	5/2/2019	\$ 8,030.00	Parkeon	SC0068 Services - Software Maintenance 545500
1480	5/2/2019	\$ 342.50	PBS Engineering and Environmental Inc	SC0053 Services - Professional & Contracted Services 541900
1481	5/2/2019	\$ 100.00	PDH Creative	SC0053 Services - Professional & Contracted Services 541900
1482	5/2/2019	\$ 34,206.03	Portland Mechanical Construction LLC	SC0077 Services - Repair & Maint - Other 548900
1483	5/2/2019	\$ 593.91	PPC Solutions Inc	SC0053 Services - Professional & Contracted Services 541900
1484	5/2/2019	\$ 8,911.97	Rapid Response Bio Clean	SC0053 Services - Professional & Contracted Services 541900
1485	5/2/2019	\$ 1,055.57	Raymond B Richards	SC0037 Supplies - Uniforms & Protective Clothing 531300
1486	5/2/2019	\$ 1,512.00	Right of Way Associates Inc	SC0053 Services - Professional & Contracted Services 541900
1487	5/2/2019	\$ 3,048.75	SafeFire LLC	SC0069 Services - Other Rentals 545900
1488	5/2/2019	\$ 1,355.28	Siemens Industry Inc - Remit-To: Siemens - Carol Stream	SC0075 Services - Repair & Maint - Equipment 548100
1489	5/2/2019	\$ 360.97	Sound Native Plants Inc	SC0039 Supplies - Other Operating Supplies 531900
1490	5/2/2019	\$ 54,264.96	Stantec Consulting Services Inc	SC0053 Services - Professional & Contracted Services 541900
1491	5/2/2019	\$ 15.69	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	SC0094 Intergovernmental Services and Payments - Intergovernmental Payments 552000
1492	5/2/2019	\$ 437.85	State of Washington Auditor's Office	SC0053 Services - Professional & Contracted Services 541900
1493	5/2/2019	\$ 10.36	Stericycle Inc	SC0074 Services - Garbage / Waste Disposal 547400
1494	5/2/2019	\$ 308.00	The Columbian Publishing Co	SC0063 Services - Advertising 544000
1495	5/2/2019	\$ 4,900.00	The F.A. Bartlett Tree Expert Co	SC0053 Services - Professional & Contracted Services 541900
1496	5/2/2019	\$ 866.67	Towing & Recovering Services Inc	SC0053 Services - Professional & Contracted Services 541900
1497	5/2/2019	\$ 674.12	Triple J Enterprises	SC0053 Services - Professional & Contracted Services 541900
1498	5/2/2019	\$ 153.00	Vancouver Aire LLC	SC0077 Services - Repair & Maint - Other 548900
1499	5/2/2019	\$ 31,454.68	Vancouver National Historic Reserve Trust	SC0053 Services - Professional & Contracted Services 541900
1500	5/2/2019	\$ 84.12	XPO Logistics Enterprise Services, Inc	SC0054 Services - Postage 542200
1501	5/2/2019	\$ 461.29	Allegiance Benefit Plan Management Inc	SC0032 Personnel Benefits - Medical Payment - Retired (Pension) 529600
1502	5/2/2019	\$ 4,277.48	AT & T Mobility II LLC	SC0032 Personnel Benefits - Medical Payment - Retired (Pension) 529600
1503	5/2/2019	\$ 163,840.00	Clark County	SC0055 Services - Phone Service/Billings 542500-542700
1504	5/2/2019	\$ 216.53	Comcast - Remit-To: Comcast Business - City of Industry	SC0094 Intergovernmental Services and Payments - Intergovernmental Payments 552000
1505	5/2/2019	\$ 265.25	Dex Media West	SC0055 Services - Phone Service/Billings 542500-542700
1506	5/2/2019	\$ 40.69	Frontier Communications	SC0063 Services - Advertising 544000
1507	5/2/2019	\$ 32,244.00	Life Insurance Company of North America	SC0055 Services - Phone Service/Billings 542500-542700
1508	5/2/2019	\$ 818.06	Neopost USA Inc	SC0053 Services - Professional & Contracted Services 541900
1509	5/2/2019	\$ 15.00	NW Natural - Remit-To: NW Natural - Portland	SC0069 Services - Other Rentals 545900

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1510	5/2/2019	\$ 701.08	Qwest Corp	SC0073 Services - Natural Gas 547300
1511	5/2/2019	\$ 420.00	Rotschy Inc	SC0055 Services - Phone Service/Billings 542500-542700
1512	5/2/2019	\$ 181,296.71	State of Washington Department of Labor and Industries	SC0074 Services - Garbage / Waste Disposal 547400
1513	5/2/2019	\$ 380.62	United Parcel Service	SC0079 Services - Fees 549200
1514	5/2/2019	\$ 5,435.00	United States Postal Service	SC0054 Services - Postage 542200
1515	5/2/2019	\$ 73,254.50	State of Washington Department of Revenue	SC0095 Intergovernmental Services and Payments - External Taxes/Assessment 553000
1516	5/2/2019	\$ 224,646.12	C & R Tractor & Landscape Supply	SC0337 Capital - Construction Contractors 565000
1517	5/2/2019	\$ 63.02	Allport, Evelyn	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1518	5/2/2019	\$ 101.99	Ankenbauer, Robert and Ruth	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1519	5/2/2019	\$ 81.73	Beck Gerhard Jr. and Ann Fulenwider	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1520	5/2/2019	\$ 72.91	Bolyard, Patrick and Rana	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1521	5/2/2019	\$ 114.43	BREWER, RALPH	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1522	5/2/2019	\$ 66.57	BREWER, RALPH	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1523	5/2/2019	\$ 109.55	Campeu, Mary	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1524	5/2/2019	\$ 42.12	Clark, Darrel and Carol	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1525	5/2/2019	\$ 143.79	Cochell, Robert	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1526	5/2/2019	\$ 1,423.97	Columbia Waterfront LLC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1527	5/2/2019	\$ 74.45	CREEKSIDE HOMES LLC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1528	5/2/2019	\$ 27.88	Crystal Haight and Eric Haley	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1529	5/2/2019	\$ 87.10	Dapeng Xu and Sun Qing	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1530	5/2/2019	\$ 34.55	Dardon, Edgar and Dulce	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1531	5/2/2019	\$ 57.17	David Bledsoe and Christine Pallier	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1532	5/2/2019	\$ 40.00	David L Astle	SC0403 to Ledger 317000 Excise Tax in Lieu of Property Taxes 317600
1533	5/2/2019	\$ 2.47	Dominguez, Rene	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1534	5/2/2019	\$ 82.70	Dominguez, Rene	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1535	5/2/2019	\$ 200.08	Dowell, Mary	SC0340 SC to Ledger 213110 AP Refunds (Hansen)

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1536	5/2/2019	\$ 278.79	ESPIRITU,ROLANDO AND CINDY	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1537	5/2/2019	\$ 60.86	Estate of Kathy Jo Keller-Yearout	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1538	5/2/2019	\$ 92.00	Eugene Meyer Trustee	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1539	5/2/2019	\$ 73.44	Fischer, Lyman D	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1540	5/2/2019	\$ 12.56	Fischer, Lyman D	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1541	5/2/2019	\$ 53.27	Fitzgerald, Bettina	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1542	5/2/2019	\$ 72.04	Forsman, Richard	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1543	5/2/2019	\$ 99.32	George Akau Jr Trustee	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1544	5/2/2019	\$ 99.32	George Akau Jr Trustee	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1545	5/2/2019	\$ 48.56	GOLLERSRUD, DAVID AND SARA	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1546	5/2/2019	\$ 83.72	GRAND CAM INVESTMENT GROUP LLC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1547	5/2/2019	\$ 78.81	GREENBROOK CONSTRUCTION LLC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1548	5/2/2019	\$ 27.96	Hardin, Daryl	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1549	5/2/2019	\$ 239.29	Hessel, Sarah	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1550	5/2/2019	\$ 82.66	Hoyt, Bradley and Karen	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1551	5/2/2019	\$ 71.34	Hoyt, Bradley and Karen	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1552	5/2/2019	\$ 77.04	Hunter, Tianna	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1553	5/2/2019	\$ 23.15	Inouye, Hiro and Nora	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1554	5/2/2019	\$ 25.88	Irish, Sherri	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1555	5/2/2019	\$ 25.88	Irish, Sherri	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1556	5/2/2019	\$ 6,800.55	James Sessa	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY 549920
1557	5/2/2019	\$ 95.96	Jason Vaupel, Trustee	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1558	5/2/2019	\$ 60.06	John Oshea and Kelsey Combs	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1559	5/2/2019	\$ 161.12	Journey, Solina and Chat	SC0340 SC to Ledger 213110 AP Refunds (Hansen)

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1560	5/2/2019	\$ 21.31	K and E Realty Holdings	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1561	5/2/2019	\$ 69.02	Keith-Keenan, Carmal	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1562	5/2/2019	\$ 62.81	Keller-Yearout, Kathy Jo	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1563	5/2/2019	\$ 48.19	Keller-Yearout, Kathy Jo	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1564	5/2/2019	\$ 104.28	Kergil, Susan	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1565	5/2/2019	\$ 54.30	Kornish, Albert and Daniel	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1566	5/2/2019	\$ 52.77	Kosmin, Andrey	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1567	5/2/2019	\$ 125.56	KOVACS, WILMA	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1568	5/2/2019	\$ 81.68	Krueger, Elisa M	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1569	5/2/2019	\$ 70.41	Krumlauf, Jeremy and Jill	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1570	5/2/2019	\$ 70.31	Larson, Kailey and Jordan	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1571	5/2/2019	\$ 25.58	Livingston, Patrice and Andrew	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1572	5/2/2019	\$ 21.91	Long, Diana L	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1573	5/2/2019	\$ 150.00	Long, Diana L	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1574	5/2/2019	\$ 79.27	Lopez, Patricia	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1575	5/2/2019	\$ 34.92	Lopresti, Paul	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1576	5/2/2019	\$ 48.91	Loveland, Richard	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1577	5/2/2019	\$ 38.44	Maas, Sandra	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1578	5/2/2019	\$ 69.56	Maas, Sandra	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1579	5/2/2019	\$ 179.58	Masters, Wade and Susan	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1580	5/2/2019	\$ 547.54	McHedlidze, Temuri	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1581	5/2/2019	\$ 27.61	McLean, Joan	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1582	5/2/2019	\$ 5.68	Meyer, Audrey and Eugene	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1583	5/2/2019	\$ 133.78	Morgan, Charles and Treva	SC0340 SC to Ledger 213110 AP Refunds (Hansen)

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1584	5/2/2019	\$ 99.31	Newman, Robert	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1585	5/2/2019	\$ 126.02	Norman Webb and Phillip and Lorelei Herres	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1586	5/2/2019	\$ 52.90	Nylund Homes	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1587	5/2/2019	\$ 74.45	Nylund Homes Inc	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1588	5/2/2019	\$ 46.24	Nylund Homes Inc	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1589	5/2/2019	\$ 245.56	Nylund Homes Inc	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1590	5/2/2019	\$ 58.44	Oxford House Orchard Heights	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1591	5/2/2019	\$ 120.00	Perry, Tyler and Debra	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1592	5/2/2019	\$ 60.04	Purviance, Gordon and Elfrieda	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1593	5/2/2019	\$ 44.46	Questad, Randy and Kari	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1594	5/2/2019	\$ 28.88	Red, Joe A	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1595	5/2/2019	\$ 85.37	Robb, James and Joyce	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1596	5/2/2019	\$ 96.67	Robert and Olson Construction	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1597	5/2/2019	\$ 146.57	Ronald Jefferson and Cheryl Hamilton-Jefferson	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1598	5/2/2019	\$ 172.73	Sara Dawn and Kathryn O'Dell	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1599	5/2/2019	\$ 118.53	Scott, Jim and Linda	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1600	5/2/2019	\$ 108.54	Scruggs, Joshua and Jessica	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1601	5/2/2019	\$ 23.62	Sharkey, Crystal and Thomas	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1602	5/2/2019	\$ 97.78	Smith, James and Michael	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1603	5/2/2019	\$ 73.03	Socquet, Mark	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1604	5/2/2019	\$ 44.68	Stepanyuk, Gregory and Olga	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1605	5/2/2019	\$ 40.00	Sundby, Kyle E	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1606	5/2/2019	\$ 200.00	TAPANI INC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1607	5/2/2019	\$ 200.00	Tapani Inc	SC0340 SC to Ledger 213110 AP Refunds (Hansen)

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1608	5/2/2019	\$ 25.04	Townsend, Erick and Megan	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1609	5/2/2019	\$ 59.43	Verdugo, Jessica	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1610	5/2/2019	\$ 43.53	Warren, Colin	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1611	5/2/2019	\$ 106.47	Warren, Colin	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1612	5/2/2019	\$ 81.70	Westview Villa Apartments	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1613	5/2/2019	\$ 86.93	Williams, John	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1614	5/2/2019	\$ 1,000.00	Wilson, Teri K	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1615	5/2/2019	\$ 72.04	WOOLRIDGE PARTNERS 3 LLC	SC0340 SC to Ledger 213110 AP Refunds (Hansen)
1616	5/2/2019	\$ 5,311.60	AAA Septic Service LLC	SC0344 SC to Ledger 122124 AR Loans
1617	5/2/2019	\$ 320.25	Alan Pasternak	SC0061 Services - Travel & Subsistence 543300
1618	5/2/2019	\$ 290.00	A-Latte Sisters LLC	SC0374 SC to Ledger 321000 Bus. Lic. & Permits - Business Licenses 321600 RC0104
1619	5/2/2019	\$ 48.00	Amanda Godsail	SC0375 SC to Ledger 321000 Bus. Lic. & Permits - Business License Surcharge 321675 RC0106
1620	5/2/2019	\$ 490.08	American Heating Inc	SC0349 SC to Ledger 213110 AP Refunds
1621	5/2/2019	\$ 2,025.00	Andrey Kondor	SC0349 SC to Ledger 213110 AP Refunds
1622	5/2/2019	\$ 48.00	Arco Quick Stop	SC0389 SC to Ledger 379000 Proprietary Capital Contributions Private - Develop Ext SDC Wtr Cust - In 379141
1623	5/2/2019	\$ 49.71	Arllys K Borjesson	SC0349 SC to Ledger 213110 AP Refunds
1624	5/2/2019	\$ 71.13	Beverly Schubert	SC0082 Services - Volunteer Expenses 549800
1625	5/2/2019	\$ 12.00	Bianca Kedhay	SC0082 Services - Volunteer Expenses 549800
1626	5/2/2019	\$ 1,998.00	Bridge Chiropractic 4 LLC	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
1627	5/2/2019	\$ 14.55	Bruce Overbay	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY 549920
1628	5/2/2019	\$ 58.05	Bull Run Electric	SC0082 Services - Volunteer Expenses 549800
1629	5/2/2019	\$ 50.00	Cellutions	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt 322100 RC0110
1630	5/2/2019	\$ 200.00	Church of Christ-BOCOBO	SC0349 SC to Ledger 213110 AP Refunds
1631	5/2/2019	\$ 23.00	David Jacky	SC0082 Services - Volunteer Expenses 549800
1632	5/2/2019	\$ 1,000.00	Davis Shows NW	SC0394 SC to Ledger 239100 Customer Desposits
1633	5/2/2019	\$ 362.60	Derin Gibson	SC0061 Services - Travel & Subsistence 543300
1634	5/2/2019	\$ 4,552.80	Earthworks Excavating	SC0344 SC to Ledger 122124 AR Loans

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1635	5/2/2019	\$ 290.00	Espresso Divine	SC0374 SC to Ledger 321000 Bus. Lic. & Permits - Business Licenses 321600 RC0104
1636	5/2/2019	\$ 120.00	Fisher's Creek Neighborhood Association	SC0375 SC to Ledger 321000 Bus. Lic. & Permits - Business License Surcharge 321675 RC0106
1637	5/2/2019	\$ 77.50	Fish Passage Center	SC0083 Services - Misc Expenses 549900
1638	5/2/2019	\$ 20.00	Garry Presthus	SC0349 SC to Ledger 213110 AP Refunds
1639	5/2/2019	\$ 48.00	Greater Vancouver	SC0082 Services - Volunteer Expenses 549800
1640	5/2/2019	\$ 44.32	Gregory Glass	SC0349 SC to Ledger 213110 AP Refunds
1641	5/2/2019	\$ 120.00	Image Neighborhood Association	SC0082 Services - Volunteer Expenses 549800
1642	5/2/2019	\$ 200.00	Jadene Stensland	SC0083 Services - Misc Expenses 549900
1643	5/2/2019	\$ 290.00	KBJVUFS LLC	SC0349 SC to Ledger 213110 AP Refunds
1644	5/2/2019	\$ 200.00	Kemberly Patteson	SC0374 SC to Ledger 321000 Bus. Lic. & Permits - Business Licenses 321600 RC0104
1645	5/2/2019	\$ 1,145.00	Kylie Monette	SC0375 SC to Ledger 321000 Bus. Lic. & Permits - Business License Surcharge 321675 RC0106
1646	5/2/2019	\$ 274.84	Lanny Kipp	SC0349 SC to Ledger 213110 AP Refunds
1647	5/2/2019	\$ 119.31	Linda Thompson	SC0085 Services - 3rd Party Liability Claims - Risk Mgmt ONLY 549920
1648	5/2/2019	\$ 23.00	M. Jo Hoffman	SC0061 Services - Travel & Subsistence 543300
1649	5/2/2019	\$ 2,495.00	Manor Homes	SC0082 Services - Volunteer Expenses 549800
1650	5/2/2019	\$ 21.29	Martiel Heller	SC0082 Services - Volunteer Expenses 549800
1651	5/2/2019	\$ 50.81	Nancy R Borgeson	SC0389 SC to Ledger 379000 Proprietary Capital Contributions Private - Develop Ext SDC Wtr Cust - In 379141
1652	5/2/2019	\$ 1,300.00	National MS Society, Oregon Chapter	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
1653	5/2/2019	\$ 181.50	Neil Seifert	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
1654	5/2/2019	\$ 100.00	Northwest Tree Specialists	SC0349 SC to Ledger 213110 AP Refunds
1655	5/2/2019	\$ 100.00	Northwest Tree Specialists	SC0061 Services - Travel & Subsistence 543300
1656	5/2/2019	\$ 57.08	Prairie Electric	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue 345832
1657	5/2/2019	\$ 25.00	Professional Credit Service	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue 345832
1658	5/2/2019	\$ 200.00	Professional Credit Service	SC0360 SC to Ledger 322100 Non-Bus. Lic. & Permits - Bldgs Structures & Eqpt 322100 RC0110
1659	5/2/2019	\$ 75.00	Professional Credit Service	SC0349 SC to Ledger 213110 AP Refunds
1660	5/2/2019	\$ 3,000.00	Race Forward	SC0349 SC to Ledger 213110 AP Refunds
1661	5/2/2019	\$ 118.55	Rachel Brooks	SC0078 Services - Dues & Subscriptions 549100
1662	5/2/2019	\$ 98.42	Rachel Epstein	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550
1663	5/2/2019	\$ 65.00	Richard Powers	SC0377 SC to Ledger 362000 Misc Revenue Rents/Leases - On-Street Parking 362550

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

INVOICE PAYMENTS REPORT

Check Number	Payment Date	Payment Amount	Payment Payee	Description from: Spend Category / Supplier Invoice Memo
1664	5/2/2019	\$ 50.00	Robert Tanner	SC0039 Supplies - Other Operating Supplies 531900
1665	5/2/2019	\$ 20.00	Roy Nelson	SC0082 Services - Volunteer Expenses 549800
1666	5/2/2019	\$ 301.00	Sterling Design	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue 345832
1667	5/2/2019	\$ 22.09	Suzan Heglin	SC0082 Services - Volunteer Expenses 549800
1668	5/2/2019	\$ 1,011.00	Vancouver Brewfest Foundation	SC0349 SC to Ledger 213110 AP Refunds
1669	5/2/2019	\$ 100.00	Virginia Mendoza	SC0372 SC to Ledger 345830 Environment - Plan Checking-Permits / Plan Revenue 345832
1670	5/2/2019	\$ 48.00	Winco Foods LLC #64	SC0349 SC to Ledger 213110 AP Refunds
1671	5/2/2019	\$ 124,608.00	Justice System Partners	SC0053 Services - Professional & Contracted Services 541900
1672	5/3/2019	\$ 2,666.76	Eagle Newspaper Inc	SC0083 Services - Misc Expenses 549900
	SUBTOTAL	\$ 2,005,647.39		
	5/7/2019	\$ 286,508.80	City Payments	Posted 4-30-19 thru 5-6-19
	SUBTOTAL	\$ 286,508.80		
	5/7/2019	\$ 442.87	Miscellaneous	Parks Class Refunds - FCC 4-30-19 thru 5-6-19
	5/7/2019	\$ 6,865.67	Miscellaneous	Parks Class Refunds - MCC 4-30-19 thru 5-6-19
	5/6/2019	\$ -	Miscellaneous	Parks Class Refunds - Special Events 4-30-19 thru 5-6-19
	5/7/2019	\$ 200.00	Miscellaneous	Parks Class Refunds - WREC 4-30-19 thru 5-6-19
	SUBTOTAL	\$ 7,508.54		
	TOTAL	\$ 2,299,664.73		

City of Vancouver
Payroll Council Report
April 30, 2019 - May 6, 2019

Check No.	Date	Explanation	Amount
688-700	04/30/19	4 2019 Pension Payroll	\$ 9,643.46
EFT-3788 - EFT-3833	04/30/19	4 2019 Pension Direct Deposit	\$ 48,184.65

\$ 57,828.11



Staff Report 060-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/13/2019

SUBJECT Condemnation Ordinance

Key Points

- The City is advancing a transportation safety improvement project on Mill Plain Boulevard in the vicinity of the I-205 Interchange
- The project requires acquisition of right-of-way from a total of 13 parcels, 11 of which the City has successfully completed acquisitions
- The owners of the two remaining parcels have yet to come to an agreement with the City on acquisition, posing a challenge to our ability to obligate construction grant funding for the project
- If the City does not obligate the construction grant funding by August 2019, said funds will be forfeited
- The Mill Plain Boulevard project represents a public use, necessity and convenience for the City of Vancouver.

Strategic Plan Alignment

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

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

Present Situation

The City is currently advancing the design and right-of-way acquisition phases for the Mill Plain Boulevard Safety Improvement Project between 104th Avenue and Chkalov Drive. The project will improve safety and reduce congestion for travel along the corridor in the vicinity of the I-205 interchange. The \$4.6 million project includes \$4.2 million in grant funding and \$400,000 in local street funding. The construction grant funds must be obligated by August 2019 or these funds will

be forfeited by the City.

Improvements along the south side of Mill Plain Boulevard between 104th Avenue and 107th Avenue necessitate right-of-way acquisitions from multiple parcels. The City has successfully negotiated property acquisitions with all but two of these parcels. The owners of the remaining two parcels have yet to agree to the City's offers. Therefore, it is recommended that we advance the eminent domain right-of-way acquisition process into the condemnation phase. Initiating that phase requires the City Council to designate the project as a Public Use, Necessity and Convenience.

Advantage(s)

Declaring the project a Public Use, Necessity and Convenience will enable the City to utilize multiple processes to successfully acquire the right-of-way and advance the project to construction by the mandated August 2019 time frame. The City will continue to negotiate in good faith with each property owner but will simultaneously acquire "Possession and Use" of the two right of way areas, which will enable the City to obligate construction grant funding.

Disadvantage(s)

There are no known disadvantages to the proposed action. If the City cannot acquire the remaining two areas of right-of-way and obligate construction grant funding by August 2019, the City will forfeit said grant funds.

Budget Impact

Implementation of this action will have no budget impact, provided the City is able to successfully obtain Possession & Use of the right-of-way areas and advance the project to construction by the required deadline. If we do not meet the deadline, the City will forfeit the construction grant funds. In addition, if we are forced to complete the full condemnation process with either or both of the parcel owners, additional legal expenses are anticipated.

Prior Council Review

Council met with staff in Executive Session on April 8, 2019 to review this matter and passed the ordinance on first reading on May 6, 2019..

Action Requested

On May 13, 2019, subject to second reading and public hearing, approve the ordinance.

Ryan Lopossa, Streets and Transportation Manager, 487-7706

ATTACHMENTS:

- ▣ Exhibit A
- ▣ Exhibit B-1
- ▣ Exhibit B-2
- ▣ Exhibit B-3

- ▣ Exhibit B-4
- ▣ Exhibit C-1
- ▣ Exhibit C-2
- ▣ Exhibit C-3
- ▣ Ordinance

Exhibit A

Property Tax Lot Number	Name of Owner & Address of Parcel	Right of Way Area Needed
110291028	Deri S. Cartier Bennett, Trustee Gloria Denning, Trustee 104 SE 107 th Avenue	502 Square Feet Fee 668 Square Feet Temporary Construction Easement
110291030	United Merchant Corporation 10605 SE Mill Plain Boulevard	750 Square Feet Fee 825 Square Feet Temporary Construction Easement

Project # 071223

Legal Description
Right-of-Way Acquisition
Tax Lot 110291028 - Deri S. Cartier Bennett Revocable Trust

A tract of land lying in Lot 1, Block 2 of "Mill Plain Terrain", recorded in Subdivisions, Book F, Page 97, records of Clark County, in the NE Quarter of Section 33, Township 2 North, Range 2 East, Willamette Meridian lying in Clark County, Washington, said tract being more particularly described as lying northerly of the following described line:

All that portion of said Lot 1 lying northerly of a line drawn 55.00 feet southerly of, when measured at right angles or radial to, the centerline of SE Mill Plain Boulevard as shown on Right-of-Way plans for City of Vancouver Project 071223.

Contains 502 square feet more or less.

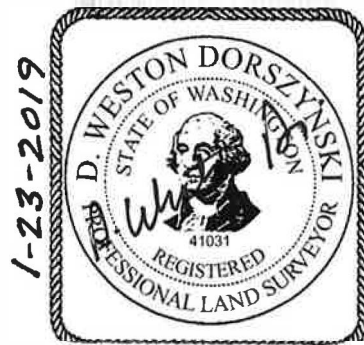


Exhibit B-2

Project # 071223

Legal Description
Temporary Construction Easement
Tax Lot 110291028 - Deri S. Cartier Bennett Revocable Trust

A tract of land lying in Lot 1, Block 2 of "Mill Plain Terrain", recorded in Subdivisions, Book F, Page 97, in the NE Quarter of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian in Clark County, Washington, being more particularly described as follows:

Beginning at a point on the West line of said Lot 1 and the present South right-of-way line of SE Mill Plain Boulevard lying 55.00 feet right of Engineer's Station 22+24.55 of SE Mill Plain Boulevard centerline alignment as shown on Right-of-Way plans for City of Vancouver Project 071223, plan approval dated 6-19-2015, revised Limited Access Area 5-3-2017;

Thence easterly, along said right-of-way line, to a point on the East line of said Lot 1 lying 55.00 feet right of Engineer's Station 22+79.76 of said alignment;

Thence southeasterly, along the Northeast line of said Lot 1, to a point lying 66.00 feet right of Engineer's Station 22+90.77 of said alignment;

Thence westerly, to a point on the West line of said Lot 1, lying 66.00 feet right of Engineer's Station 22+24.55 of said alignment;

Thence northerly, along the West line of said Lot 1, to the Point of Beginning.

Contains 668 square feet more or less.

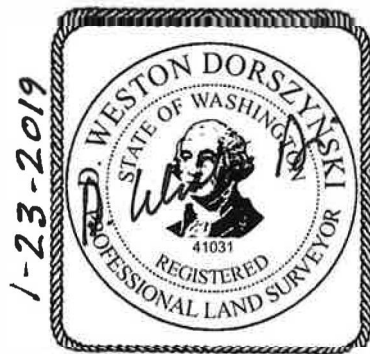


Exhibit B-3

Project # 071223

Legal Description
Right-of-Way Acquisition
Tax Lot 110291030 - United Merchant Corporation

A tract of land lying in Lot 2, Block 2 of "Mill Plain Terrain", recorded in Subdivisions, Book F, Page 97, in the NE Quarter of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian in Clark County, Washington, said tract being more particularly described as lying northerly of the following described line:

All that portion of said Lot 2 lying northerly of a line drawn 55.00 feet southerly of, when measured at right angles or radial, to, the centerline of SE Mill Plain Boulevard as shown on Right-of-Way plans for the City of Vancouver Project 071223, plan approval dated 6-19-2015, revised Limited Access Area 5-3-2017.

Contains 750 square feet more or less.

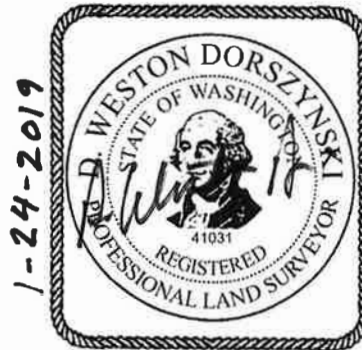


Exhibit B-4

Project # 071223

Legal Description Temporary Construction Easement Tax Lot 110291030 - United Merchant Corporation

A tract of land lying in Lot 2, Block 2 of "Mill Plain Terrain", recorded in Subdivisions, Book F, Page 97, in the NE Quarter of Section 33, Township 2 North, Range 2 East, of the Willamette Meridian in Clark County, Washington, being more particularly described as follows:

Beginning at a point on the West line of said Lot 2 and the present South right-of-way line of SE Mill Plain Boulevard lying 55.00 feet right of Engineer's Station 21+49.55 of SE Mill Plain Boulevard centerline alignment as shown on Right-of-Way plans for City of Vancouver Project 071223, plan approval dated 6-19-2015, revised Limited Access Area 5-3-2017;

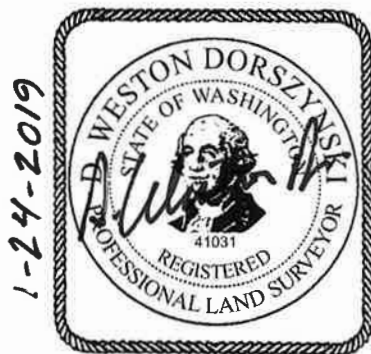
Thence easterly, along said right-of-way line, to a point on the East line of said Lot 2 lying 55.00 feet right of Engineer's Station 22+24.55 of said alignment;

Thence southerly, along the East line of said Lot 2, to a point lying 66.00 feet right of Engineer's Station 22+24.55 of said alignment;

Thence westerly to a point on the West line of said Lot 2 lying 66.00 feet right of Engineer's Station 21+49.55 of said alignment;

Thence northerly, along the West line of said Lot 2, to the Point of Beginning.

Contains 825 square feet more or less.



FEDERAL AGREEMENT NUMBER: <u>LA-7861</u>	FEDERAL CONTRACT NUMBER: <u>TX-XXXX</u>	FEDERAL AID NUMBER: <u>HSIP-4242(025)</u>
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TOTAL PROPERTY ACQUISITIONS						
ACQUISITION PARCEL NO.	TAXLOT PARCEL NO.	OWNER	*TOTAL AREA SQ. FT	RIGHT OF WAY DEED SQ. FT	REMAINDER SQ. FT	TEMPORARY CONSTRUCTION EASEMENT (TCE) SQ. FT.
1	110291028	DERI BENNETT	8,108	502	7,606	661
2	110291030	UNITED MERCHANT CORP.	8,532	750	7,782	822
3	110291032	MAKHAN & KAMALDIP UPPAL	8,532	750	7,782	822
4	110291034	NOLSEN ENTERPRISES LLC	8,531	750	7,781	822
5	110291036	NOLSEN ENTERPRISES LLC	8,142	250	7,892	707
13	165666001	BARRIS CORP.	67,967	374	67,593	599

* BASED ON CITY OF VANCOUVER SURVEY

LEGEND

	PROPOSED RIGHT-OF-WAY CENTERLINE
	PROPOSED RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	SHEET DELINEATION
	BOUNDARY INDICATOR FOR PROPERTY ACQUISITION
	ACQUISITION PARCEL NUMBER
	RIGHT OF WAY DEED
	TEMPORARY CONSTRUCTION EASEMENT (TCE)
	UTILITY EASEMENT
	LIMITED ACCESS LINE

**CALL
2 BUSINESS DAYS
BEFORE YOU DIG
1-800-424-5555
"It's the Law"**



CLARK COUNTY UTILITIES COORDINATING COUNCIL



**PUBLIC WORKS
TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA
98568-1995
360-487-7750
FAX: 360-487-4781**

[illegible]

**WILL PLAIN BLVD
H AVENUE TO SE CHKALOV DRIVE
RIGHT-OF-WAY PLANS
SE MILL PLAIN BLVD**

SE 104T
F

PROJECT NUMBER	071223
TASK NUMBER	08.00.00
RW02	
SHEET	2 OF 3

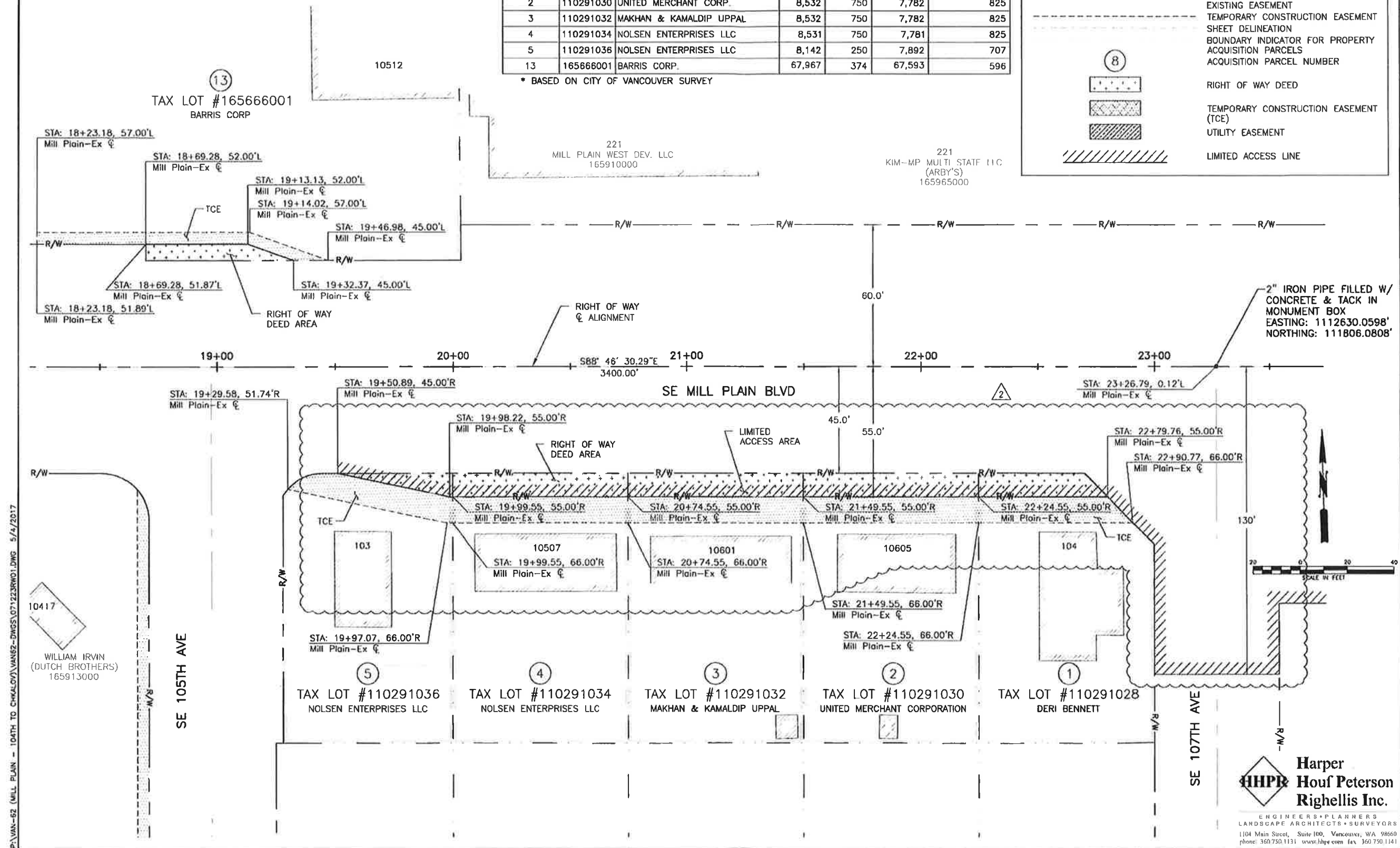
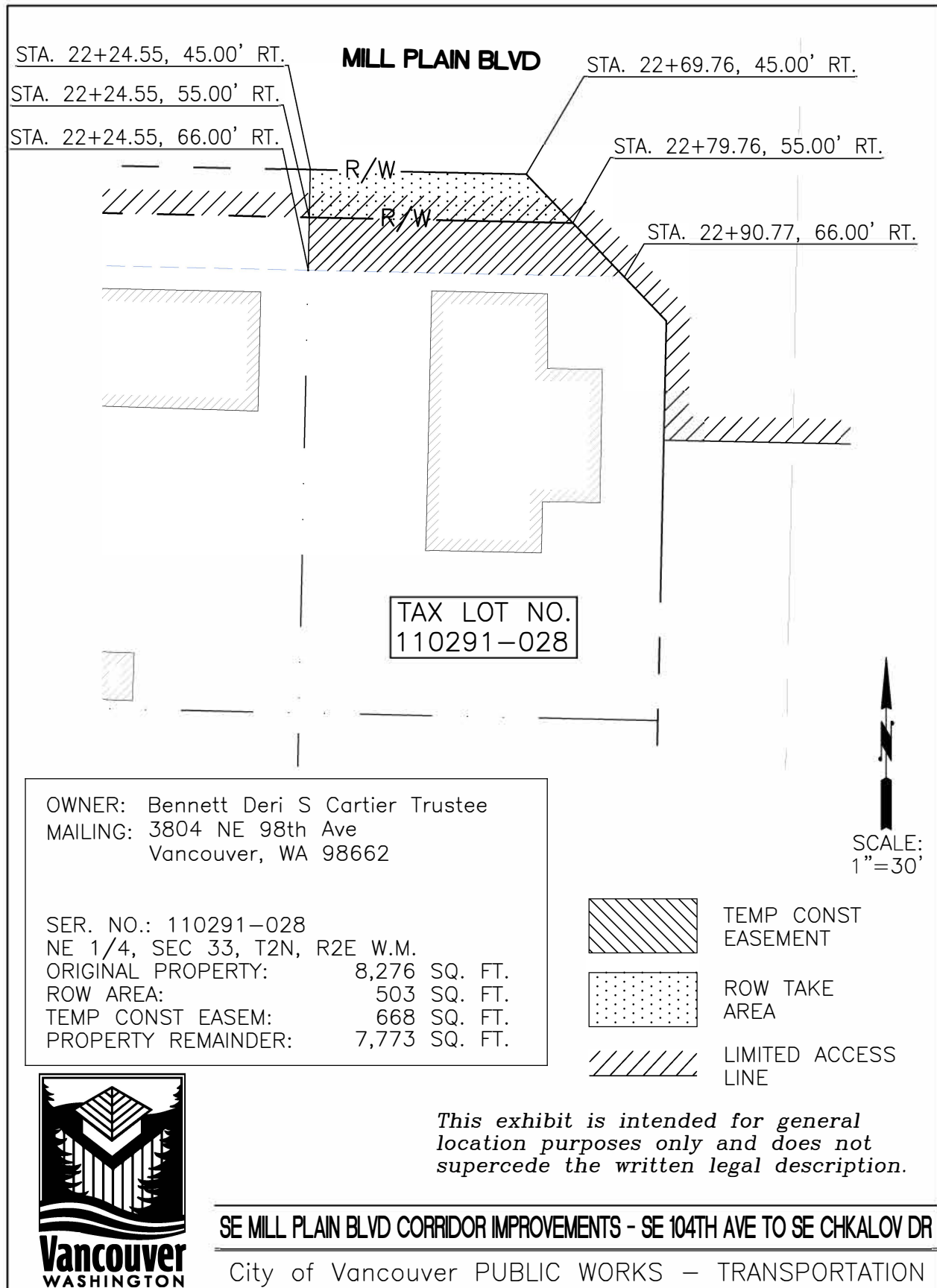
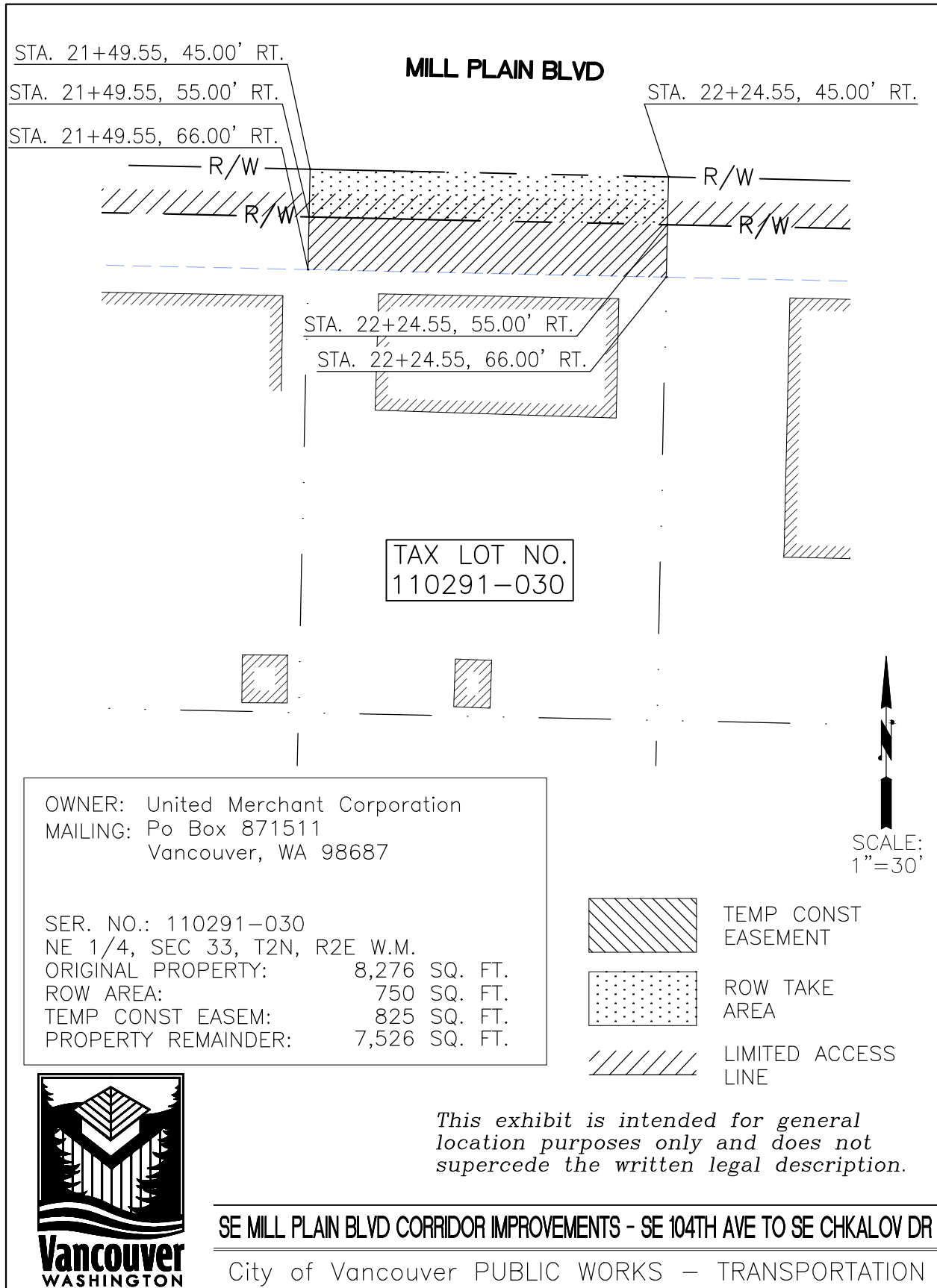


Exhibit C-2



EXHIBITS.DWG 2/5/2019

Exhibit C-3



EXHIBITS.DWG 2/5/2019

05/06/19

05/13/19

ORDINANCE NO. M-4267

AN ORDINANCE relating to transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property described herein located along S.E. Mill Plain Blvd. between SE 105th Ave and SE 107th Ave, to construct street improvements and related facilities within the City of Vancouver, Washington; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment for such property; and providing for an immediate effective date.

WHEREAS, the City of Vancouver Public Works Department has developed right-of way plans which indicate the portions of parcels which are necessary to be acquired for the S.E. Mill Plain Blvd. (104th Ave to Chkalov Drive) Transportation Improvement project; and

WHEREAS, the City has negotiated in good faith as to the amount of compensation due to the property owners and has based its offer price on a licensed appraiser; and

WHEREAS, notice has been provided to the property owners of the City's intent to commence eminent domain proceedings as required by law; and

WHEREAS, negotiations have not yet resulted in an agreement between the parties; and

WHEREAS, the City Council is exercising its independent discretion to proceed with an eminent domain case to establish the right to take such property for a public purpose and to settle the amount of compensation, if any, owing to the property owners; and

NOW, THEREFORE,

ORDINANCE - 1

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. FINDINGS

A. As discussed and described in SR 060-19, the City Council finds that the public use, necessity and convenience now require the acquisition of right-of-way and easements of certain portions of parcels of real property located within and adjacent to the right-of-way of S.E. Mill Plain Blvd., between SE 105th Ave and SE 107th Ave, for the construction of transportation improvements and related facilities (“Project”).

B. The property (“Subject Property”) to be taken pursuant to this Ordinance includes the fee interest in portions of two parcels listed at Exhibit “A”, as well as certain temporary easement interest. The Subject Property to be taken for the Project is specifically described in the attached Exhibits “B-1,” “B-2,” “B-3,” and “B-4” and depicted on the maps attached at Exhibits “C-1,” “C-2” and “C-3.”

C. The City of Vancouver, by and through its Public Works Department, has actively worked in good faith to acquire the Subject Property by negotiated sale.

D. Honest differences of opinion exist between the City of Vancouver and the owners of the Subject Property.

E. The City of Vancouver’s Public Works Department has a Six Year Transportation Improvement Program, which indicates that the Subject Property is necessary in the public interest and convenience to be acquired for the improvement of S.E. Mill Plain Blvd., between SE 105th Ave and SE 107th Ave.

E. Due to the public need to widen the street to accommodate present growth, development and traffic needs, the public necessity and convenience requires the City to initiate

ORDINANCE - 2

the acquisition of the Subject Property by exercise of the power of eminent domain

G. The Subject Property acquired by negotiated sale or by eminent domain proceedings authorized by this Ordinance are within the city limits of the City of Vancouver, Clark County, Washington and are necessary for the Project.

Section 2. The Subject Property to be acquired by eminent domain proceedings, shall be acquired only after just compensation has been made or paid into the Clark County Superior Court registry or special account for the benefit of the owner or owners in a manner provided by law.

Section 3. All just compensation, fees, and costs associated with the acquisition by eminent domain proceedings of the Subject Property, shall be paid from the S.E. Mill Plain Blvd. (104th Ave to Chkalov Drive) Road Project fund, and if this fund were insufficient, from the City's general fund or other funds then available for such purposes.

Section 4. The City Attorney is hereby authorized to begin and prosecute the actions and proceedings in the manner provided by law to condemn, take, damage and appropriate all lands and other properties as necessary to carry out the provisions of this Ordinance. The City Attorney is also authorized to enter into stipulations for the purpose of minimizing damages, including all stipulations authorized by Chapter 8.25 RCW.

Section 5. As discussed in Staff Report 060-19, and the findings of this Ordinance, there is an immediate need to initiate eminent domain proceedings to acquire the Subject Property to accommodate the Project; an emergency is hereby declared; and this Ordinance shall go into effect immediately upon final passage.

Read first time: May 6, 2019

Ayes: Paulsen, Lebowsky, Stober, Turlay, Hansen, Mayor McEnery-Ogle

Nays: None

Absent: Glover

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this 13th day of May, 2019.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE - 4

ORDINANCE NO. _____

AN ORDINANCE relating to transportation and streets and sidewalks; declaring the public necessity for and providing for the acquisition by the City of Vancouver by eminent domain of certain property described herein located along S.E. Mill Plain Blvd. between SE 105th Ave and SE 107th Ave, to construct street improvements and related facilities within the City of Vancouver, Washington; authorizing the City Attorney to prosecute eminent domain proceedings and to stipulate in mitigation of damages; providing for payment for such property; and providing for an immediate effective date.

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