DRA/CCRA 2018 Annual Reports

March 4, 2019
Vancouver City Council Workshop

Richard Keller, DRA/CCRA President
Paul Lewis, DRA Executive Director
Chad Eiken, CCRA Executive Director

CITY OF Vancouver WASHINGTON

Presentation Overview

- Downtown Redevelopment Authority Annual Report 2018

- City Center Redevelopment Authority Annual Report 2018

Downtown Redevelopment Authority (DRA)

- Public agency created by City Council in 1997
- Seven-member Board appointed by Council oversees the Vancouver Hilton Hotel & Convention Center project
- DRA is the owner of the project which is managed by Hilton Hotels Corporation on a fixed-fee basis
- City financial support includes Vancouver PFD sales tax credit and Vancouver lodging tax (first 2%)
- Facility has 226 rooms, business center, restaurant, fitness center with pool, and 30,000 square feet of meeting space

DRA Board of Directors

- Richard Keller, President
- David Copenhaver: Cascadia Development
- Deborah Ewing: Eric Fuller & Associates
- Marc Fazio: Naito Corporation
- Brad Hutton: Retired, formerly with Hilton Hotels
- Jack Onder: Onder Development Co.
- Jan Robertson: Norris, Beggs & Simpson LLC

DRA Financial Highlights

- Total operating revenues in 2018 were $18.10 million compared to approximately $18.14 million in 2017
- Gross operating profit was $5.6 million in 2018 compared to about $6.1 million in 2017 and $5.4 million in 2016
- Bond debt service of $4.2 million paid on time in 2018
- Outstanding long-term debt was reduced to $63.3 million
- Capital investments in the facility totaled approximately $1.3 million including completion of the renovation of Grays
- Set aside $1.4 million for major refurbishment in 2021-23

DRA Operating Highlights

- More than 1,510 groups and 138,500 event attendees
- Customer satisfaction and loyalty ratings in the top five percent of hotels within the Hilton brand
- Support for 5 local non-profit events valued at ~$7,000
- An estimated $577,000 or 61% of $950,000 in supplies and services expenses spent in Vancouver/Clark County
- Over $1.2 million in sales tax, $360,000 in City lodging taxes and an estimated $125,000 to Visit Vancouver USA
- Joint Hilton/VPD security review completed.

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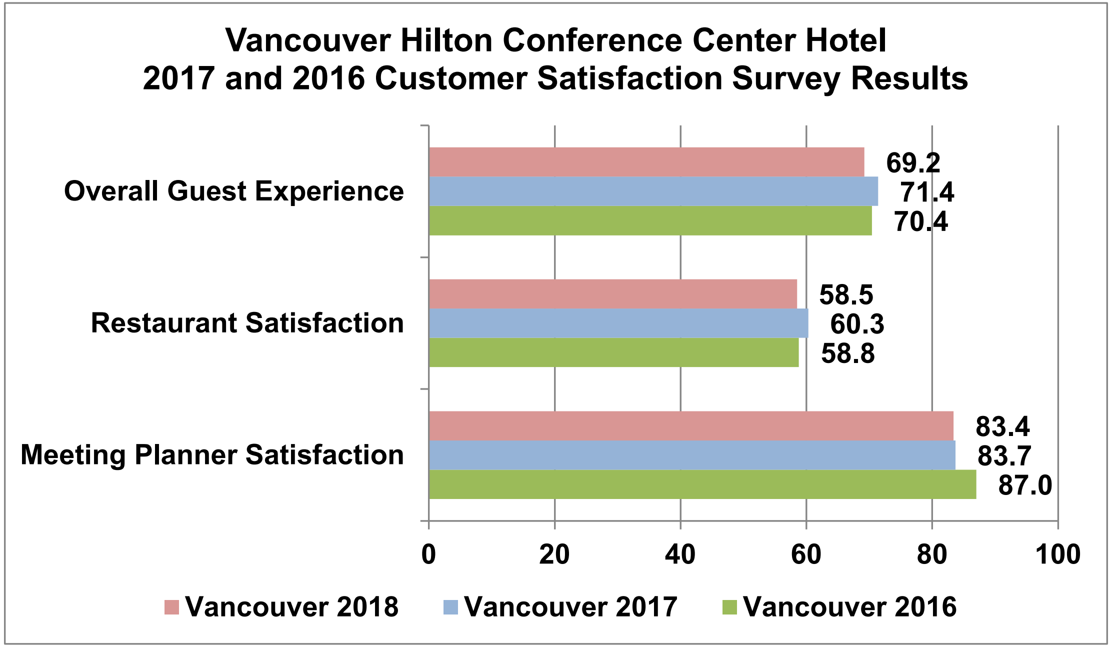
DRA Operating Highlights

- Scores in all three areas well above Hilton averages
- 2018 scores impacted by Grays renovation
- Overall Guest Experience scoring rubric changed in 2018



DRA Operating Highlights

The Year Ahead: DRA Work Plan

- Continue to monitor financial performance
- Finalize a plan to fund future capital needs including a major renovation likely to occur in 2021-2023
- Plan for customer parking in response to fourth tower at Vancouvercenter and pending City property master plan
- Monitor the status of planned hotel projects in and around downtown, in Clark County and in greater metro area
- Review Grays performance after first full year of operation
- Review/revise investment practices

City Center Redevelopment Authority (CCRA)

- Public agency established in 2006 to assume duties from DRA not related to the Hilton/Convention Center oversight
- Seven-member Board appointed by Council has broad authority, including ability to purchase and manage property, secure financing, issue bonds, etc.
- Primary duty is to assist City in redevelopment of the downtown, and provide oversight of VCCV and Waterfront Plan implementation and advice on city investments and D.A.'s, tax abatements etc.

CCRA Board of Directors

- Richard Keller, President
- Jack Onder: Onder Development Co.
- Marc Fazio, Naito Corporation
- Deborah Ewing: Eric Fuller & Associates
- David Copenhaver: Cascadia Development
- Brad Hutton: Retired, formerly with Hilton Hotels
- Richard "Dick" Krippaehne, PacTrust

CCRA Activities - 2018

- Three issues dominated CCRA agendas this past year: 1) adoption of revisions to CCRA charter/bylaws; 2) revisiting City's policy regarding participation in parking structures; and 3) design review of key projects (e.g. Academy Apartments, 4th Tower at Vancouvercenter).
- Other activities included:

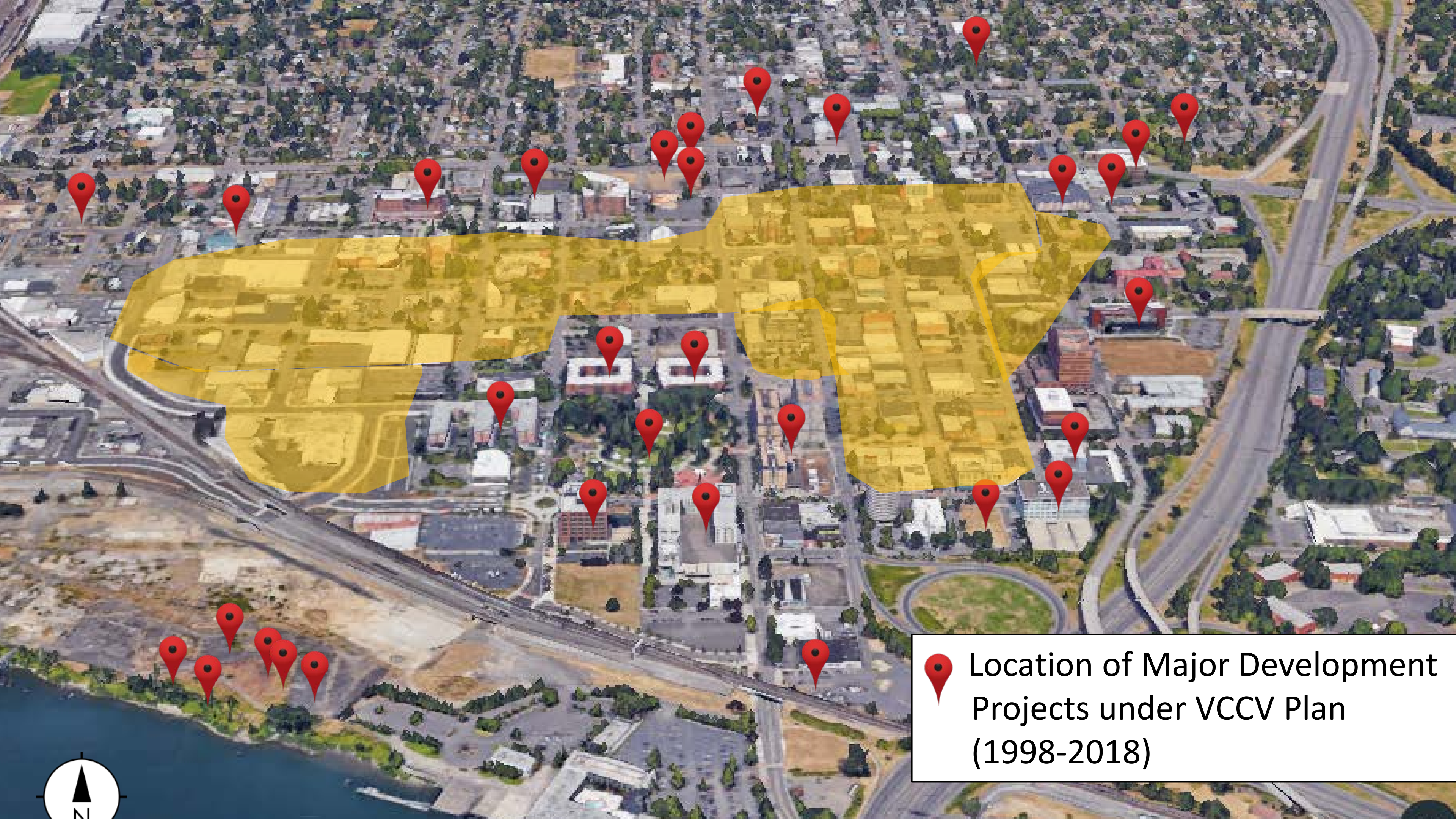
➢ Development agreement review	1
➢ Multi-family tax abatement requests	3
➢ Project review/oversight	4
➢ Staff and consultant presentations	16
➢ Staff updates on development activity	10

Key Projects Reviewed - 2018

Vancouvercenter Fourth Tower
110 units; restaurant

The Academy
(Aegis Apartments)
140 units; retail

Location of Major Development Projects under VCCV Plan (1998-2018)
N


Location of Major Development Projects under VCCV Plan (1998-2018)
N


Waterfront Development: 2019
Buildings completed or under construction
Waterfront Park - completed
Interim Parking Lots
Blocks in Process (Pre-app Stage)
14
10
20
7
11
5
8
12
3
6
9
4
POV
N

Feb. 2018: Waterfront Construction

City of Vancouver Washington

Feb. 2019: Waterfront Construction

DRA/CCRA Annual Report

The Year Ahead: CCRA Work Plan

- Continue to provide oversight to Waterfront Project implementation and Port’s Master Plan
- Review Block 10 Proposal and terms of D.D.A.
- Monitor effectiveness of multi-family tax abatement program and Opportunity Zones
- Oversee master plan and future development and disposition of city-owned properties near City Hall: “Waterfront Gateway Master Plan”


CCRA Work Plan - 2019
Block 10 DDA
& Design Review
Waterfront Gateway Master Plan
Waterfront Projects
Design Review
Terminal One
Master Plan

CCRA Work Plan - 2019

Other Projects:

- *Input on Parking Strategy*
- *Review of MFTE Program*
- *Monitor Opportunity Zone Effectiveness*

Questions and Discussion

- Richard Keller, DRA and CCRA President
- Paul Lewis, DRA Executive Director
- Chad Eiken, CCRA Executive Director

CITY OF Vancouver WASHINGTON

TO: Mayor McEnerny-Ogle and the Vancouver City Council
Eric Holmes, Vancouver City Manager

FROM: Richard Keller, President
Downtown Redevelopment Authority (DRA) Board

DATE: February 21, 2019

SUBJECT: DRA 2018 Annual Report to City Council

I am pleased to submit this report to City Council which summarizes the work of the DRA Board this past year. As a reminder to Council, the DRA owns the Hilton Conference Center Hotel and the DRA Board oversees the management of the property and the requirements related to its financing. DRA Board members serve through appointment by the Mayor and City Council.

The DRA's bylaws as codified in Vancouver Municipal Code require the DRA to submit an annual report to City Council. A summary of significant accomplishments in 2018 and activities planned for 2019 are provided below. DRA unaudited December 31, 2018 financial report and the DRA's 2019 budget are included as attachments.

Downtown Redevelopment Authority Activities: 2018

The Vancouver Conference Center Hotel and the DRA had a successful 2018, the 13th full year of operations. Here are a few of the notable highlights from last year.

Financial Highlights

- Total operating revenues in 2018 were $18.10 million and just slightly below the $18.14 million in 2017. Group room nights were down approximately 15% in 2018 compared to record 2017 levels due to expected cyclical trends. Revenue performance was especially good considering that an airline crew that the hotel had served for the past several years relocated to be closer to downtown Portland when its contract expired in the spring.
- Gross operating profit was $5.6 million compared to about $6.1 million in 2017. The year over year decline is primarily related to the lower group business which contributes to lower catering revenue and the impact of a one-time multi-year worker's compensation expense refund received in 2017.
- Bond debt service payments of $4.2 million were paid on time in 2018.
- Outstanding long-term debt declined by $2.9 million from $66.7 million to $63.3 million. Clark County Public Facilities District debt declined $1.2 million to $6.6 million.
- Capital investments in the facility totaled just under $1.3 million including completion of the Grays renovation and renovation of the team member restaurant and garage elevator landing.
- Contributed approximately $1.4 million to reserves earmarked for the major renovation planned for 2021-2023.

- Hilton entered into a collective bargaining agreement with its union employees that calls for starting wages to be $1.50 higher than the increased Washington State minimum wage by 2021.

Operating Highlights

- The Conference Center hosted over 1,500 groups with more than 127,000 people attending events. Groups accounted for 21,781 room nights at the hotel during the year or roughly 35 percent of total room nights.
- Total hotel occupancy for 2018 was 75.7 percent compared to 76.1 percent in 2017 and compared to 74.5 percent for peer hotels in the area.
- The renovation of Grays was completed on budget in the 1Q 2018 and the new outdoor patio opened in August. Despite being completed roughly six weeks later than planned total Grays revenue in 2018 came in just 2 percent under the original budget estimate. The expanded and light filled bar area has been particularly popular.
- In 2018, the facility earned an overall guest satisfaction and experience score of 69.2 which ranked 45th out of 290 Hilton hotels (16th percentile). Guest satisfaction scoring was slightly revised in 2018 and is not directly comparable to prior years. Guest surveys reflected the disruption caused by the Grays renovation which impacted the lobby, bar and restaurant.
- The Conference Center hosted five Vancouver-based/focused non-profit events providing the non-profit organizations a discount on services valued at approximately $7,000.
- The Vancouver Conference Center Hotel employs 190 people, of which about 90 percent live in the Vancouver/Clark County area. Total 2018 wages and benefits were about $7.2 million.
- Operating costs included approximately $950,000 spent with vendors within Washington State. Of that amount, $577,000 or 61 percent was spent within Vancouver and the broader Clark County area.
- The Vancouver Conference Center Hotel remitted just under $1.3 million in sales taxes, over $390,000 in lodging taxes (all returned to Vancouver) and paid approximately $125,000 to Visit Vancouver USA, the local non-profit tourism promotion organization.
- Security staff from Hilton's corporate office collaborated with Vancouver Police Department SWAT personnel to complete a security review of the hotel. The hotel implemented several of the recommendations in late 2018 and others will be implemented in 2019.
- DRA staff compiled detailed procedures to help the DRA respond to the many accounting, compliance and reporting requirements associated with the bond financing and inter-agency agreements.
- Hilton and the DRA entered into an amendment to the project operating agreement to clarify certain tax liability, lower management fees and extend the agreement through 2038.

The Vancouver Conference Center Hotel had a successful 2018 working through the challenge of a seasonal reduction of group business, the loss of the airline crew and the Grays renovation. Much of the success is attributable to the hard work by the project's management team led by Mike McLeod, Hilton Vancouver General Manager. Mike and his team, assisted by Tom Morone and Art Burger representing the DRA's Asset Manager, responded to the challenges the market presented in 2018 and achieved financial results just shy of original goals. In addition, the team delivered the Grays renovation on budget and continued to earn high marks from customers. We acknowledge and appreciate their work on behalf of the DRA and the community.

Downtown Redevelopment Authority Work Plan Highlights: 2019

The DRA Board reviewed its 2019 work plan at its January meeting. Issues that the Board will be focused on this year include:

- Monitoring the facility's 2019 financial performance. The 2019 budget forecasts revenues and gross profit to be higher than last year thanks to a rebound in group bookings and continued strong performance from non-group bookings.
- Finalizing a plan to fund future capital needs including a major renovation likely to occur in the 2021-2023 time frame.
- Participating in the master planning process for City owned property in downtown Vancouver and working to secure adequate parking for the Conference Center Hotel in the long term.
- Monitoring the status of new hotel developments on the Vancouver Waterfront, in downtown and elsewhere in the market.
- Reviewing the DRA's investment practices to ensure investment earnings on reserves are appropriate given the DRA's need to have access to funds, low-risk investment objective and bond covenants.
- Assessing Grays performance relative to the expectations identified prior to investing in the 2017-2018 renovation.
- Completing various other projects that help ensure the continued success of the facility.

On behalf of the entire DRA Board, I thank you for your support and the opportunity you have given us to serve the citizens of the City of Vancouver. Please do not hesitate to contact me or any of the board members if you would like to receive additional information about our activities or our work with the Vancouver Conference Center Hotel.

2018 DRA Board of Directors
Richard Keller, President
David Copenhaver, Director
Debi Ewing, Director
Mark Fazio, Director and Board Secretary/Treasurer
Brad Hutton, Director
Jack Onder, Director
Jan Robertson, Director

Attachments: December 31, 2018 Financial Report and 2019 Budget

Downtown Redevelopment Authority
Narrative Overview of the December 31, 2018
Financial Statements

STATEMENT OF NET POSITION

- The cash with fiscal agent has surpassed the 2017 year-end balance by $1.5 million. This is a result of strong operations and tax collections, offset of course by purchases of capital items and repayment of debt. In December, alone, the cash accounts have increased by more than $700,000.

- The debt to the Clark County PFD totals $6,645,513. The liability reflects a decrease since December 2017 due to payments to Clark County PFD for tax revenues above the CAP. Additionally, this debt will be reduced further by the waterfall payment that will be made before the end of January 2019.

STATEMENT OF REVENUES EXPENSES AND CHANGES IN NET POSITION

- Hotel revenues through year-end 2018 continue to be slightly off pace compared to 2017. The original revenue budget for December anticipated just less than $1.3 million with actuals materializing at just over $1.3 million. Closing the year, revenues are short of budget by $461,000.

- There is Operating Income of $2.3 million for 2018 compared to operating income of $3.3 million for 2017. This is a result of both revenue shortfalls as well as higher operating expenses, including depreciation expense. Depreciation expense is approximately $600,000 higher in 2018 specifically due to a reassessment of useful lives of assets, primarily the rooms and conference remodel from 2016, which was reassigned a 10-year life versus 40.

- Hotel profit for the month of December 2018 was $320,905 compared to a budget of $199,666. Approximately $110,000 of this relates to the terms of the management agreement amendment signed in December.

STATEMENT OF CASH FLOWS

- Overall cash reflects an increase of approximately $1.5 million compared to year end.
    - Notable sources of cash for the year-ending December 2018 included $5.3 million from operations and $4.1 million in tax receipts from other governments.
    - Notable uses of cash included $2.5 million in payments to other governments, debt service payments of $3.7 million and $1.5 million in capital expenditures.

TAX REVENUE COLLECTIONS

- Through December 31, 2018 tax revenue collections are at 164% of the Tax Cap compared to 156% for the same period in the prior year. To date, $1,588,433 above the 2018 CAP has been returned to the Clark County PFD.

- Through the December 2018, receipts of City Lodging Tax, City PFD Sales Tax Credit and County PFD Sales Tax Credit ended the year up 3%, 8.4%, and 11.4%, respectively, compared to the same period last year.

FLOW OF FUNDS

- The debt service payments for the Project Revenue and the Tax Revenue Bonds in the amount of $2,925,756 was paid on January 2, 2019.

- The Trustee has received instruction for the excess amount in the debt service funds of approximately $3.6 million. The details on the allocation are shown in the Bank Balance Report.

- The bottom "waterfall balance" totaled $2,791,409, of which is split 50/50 between the Authority Revenue Fund and the Clark County PFD fund with a minor adjustment for the excess DRA administrative expenses in 2017.

Downtown Redevelopment Authority
(A Component Unit of the City of Vancouver)
Statement of Net Position
Substantially all Disclosures Required by GAAP are omitted.
As of December 31, 2018 and December 31, 2017

	12/31/2018	12/31/2017	Change from Prior Year End	% Change
ASSETS				
Current assets				
Cash and cash equivalents	89,758	96,916	(7,158)	(7.4%)
Restricted cash with fiscal/escrow agent	15,019,887	13,480,989	1,538,898	11.4%
Receivables (net)				
Taxes	642,823	973,440	(330,617)	(34.0%)
Accounts	226,164	515,408	(289,244)	(56.1%)
Interest	24,782	11,167	13,615	121.9%
Inventory	39,203	35,166	4,037	11.5%
Prepaid expenses	173,467	165,976	7,491	4.5%
Total current assets	16,216,084	15,279,062	937,022	6.1%
Noncurrent assets				
Capital assets				
Buildings and equipment	61,041,306	59,789,605	1,251,701	2.1%
Accumulated depreciation	(22,561,507)	(19,633,473)	(2,928,034)	14.9%
Total noncurrent assets	38,479,799	40,156,132	(1,676,333)	(4.2%)
TOTAL ASSETS	54,695,883	55,435,194	(739,311)	(1.3%)
DEFERRED OUTFLOWS OF RESOURCES				
Unamortized deferred amount on refunding	1,043,134	1,112,676	(69,542)	(6.2%)
LIABILITIES				
Current liabilities				
Accounts payable	244,636	441,567	(196,931)	(44.6%)
Accrued interest payable	1,240,756	1,267,656	(26,900)	(2.1%)
Accrued liabilities	1,281,515	958,813	322,702	33.7%
Unearned revenue	617,787	360,347	257,440	71.4%
Bonds, notes and leases payable	1,685,000	1,220,000	465,000	38.1%
Total current liabilities	5,069,694	4,248,383	821,311	19.3%
Noncurrent liabilities				
Other long-term payables	485,158	592,971	(107,813)	(18.2%)
Bonds, notes and leases payable from restricted assets	56,218,577	57,932,881	(1,714,304)	(3.0%)
Due to other governments	6,645,513	7,897,878	(1,252,365)	(15.9%)
Total noncurrent liabilities	63,349,248	66,423,730	(3,074,482)	(0.3%)
TOTAL LIABILITIES	68,418,942	70,672,113	(2,253,171)	(3.2%)
NET POSITION				
Net investment in capital assets	(18,380,644)	(17,884,073)	(496,571)	2.8%
Restricted for capital purposes	-	444,106	(444,106)	(100.0%)
Restricted for debt service	6,544,856	4,354,064	2,190,792	50.3%
Unrestricted	(844,137)	(1,038,340)	194,203	(18.7%)
TOTAL NET POSITION	(12,679,925)	(14,124,243)	1,444,318	(10.2%)

Downtown Redevelopment Authority

(A Component Unit of the City of Vancouver)

Statement of Revenues Expenses and Changes in Net Position

Substantially all Disclosures Required by GAAP are omitted.

For the year ended December 31, 2018 and 2017

	Actuals				Budget		
	Year ended December 31, 2018	Year ended December 31, 2017	$ Change	% Change	YTD Budget	Variance to Budget Favorable/ (Unfavorable)	%
OPERATING REVENUES							
Charges for services	18,056,956	18,139,871	(82,915)	-0.5%	18,517,593	(460,637)	-2.5%
Miscellaneous	39,386	-	39,386		-	39,386	
Total operating revenues	18,096,342	18,139,871	(43,529)	-0.2%	18,517,593	(421,251)	-2.5%
OPERATING EXPENSES							
Supplies and contractual services	13,463,534	13,089,251	374,283	2.9%	13,660,304	196,770	1.4%
Depreciation	2,319,364	1,710,716	608,648	35.6%	1,800,000	(519,364)	-28.9%
Total operating expenses	15,782,898	14,799,967	982,931	6.6%	15,460,304	(322,594)	-2.1%
Operating income (loss)	2,313,444	3,339,904	(1,026,460)		3,057,289	(743,845)	
NONOPERATING REVENUES (EXPENSES)							
Interest earnings	201,962	75,871	126,091	166.2%	10,000	191,962	1919.6%
Intergovernmental contributions	2,763,629	2,660,634	102,995	3.9%	2,483,000	280,629	11.3%
Intergovernmental payments	(250,789)	(242,506)	(8,283)	-3.4%	(315,906)	65,117	20.6%
Interest and fiscal charges	(2,917,139)	(3,015,275)	98,136	3.3%	(2,932,462)	15,323	0.5%
Total nonoperating revenues (expenses)	(202,337)	(521,276)	318,939	61.2%	(755,368)	553,031	73.2%
SPECIAL ITEMS							
Gain on extinguishment of Debt	107,813	107,813	-		-	107,813	
Claims Settlement	13,993	31,146	(17,153)		-	13,993	
Total special items	121,806	138,959	(17,153)		-	121,806	
Change in net position	2,232,913	2,957,587	(724,674)	24.5%	2,301,921	(69,008)	3.0%
TOTAL NET ASSETS - BEGINNING	(14,124,243)	(17,081,829)	2,957,586	17.3%			
Prior Period Adjustment	(788,595)	-	(788,595)				
TOTAL NET ASSETS - ENDING	(12,679,925)	(14,124,243)	2,232,913	15.8%			

Teresa D Johnson, CPA, Inc did not perform an audit, review or compilation engagement on these financial statements, and no assurance is provided on them.

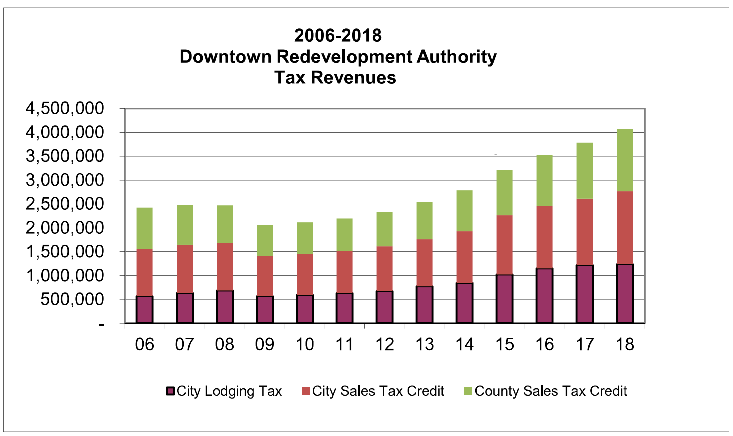
Downtown Redevelopment Authority
(A Component Unit of the City of Vancouver)
Statement of Cash Flows
Substantially all Disclosures Required by GAAP are omitted.
For the year ended December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from operating activities	$	18,571,714
Cash payments for goods and services		(13,197,935)
Net cash provided (used) by operating activities		5,373,779
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES		
Receipts from other governments		4,071,433
Payments to other governments		(2,875,728)
Net cash provided (used) by noncapital financing activities		1,195,705
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal paid on capital debt		(1,220,000)
Interest paid on capital debt		(2,508,413)
Purchase of capital assets		(1,511,672)
Net cash provided (used) by capital and related financing activities		(5,240,085)
CASH FLOWS FROM INVESTING ACTIVITIES		
Receipts of claims settlement		13,994
Receipt of interest		188,347
Net cash provided (used) by investing activities		202,341
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		1,531,740
CASH AND CASH EQUIVALENTS - BEGINNING		13,577,905
CASH AND CASH EQUIVALENTS - ENDING	**$**	15,109,645
Reconciliation of operating income (loss) to net cash used by operating activities:		
Net operating income (loss)	**$**	2,313,444
Adjustments to reconcile net operating income (loss) to net cash provided by operations:		
Depreciation expense		2,319,364
(Increase) Decrease in receivables		217,932
(Increase) Decrease in inventories		(4,037)
(Increase) Decrease in prepaid items		(7,491)
Increase (Decrease) in current payables		277,127
Increase (Decrease) in unearned revenue		257,440
Total adjustments		3,060,335
Net cash provided (used) by operating activities	$	5,373,779

Downtown Redevelopment Authority
Tax Revenue Collections sent to the Trustee
As of December 31, 2018

	City LT	City PFD STC	County PFD STC	2018 Totals	2017 Totals
January	103,015	123,797	107,199	334,011	293,033
February	82,996	114,933	100,166	298,095	271,350
March	65,423	152,658	123,253	341,334	319,161
April	73,938	112,192	96,893	283,023	242,690
May	87,979	106,458	86,162	280,599	252,778
June	82,291	135,126	108,216	325,633	321,190
July	104,999	115,695	101,916	322,610	298,610
August	100,941	126,516	112,391	339,847	314,736
September	138,849	141,181	117,324	397,354	390,208
October	136,469	130,597	118,205	385,271	350,350
November	132,922	149,418	117,634	399,974	376,524
December	139,680	105,558	118,445	363,682	353,318
2018 Totals	1,249,501	1,514,129	1,307,804	4,071,433	
2017 Totals	1,212,999	1,396,672	1,174,278		3,783,949
Change from Last Year	36,502	117,456	133,526		287,484

	2018	2017	2016
Tax Related Revenue Cap	2,483,000	2,420,000	2,358,000



Notes on recent events:

* Through the December 2018, receipts of City Lodging Tax, City PFD STC and County PFD STC are up 3.0%, 8.4%, and 11.4%, respectively, compared to the same period last year.

* As of December 2018 collections are at 164.0% of the CAP. The excess above the CAP totaling $1,588,433 has been remitted to the County PFD

Definitions:

Tax Related Revenue Cap: An aggregate amount of Total Tax Revenues for the 2018 calendar year available for debt service and operations of the Hotel and Convention Center Project.

ATTACHMENT A

Downtown Redevelopment Authority
2019 Operating Budget

		2019 Budget
	Revenues	
	Tax Revenues	$ 2,548,000
	Conference Center & Hotel Operations	$ 19,547,010
	Total Revenues	**$ 22,095,010**
	Operating Expenses	
	Conference Center & Hotel Operations	$ (13,212,862)
	Professional Services (Includes Management Fee)	$ (780,000)
	City Administrative Support, Exec. Director & Accounting	$ (93,715)
	Insurance, Taxes and Other Operating Expenses	$ (383,442)
A	**Total Operating Expenses**	**$ (14,470,019)**
	Other Income/(Expense)	
	Interest Earnings & Other	$ 190,000
B	County Interest Expense	$ (450,000)
C	Interest Charges-Series 2013 Project Revenue Bonds	$ (1,750,463)
D	Interest Charges-Series 2013 Tax Revenue Bonds	$ (661,600)
	Total Other Income/Expenses	**$ (2,672,063)**
	Net Budgeted Revenue and Expense Affecting Cash	**$ 4,952,928**
	Non-Cash Budgeted Expense Items	
	Depreciation	$ (2,000,000)
	Amortization	$ (70,000)
E	**Total Non-Cash Budgeted Expense Items**	$ (2,070,000)
	Projected Income/(Loss)	**$ 2,882,928**
	Total Operating Budget Appropriation A+B+C+D+E	**$ (19,402,082)**

Downtown Redevelopment Authority
2018 Capital Budget

Capital Expense Budget Summary by Category	**2019 Budget**
Building Improvements	$ 183,001
Furniture, Fixtures, and Equipment	$ 330,430
Information Technology	$ 265,400
DRA - 4th Street Parking Lot	$ 275,000
Total Capital Budget Appropriation	**$ 1,053,831**
Memo Total: Hilton Capital Budget	$ 778,831

INTERSTATE BRIDGE TRUNNION REPLACEMENT

Oregon Department of Transportation

Washington State Department of Transportation

TWO-WEEK CLOSURE

In September 2020, the northbound bridge of the Interstate Bridge will close for up to **two weeks** as crews replace a **cracked trunnion** and other parts that help lift and lower the bridge.

PROJECT OVERVIEW

INTERSTATE BRIDGE
TRUNNION
REPLACEMENT

TRAFFIC IMPACTS DURING CONSTRUCTION

INCREASED BACKUPS

The length of backups may double to 4 miles during the closure.

INCREASED DEMAND AND CONGESTION

Increased demand and congestion on I-205 and connecting routes on I-84 and SR 14.

Currently: about 7 hours of congestion a day. During the closure: expect up to 16 hours of congestion a day.

Oregon Department of Transportation

Washington State Department of Transportation

INTERSTATE BRIDGE TRUNNION REPLACEMENT

AREA RAMP CLOSURES

INTERSTATE BRIDGE TRUNNION REPLACEMENT

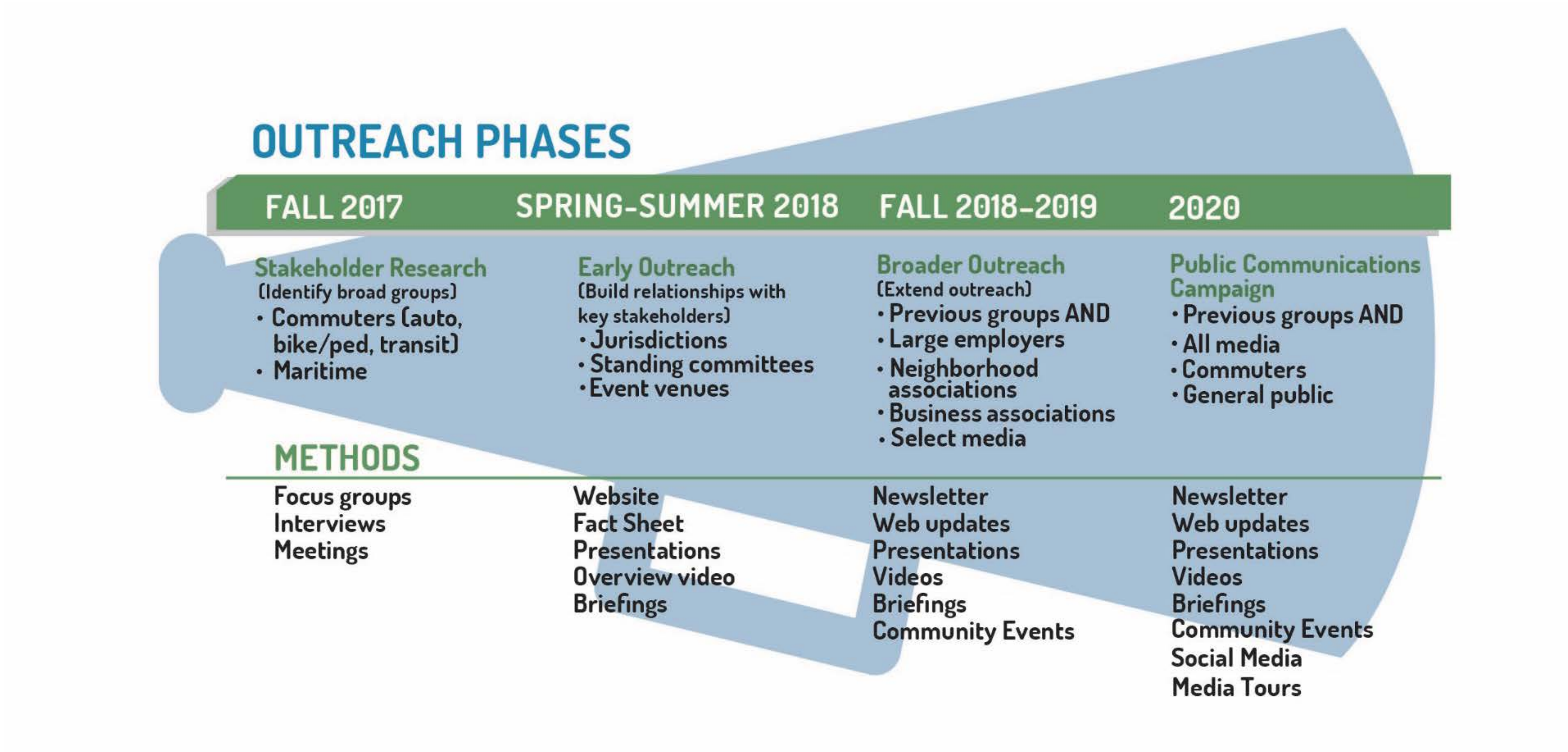
TRAVEL STRATEGIES & OPTIONS

Everyone can help reduce congestion during the two-week closure by using options such as:

- Delaying or shifting trips
- Working from home or alternate location if possible
- Bus and transit
- Rideshare, vanpool and car pool
- Passenger rail service

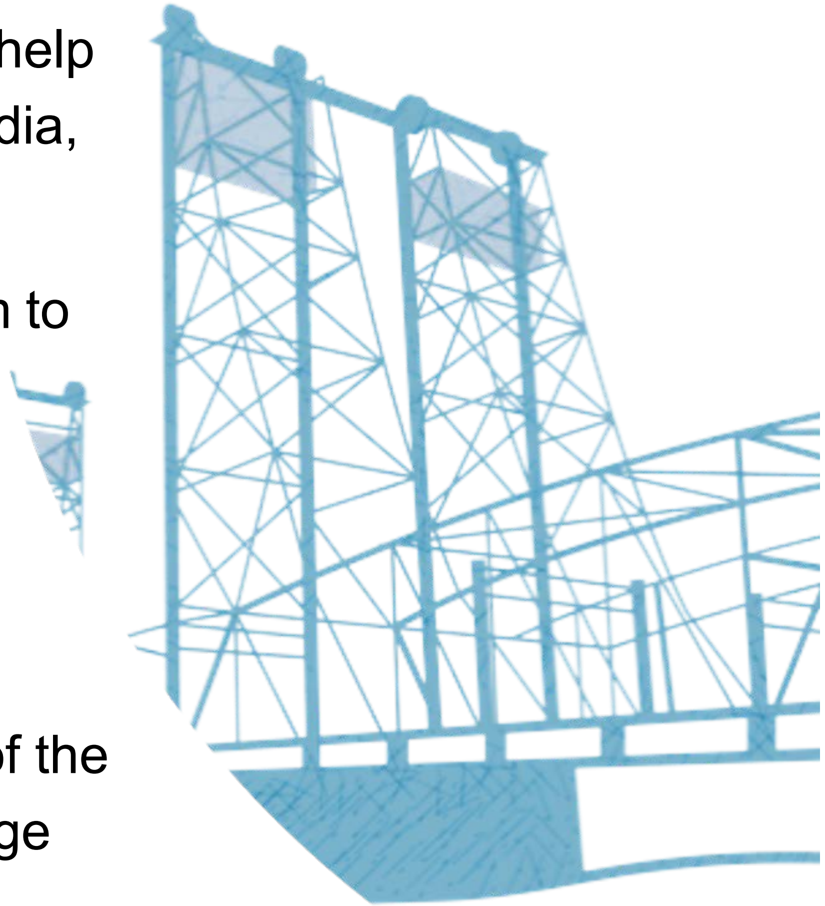
Stay tuned for more information.

PUBLIC INVOLVEMENT APPROACH



WHAT CAN THE CITY DO TO HELP

- Utilize current communications tools and strategies to help inform residents – Office of Neighborhoods, Social Media, etc…
- Engage City's existing commute trip reduction program to coordinate with large employers
- Continue agency coordination efforts regarding bridge closure and detour plans
- Ongoing COV/WSDOT collaboration on transportation system improvements to be implemented in advance of the bridge closure including I-5 ATMS, Mill Plain Interchange improvements, SR-501 Improvements



WEBSITE

Thank you!

www.InterstateBridge.org

INTERSTATE BRIDGE TRUNNION REPLACEMENT

Oregon Department of Transportation

Washington State Department of Transportation

Item #1.

Staff Report 032-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/4/2019

SUBJECT Vancouver Tennis Center Reroof Project – Construction Acceptance and Release of Retainage.

Key Points

- The work has been completed satisfactorily in accordance with the plans and specifications.
- The project's budget and contingency fund was sufficient to cover total project construction costs.
- The project replaced the roof to satisfy the requirement of the Management and Operations Agreement with the United States Tennis Association – Pacific Northwest (USTA-PNW).
- An Apprenticeship Utilization goal of 3% utilization was set for this project. The contractor achieved an actual apprenticeship utilization of 11.6%.

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

Present Situation

The City of Vancouver operates the Vancouver Tennis Center, located at 5300 E. 18th Street in Vancouver. The property is owned by the Vancouver School District (District) and the City holds a 20-year long term lease, which has a 10-year initial term, with an auto extension for an additional 10 years. The lease with auto renewal will be in effect until 2038. In order to continue operations and improve services to the community, the City entered into a Management and Operations Agreement with USTA-PNW earlier this year. As part of that agreement the City committed to replacing the roof.

The Vancouver Tennis Center was constructed in 1975, added onto in 1986 and again in

1993. Prior to this project, the roof had never been replaced and was experiencing multiple failures. A total roof replacement was determined to be the most economical solution. This project replaced the existing exposed fastener metal roof and insulation with a modern concealed clip fully seamed metal roof and insulation system. In addition, the project replaced rain gutters, metal siding on the end walls, and resealed the concrete joints on the tilt up wall panels. Construction was phased to allow for operation during construction

Invitation to Bid #18-3 was issued on March 5, 2018. The City received three contractor bids by the bid solicitation close on April 3, 2018. Bids for Schedule A (roof replacement) and Schedule B (tilt-up wall sealant replacement) ranged between $820,046.00 and $1,346,328.00. AMER-X Inc. Roofing was determined to be the lowest responsive and responsible bidder and their bid was within the expected range of the engineer’s estimate.

The original contract amount, including sales tax, was $820,046.00. The final project cost, including sales tax, is $784,612.65, which is 4.5% lower than the original contract amount. The difference between the original contract amount and the final contract amount can primarily be attributed to a change in the insulation system resulting in lower installation cost, while retaining the same insulation quality. A contingency set aside at the beginning of the construction phase for this project was not used.

The work has been completed satisfactorily in accordance with the plans and specifications. An apprenticeship goal of 3% utilization was set for this project. The contractor achieved an actual apprenticeship utilization of 11.6%. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment, and Material	$723,812.41
Sales Tax	$60,800.24
Total Contract Value	$784,612.65
Retainage	$36,190.62

Advantage(s)

1. This project satisfies the City’s contractual commitment to replace the Vancouver Tennis Center roof as detailed in the management agreement between the USTA-PNW and the City.
2. The existing roof was beyond its useful life and the roof replacement extends the life of the roof by approximately 30 years.

Disadvantage(s)

None

Budget Impact

None, budget for this project was included in the 2017-2018 biennial budgets in the Tennis Center Fund via project number 077013.

Prior Council Review

- Council workshop – September 18, 2017

- Long term lease with Vancouver School District – February 12, 2018
- Operations and Management Agreement with USTA-PNW – February 12, 2018
- Vancouver Tennis Center Reroof Project – Contractor Award – April 16, 2018

Action Requested

On March 4, 2019, accept the facilities as constructed by AMER-X Inc. Roofing of Brush Prairie, Washington, and authorize the release of the retainage in the amount of $36,190.62, subject to the receipt of all documentation required by law.

Brent Waddle, Recreation Services Supervisor, 635-2579

ATTACHMENTS:

- Apprenticeship Verification - Vancouver Tennis Center
- Final Completion of Construction - Vancouver Tennis Center

Apprenticeship Verification Form

PROJECT: Vancouver Tennis Center Reroof

CONTRACTOR: AMER-X INC. ROOFING

CITY PROJECT NUMBER: Project 077013 / Contract 89884

For all public works construction projects estimated to cost $500,000 dollars or more, all specifications will encourage Contractors to use up to fifteen percent of their labor hours to be performed by apprentices enrolled in an approved apprenticeship training program. Before final payment, the Prime Contractor will be required to file an Apprenticeship Verification Form with the City that will identify actual work performed by apprentices. If the Contractor does not meet the minimum established utilization requirement, they will be assessed a penalty of $10.00 for each unmet apprenticeship labor hour. Hours listed below must match the reported hours on your Washington State Department of Labor & Industries approved Affidavit of Wages Paid form. Discrepancies or falsified records may result in Contractor being considered non-responsible for future City of Vancouver projects.

Apprenticeship Goal for this project: 8%

Trade Classification	Company	Apprenticeship Program	Employee Name	Apprenticeship Hours Reported
SHEETMETAL	AMER-X INC. ROOFING		Matthew V. Zorbas	265.50
			Total Apprenticeship Hours	265.50

Total Project Hours Reported:	2297.75
Minimum Apprenticeship Hours Required:	183.82
Unmet Apprenticeship Hours:	0
Penalty Total:	$ -
Project Apprenticeship Utilization:	11.6%

Project Hours Worksheet

Company	Apprenticeship Hours Reported	Total Project Hours Reported	Apprenticeship Utilization by Company
AMER-X INC. ROOFING	265.50	2297.75	11.6%
	Total Project Hours Reported	2297.75	

I, the undersigned, do hereby certify under penalty of perjury that the items listed herein represent the accurate hourly totals for Apprenticeship participation during this project.

Signature:

Ameri-X Inc. / Roofing

Company Name:

Bill Jeschke

Printed Name:

10-28-18

Date:

FINAL COMPLETION OF CONSTRUCTION
CITY OF VANCOUVER
DEPARTMENT OF PUBLIC WORKS

CONTRACT NO.: 89884

PROJECT:
Vancouver Tennis Center Reroof

OWNER'S PROJECT NO.:
077013

OWNER:
City of Vancouver
PO Box 1995
Vancouver, WA 98668

CONTRACTOR:
Amer-X Inc. / Roofing
18600 NE 164th St.
Brush Prairie, WA 98606

ARCHITECT:
LS Architects
610 Esther St., Suite 200
Vancouver, WA 98660

ORIGINAL CONTRACT SUM:	$820,046.00
FINAL CHANGE ORDER VALUE:	~~-$24,864.35-~~ 35433.35 KS JK
REVISED CONTRACT SUM:	~~$795,181.65~~ 784612.65 KS JK
ORIGINAL SUBSTANTIAL COMPLETION DATE:	May 01, 2017
DAYS ADDED/DECREASED:	19 Days
REVISED SUBSTANTIAL COMPLETION DATE:	October 03, 2018
DATE SUBSTANTIAL COMPLETION ACHIEVED:	October 03, 2018
DATE FINAL COMPLETION ACHIEVED:	October 30, 2018

NOTE: This document is issued when work is fully and finally complete in accordance with the Contract Documents. The above date reflects when all physical work and project deliverables have been completed by the contractor. Final Acceptance of the project will take place at the time City Council takes formal action acknowledging Final Completion.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER

LSW ARCHITECTS		**AMER_X INC / ROOFING**		**CITY OF VANCOUVER**	
Terry Werdel, Architect	10-31-18 Date	Bill Jeschke / Project Manager	10-26-18 Date	Jon Sears / Project Manager	10-30-18 Date

Staff Report 033-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/4/2019

SUBJECT Contract with VSP Vision Care, Inc. (VSP)

Key Points

- Council authorized the creation of the Joint Self Insurance Health Care Benefit Program (City of Vancouver and Vancouver Housing Authority) effective January 1, 2015, in an effort to address rising health care costs.
- The Joint Self Insurance Health Care Benefit Program ("Program") in conjunction with the City's Health Insurance Broker discussed the ability to also self-insure vision benefits for covered employees and their qualified dependents.
- Covered employees and their qualified dependents will see a reduction in rates with minimal changes to the plan structure in 2019.
- VSP has verified that coverage is effective 1/1/2019.

Strategic Plan Alignment

N/A

Present Situation

The City and the VHA have offered covered employees' vision benefits for the past several decades. Although vision benefits were previously provided through Regence, that is no longer an option effective 2019. In lieu of joining another vision plan, the City has opted to contract with VSP Vision Care, Inc. for services. Becoming self-insured allows the Program the flexibility to better stabilize health care costs.

Advantage(s)

1. Self-insuring vision care benefits will continue to serve the financial interests of the City.
2. Costs will be approximately 9% lower than those currently charged by a fully-insured program.
3. Greater control over the design of the City's benefits programs.
4. Easier access to plan data.

5. Improved ability to evaluate health care benefit costs and implement cost containment measures.
6. Covered employees and their eligible dependents will see a reduction in cost with slightly enhanced benefits and minimal changes to the plan structure.

Disadvantage(s)

Vision benefits are no longer part of the Regence plan and are now offered as a separate plan.

Budget Impact

Moving forward with direct contracting with VSP will likely result in savings of 10% in 2019.

Prior Council Review

Council authorized the creation of the Self Insurance Health Care Benefit Program in November 2014.

Action Requested

Authorize the City Manager or designee to sign the contract with VSP Vision Care, Inc. (VSP) for vision insurance coverage, and also authorize the City Manager, or his designee, to approve amendments to the contract for an amount not to exceed 10% of the original contract amount.

Lisa Takach, Interim HR Director, 487-8611; Debra Quinn, Assistant City Attorney, 487-8500

ATTACHMENTS:

- Contract
- Confirmation of Coverage

January 30, 2019

JOHN DAVIDSON
DAVIDSON BENEFITS PLANNING LLC
7632 SW DURHAM RD STE 115
TIGARD, OR 97224-7597

RE: CITY OF VANCOUVER, GROUP #30086587
JANUARY 1, 2019 DOCUMENTS

Attention John Davidson:

Enclosed are the JANUARY 1, 2019 documents for the above-referenced Client.

Please retain a copy of the documents for your records and forward the additional copy directly to the group.

This new document supersedes any existing document your client has with VSP. If you have any questions, or need additional information, please do not hesitate to contact us at 800-216-6248, and a VSP representative will assist you.

Enclosures

These documents are intended only for the client to whom they are addressed and may contain confidential information. If you are not the intended recipient (or the person responsible for delivering it to the intended recipient) and have received these documents in error, please notify the sender immediately by telephone, and destroy or delete these documents.

VSP Vision Care for Life

VSP VISION CARE, INC.
3333 QUALITY DRIVE
RANCHO CORDOVA, CALIFORNIA 95670

GROUP VISION CARE PLAN
ADMINISTRATIVE SERVICES PROGRAM

Group Name	**CITY OF VANCOUVER**
Plan Number	**30086587**
State of Delivery	**WASHINGTON**
Effective Date	**JANUARY 1, 2019**
Plan Term	**TWENTY-FOUR (24) MONTHS**
Premium Due Date	**FIRST DAY OF MONTH**

In consideration of the statements and agreements contained in the Group Application and in consideration of payment by Group of the administrative fees and other amounts due as herein provided, VSP VISION CARE, INC. ("VSP") agrees to provide certain individuals under this Group Vision Care Plan ("Plan") the benefits provided herein, subject to the exceptions, limitations and exclusions hereinafter set forth. This Plan is delivered in and governed by the laws of the State of Delivery and is subject to the terms and conditions recited on the subsequent pages hereof, which are a part of this Plan.

Kate Renwick-Espinosa, President

TABLE OF CONTENTS

I.
DEFINITIONS

Key terms used in this Plan are defined and shall have the meaning set forth as follows, unless the context of a term's usage clearly requires otherwise.

1.01 **ADMINISTRATIVE FEE**: The payments made to VSP by or on behalf of Group in consideration of administrative services rendered.

1.02. **ADMINISTRATIVE SERVICES PROGRAM**: A group vision care plan whereby Group pays VSP for the Plan Benefits in addition to a monthly Administrative Fee.

1.03. **BENEFIT AUTHORIZATION**: Authorization issued by VSP identifying the individual named as a Covered Person of VSP, and identifying those Plan Benefits to which Covered Person is entitled.

1.04. **CLAIMS AMOUNT**: Total charges for benefits delivered, including the cost of professional services and ophthalmic materials, charges for VSP services related to materials purchased, and taxes.

1.05. **CONFIDENTIAL MATTER**: All confidential or personal information concerning the medical, personal, financial or business affairs of Covered Persons acquired in the course of providing Plan Benefits hereunder.

1.06. **COPAYMENTS**: Any amounts required to be paid by or on behalf of a Covered Person for Plan Benefits which are not fully covered.

1.07. **COVERED PERSON**: An Enrollee or Eligible Dependent who meets VSP's eligibility criteria and who is covered under this Plan.

1.08. **ELIGIBLE DEPENDENT**: Any legal dependent of an Enrollee of Group who meets the criteria for eligibility established by Group and approved by VSP in Article VI of this Plan under which such Enrollee is covered.

1.09. **EMERGENCY CONDITION**: A condition, with sudden onset and acute symptoms, that requires the Covered Person to obtain immediate medical care, or an unforeseen occurrence calling for immediate, non-medical action.

1.10. **ENROLLEE**: An employee or member of Group who meets the criteria for eligibility specified under VI. ELIGIBILITY FOR COVERAGE.

1.11. **EXPERIMENTAL NATURE**: Procedure or lens that is not used universally or accepted by the vision care profession, as determined by VSP.

1.12. **GROUP**: An employer or other entity which contracts with VSP for coverage under this Plan in order to provide vision care coverage to its Enrollees and their Eligible Dependents.

1.13. **GROUP APPLICATION**: The form signed by an authorized representative of the Group to signify the Group's intention to have its Enrollees and their Eligible Dependents become Covered Persons of VSP.

1.14. **GROUP VISION CARE PLAN (also, "THE PLAN")**: The Plan provided by VSP in favor of a Group, under which its Enrollees, and their Eligible Dependents are entitled to become Covered Persons of VSP and receive Plan Benefits in accordance with the terms of such Plan.

1.15. **MEMBER DOCTOR**: An optometrist or ophthalmologist licensed and otherwise qualified to practice vision care and/or provide vision care materials who has contracted with VSP to provide vision care services and/or vision care materials on behalf of Covered Persons of VSP.

1.16. **NON-MEMBER PROVIDER**: Any optometrist, optician, ophthalmologist, or other licensed and qualified vision care provider who has not contracted with VSP to provide vision care services and/or vision care materials to Covered Persons of VSP.

1.17. **PLAN BENEFITS**: The vision care services and vision care materials which a Covered Person is entitled to receive by virtue of coverage under this Plan, as defined in the Schedule of Benefits attached hereto as Exhibit A.

1.18. **RENEWAL DATE**: The date on which the Plan shall renew, or terminate if proper notice is given.

1.19. **SCHEDULE OF BENEFITS**: The document, attached hereto as Exhibit A, which lists the vision care services and vision care materials which a Covered Person is entitled to receive by virtue of this Plan.

1.20. **SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE**: The document, attached hereto as Exhibit B, which states the payments to be made to VSP by or on behalf of a Covered Person to entitle him to Plan Benefits.

II.
TERM, TERMINATION, AND RENEWAL

2.01. **Plan Term:** This Plan shall become effective on the Effective Date and shall remain in effect for the Plan Term. At the end of the Plan Term, it will renew on a month to month basis unless either party notifies the other in writing, at least sixty (60) days before the end of the Plan Term, that the party is unwilling to renew the Plan. If such notice is given, the Plan will terminate at 12:00 midnight on the last day of the Plan Term, unless the parties reach mutual agreement on its renewal. If the Plan continues on a month to month basis after the Plan Term, either Party may thereafter terminate the Plan upon thirty (30) days advance written notice to the other party.

If VSP issues written renewal materials to Group at least sixty (60) days before the end of the Plan Term and Group fails to accept the new terms and/or rates in writing prior to the end of the Plan Term, this Plan shall terminate at 12:00 midnight on the last day of the Plan Term as noted above.

2.02. **Termination**: Either party may terminate the agreement upon a sixty (60) day advance written notice. Group agrees to pay all Claims Amount and Administrative Fees for Plan Benefits provided pursuant to Benefit Authorizations issued prior to the Plan termination date, provided claims for such Plan Benefits are filed with VSP within six (6) months after termination of this Plan.

III.
OBLIGATIONS OF VSP

3.01. **Coverage of Covered Persons:** VSP will enroll each eligible Enrollee and his Eligible Dependents, if dependent coverage is provided, all of whom shall be referred to as "Covered Persons." To institute coverage, Group may be required to complete and sign a Group Application and forward such application to VSP, along with information regarding Enrollees and Eligible Dependents, and applicable amounts due. (Refer to VI. ELIGIBILITY FOR COVERAGE for further details.)

Following enrollment, VSP will provide Group with Member Benefit Summaries for Covered Persons. Such Member Benefit Summaries will summarize the terms and conditions of this Plan.

3.02. **Provision of Plan Benefits:** Through its Member Doctors (or through other licensed vision care providers in cases where a Covered Person is eligible for, and chooses to receive Plan Benefits from a Non-Member Provider) VSP shall provide Covered Persons such Plan Benefits listed in the Schedule of Benefits, Exhibit A hereto, subject to any limitations, exclusions, or Copayments therein stated.

Benefit Authorization must be obtained prior to a Covered Person obtaining Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must schedule an appointment and identify himself as a VSP Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. VSP shall provide Benefit Authorization to the Member Doctor to authorize the provision of Plan Benefits to the Covered Person. Each Benefit Authorization will contain an expiration date, allowing a specific period of time for the Covered Person to obtain Plan Benefits. Benefit Authorization shall be issued by VSP in accordance with the latest eligibility information furnished by Group and the Covered Person's past service utilization, if any. Any Benefit Authorization so issued by VSP shall constitute a certification to the Member Doctor that payment will be made. VSP shall not be held liable to Group for any Benefit Authorization issued in error in reliance on the latest eligibility information available to VSP as provided by the Group. Notwithstanding any other provision, no references to services shall be operative unless and to the extent that services are specifically set forth in the Schedule of Benefits, and when purchased by Client, the Additional Benefit Rider. Retail chains may not offer all Plan Benefits. Covered Person may contact Member Doctor for information describing vision care services and vision care materials offered.

VSP shall pay or deny claims for Plan Benefits provided to Covered Persons, less any applicable Copayment, within a reasonable time but not more than thirty (30) calendar days after VSP has received a completed claim, unless special circumstances require additional time. In such cases, VSP may obtain an extension of fifteen (15) calendar days of this time limit by providing notice to the claimant of the reasons for the extension.

3.03. **Provision of Information to Covered Persons:** Upon request, VSP will make available to Covered Persons necessary information describing Plan Benefits and procedures. A copy of this Plan will be placed with Group. The Plan will also be available at the offices of VSP for copying or inspection by Covered Persons. VSP shall provide Group with an updated list twice annually of Member Doctors' names, addresses, and telephone numbers for distribution to Covered Persons. Covered Persons may also obtain a copy of the latest Member Doctor list by contacting VSP's Customer Service Department in writing or via the toll-free Customer Service telephone line, or by visiting VSP's Web site at www.vsp.com.

3.04. **Preservation of Confidentiality:** VSP will hold in strict confidence all Confidential Matters. VSP will also exercise its best efforts to prevent any of its employees, Member Doctors, or agents, from disclosing any Confidential Matter. An exception would be if disclosure is necessary to enable any of the above to perform their obligations under this Plan, including but not limited to sharing information with medical information bureaus, or as may otherwise be required by law. Covered Persons and/or Groups that want more information on VSP's Confidentiality Policy Provisions may obtain a copy of the Notice of Privacy Practices by contacting VSP's Customer Service Department or by visiting VSP's Web site at www.vsp.com and clicking on the HIPAA link.

3.05. **Emergency Vision Care**: When vision care is necessary for Emergency Conditions, Covered Persons may obtain Plan Benefits by contacting a Member Doctor or Out-of-Network Provider. No prior approval from VSP is required for Covered Person to obtain vision care for Emergency Conditions of a medical nature. However, services for medical conditions, including emergencies, are covered by VSP only under the Acute EyeCare and Supplemental Primary EyeCare Plans. If Group has not purchased one of these plans, Covered Persons are not covered by VSP for medical services and should contact a physician under Covered Persons' medical insurance plans for care. For emergency conditions of a non-medical nature, such as lost, broken or stolen glasses, the Covered Person should contact VSP's Customer Service Department for assistance. Reimbursement and eligibility are subject to the terms of this Plan.

IV.
OBLIGATIONS OF THE GROUP

4.01. **Identification of Eligible Enrollees:** An Enrollee is eligible for coverage under this Plan, if he satisfies the enrollment criteria specified in Paragraph 6.01(a) and/or as mutually agreed to by VSP and Group. Group shall provide monthly eligibility information to VSP in a mutually agreed upon format and medium to identify all Enrollees who are eligible for coverage under this Plan. Group will supply to VSP, on or before the last day of each month, eligibility information sufficient to identify all Enrollees to be added to or deleted from VSP's coverage rosters for the coming month. The eligibility information shall include designation of family status for each such Enrollee, if dependent coverage is provided. Group shall, when requested, make available for inspection by VSP records having a bearing on the coverage of Covered Persons under this Plan.

4.02. **Administrative Fee:** Additionally, on or before the first day of each month, Group shall remit to VSP an Administrative Fee as outlined on the attached Schedule of Advance Payment and Administrative Fee, Exhibit B. Change will not be made to the Administrative Fee during any Plan Term unless there is a change in the Schedule of Benefits or a material change in any other terms and conditions of the Plan, provided any such change is mutually agreed upon in writing between VSP and Group.

Notwithstanding the above, Group is responsible for any and all taxes and/or fees, including taxes or fees which may be mandated or assessed on benefit payments made by VSP on behalf of Group, including but not limited to taxes required to be paid to the federal government for Carrier Market Share Tax, Reinsurance Assessment or Patient Centered Outcome Research Trust Fund.

4.03. **Grace Period:** Group shall be allowed a grace period of thirty-one (31) days following the due date for making any payment of amounts due under this Plan. During the grace period, this Plan will remain in full force and effect for all Covered Persons. Late payments will be considered by VSP at the time of Plan renewal and may impact Group's

Advance Payment and Administrative Fees in future Plan Terms.

If Group fails to make any payment of amounts due by the end of any grace period, VSP may notify Group that the payment of amounts due has not been made, that coverage is canceled and that the Group is responsible for payment for the Claims Amount associated with Plan Benefits provided to Covered Persons after the last period for which amounts due were fully paid, including the grace period and through the effective date of the termination. Group shall also remain responsible for payment, in accordance with Paragraph 2.02, of any Claims Amount associated with Benefit Authorizations outstanding at the time of termination, and for any legal and/or collection fees incurred by VSP in collecting amounts due under this Plan.

4.04. **Distribution of Required Documents:** Group agrees to distribute to Enrollees any disclosure forms, plan summaries or other materials that may be required to be given to plan subscribers by any regulatory authority. Such materials shall be distributed by Group no later than thirty (30) days after receipt or as otherwise required under state law.

V.
OBLIGATIONS OF COVERED PERSONS UNDER THE PLAN

5.01. **General:** By this Plan, Group makes coverage available to its Enrollees and their Eligible Dependents, if dependent coverage is provided. This Plan may be amended or terminated by agreement between VSP and Group as otherwise indicated herein. Consent or concurrence of Covered Persons for any such amendment or termination is not necessary. This Plan, and all Exhibits, attachments and amendments, constitute VSP's sole and entire undertaking to Covered Persons under this Plan.

All Covered Persons under this Plan shall have the following obligations as a condition of their coverage.

5.02. **Copayments for Services Received:** Where, as indicated on the Schedule of Benefits, Exhibit A hereto, Copayments are required for certain Plan Benefits, these Copayments shall be the personal responsibility of the Covered Person receiving the care and must be paid to the Member Doctor (or Non-Member Doctor if Non-Member Provider benefits are indicated on the attached Schedule of Benefits at Exhibit A) on the date the services are rendered.

5.03. **Obtaining Services from Member Doctors:** Benefit Authorization must be obtained prior to receiving Plan Benefits from a Member Doctor. When a Covered Person desires to receive Plan Benefits from a Member Doctor, the Covered Person must select a Member Doctor, schedule an appointment, and identify himself as a Covered Person in order for the Member Doctor to obtain Benefit Authorization from VSP. Should the Covered Person receive Plan Benefits from a Member Doctor without such Benefit Authorization, then for the purposes of those Plan Benefits provided to the Covered Person, the provider will be considered a Non-Member Provider and the benefits available will be limited to those for a Non-Member Provider, if any. Retail chains may not offer all Plan Benefits. Covered Person may contact Member Doctor for information describing vision care services and vision care materials offered.

5.04. **Submission of Non-Member Provider Claims:** All claims for services received from Non-Member Providers (if Non-Member Provider coverage is indicated on the attached Schedule of Benefits at Exhibit A) shall be submitted by Covered Persons to VSP within three hundred sixty-five (365) days of the date of service. VSP reserves the right to reject such claims which are filed more than three hundred sixty-five (365) days after the date of service.

Failure to submit a claim within three hundred sixty-five (365) days, however, shall not invalidate or reduce the claim if it was not reasonably possible to submit the claim within such time period, provided the claim was submitted as soon as was reasonably possible and in no event, except in absence of legal capacity, later than one year from the required date.

5.05. **Complaints and Grievances:** Covered Persons shall report any complaints and/or grievances to VSP at the address given herein. Complaints and grievances are disagreements regarding access to care, quality of care, treatment or service. Complaints and grievances may be submitted to VSP verbally or in writing. A Covered Person may submit written comments or supporting documentation concerning his/her complaint or grievance to assist in VSP's review. VSP will resolve the complaint or grievance within thirty (30) days after receipt, unless special circumstances require an extension of time. In that case, resolution shall be achieved as soon as possible, but not later than one hundred twenty (120) days after VSP's receipt of the complaint or grievance. If VSP determines that resolution cannot be achieved within thirty (30) days, VSP will notify the Covered Person of the expected resolution date. Upon final resolution, VSP will notify the Covered Person of the outcome in writing.

5.06. **Claim Denial Appeals**: If, under the terms of this Plan, a claim is denied in whole or in part, a request may be submitted to VSP by Covered Person or Covered Person's authorized representative for a full review of the denial. Covered Person may designate any person, including his/her provider, as his/her authorized representative. References in this section to "Covered Person" include Covered Person's authorized representative, where applicable.

a) Initial Appeal: The request must be made within one hundred eighty (180) days following denial of a claim and should contain sufficient information to identify the Covered Person for whom the claim was denied, including the VSP Enrollee's name, the VSP Enrollee's Member Identification Number, the Covered Person's name and date of birth, the provider of services and the claim number. The Covered Person may review, during normal working hours, any documents held by VSP pertinent to the denial. The Covered Person may also submit written comments or supporting documentation concerning the claim to assist in VSP's review. VSP's response to the initial appeal, including specific reasons for the decision, shall be provided and communicated to the Covered Person as follows:

Denied Claims for Services Rendered: within thirty (30) calendar days after receipt of a request for an appeal from the Covered Person.

b) Second Level Appeal: If the Covered Person disagrees with the response to the initial appeal of the claim, the Covered Person has a right to a second level appeal. Within sixty (60) calendar days after receipt of VSP's response to the initial appeal, the Covered Person may submit a second appeal to VSP along with any pertinent documentation. VSP shall communicate its final determination to the Covered Person in compliance with all applicable state and federal laws and regulations and shall include the specific reasons for the determination.

c) Other Remedies: When Covered Person has completed the appeals process stated herein, additional voluntary alternative dispute resolution options may be available, including mediation, or Group should advise Covered Person to contact the U.S. Department of Labor or the state insurance regulatory agency for details. Additionally, to the extent Group is subject to the provisions of ERISA (Section 502(a)(1)(B)) [29 U.S.C. 1132(a)(l)(B)], Covered Person has the right to bring a civil action when all available levels of review of denied claims, including the appeals process, have been completed, the claims were not approved in whole or in part, and Covered Person disagrees with the outcome.

5.07. **Time of Action:** No action in law or in equity shall be brought to recover on the Plan prior to the Covered Person exhausting his grievance rights as described in Paragraphs 5.05 and 5.06 above and/or prior to the expiration of sixty (60) days after the claim and any applicable invoices have been filed with VSP. No such action shall be brought after the expiration of six (6) years from the last date that the claim and any applicable invoices may be submitted to VSP, in accordance with the terms of this Plan.

VI.
ELIGIBILITY FOR COVERAGE

6.01. **Eligibility Criteria**: Individuals will be accepted for coverage hereunder only upon meeting all the applicable requirements set forth below.

(a) **Enrollees**: To be eligible for coverage, a person must:

(1) currently be an employee or member of the Group, and

(2) meet the criteria established in the coverage criteria mutually agreed upon by Group and VSP.

(b) **Eligible Dependents**: If dependent coverage is provided, the persons eligible for dependent coverage are:

(1) the legal spouse of any Enrollee, and

(2) any child of an Enrollee, including any natural child from the moment of birth, legally adopted child from the moment of placement for adoption with the Enrollee, or other child for whom a court holds the Enrollee responsible; Such dependent shall be eligible until the end of the month in which they attain the age of 26 years.

(3) as further defined by Group.

If a dependent unmarried child, prior to attainment of the prescribed age for termination of eligibility, becomes and continues to be, incapable of self-sustaining employment because of mental or physical disability, that Eligible Dependent's coverage shall not terminate. Coverage will continue as long as he remains chiefly dependent on the Enrollee for support and the Enrollee's coverage remains in force; PROVIDED satisfactory proof of the dependent's incapacity can be furnished to VSP within thirty-one (31) days of the date the Eligible Dependent's coverage would have otherwise terminated, and at such other times as VSP may request proof, but not more frequently than annually.

6.02. **Documentation of Eligibility:** Persons satisfying the requirements for coverage under either of the above classes shall be eligible if:

(a) in the case of an Enrollee, the individual's name and Social Security Number have been reported by the Group to VSP in the manner provided hereunder, and

(b) in the case of changes to an Eligible Dependent's status, the change has been reported by the Group to VSP in the manner provided herein. As indicated in Paragraph 4.01 above, VSP may elect to inspect the Group's records in order to verify eligibility of Enrollees and dependents. Plan Benefits will be available only to persons on whose behalf applicable amounts due have been paid for the current period, or Grace Periods outlined above in Paragraph 4.04. If a clerical error is made, it will not affect the coverage to which the Covered Person is entitled under the Plan.

6.03. **Retroactive Eligibility Changes:** Retroactive eligibility changes are limited to sixty (60) days prior to the date notice of any such requested change is received by VSP. If coverage is retroactively terminated for an individual, Group shall remain responsible for the Claims Amount associated with any Plan Benefits provided to that individual pursuant to the Benefit Authorization issued by VSP in reliance on the latest eligibility information available to VSP at the time of such Benefit Authorization.

6.04. **Change of Participation Requirements, Contribution of Fees, and Eligibility Rules:** Composition of the Group, percentage of Enrollees covered under the Plan, and Group's contribution and Group's eligibility requirements are all material to VSP's obligations under this Plan. During the term of this Plan, Group must provide VSP with written notice of changes to its composition, percentage of Enrollees covered, contribution or eligibility requirements. Any such change which materially affects VSP's obligations hereunder must be mutually agreed upon in writing between VSP and Group and may constitute a material change to the terms and conditions of this Plan for purposes of Paragraph 4.03. Nothing in this section shall limit Group's ability to add Enrollees and/or Eligible Dependents in accordance with the terms of this Plan.

6.05. **Change in Family Status:** In the event Group is notified of any change in a Covered Person's family status (by marriage, the addition (e.g., newborn or adopted child) or deletion of dependent children, etc.) Group shall provide notice of such change to VSP via the next eligibility listing required under Paragraph 4.01. If such notice is given, the change in the Covered Person's status will be effective on the first day of the month following the request for change, or at a requested later date. Notwithstanding any other provision in this section, a newborn child will be covered for thirty-one (31) days after birth and an adopted child will be covered for thirty-one (31) days after the date the Enrollee or Enrollee's spouse acquires the right to control the health care of the child. To continue coverage for a newborn or adopted child beyond the initial thirty-one (31) day period, the Group must be properly notified of the Enrollee's change in family status and applicable amounts due must be paid to VSP on behalf of the child.

6.06. **Family and Medical Leave Act:** The federal Family and Medical Leave Act of 1993 (FMLA), requires that under certain circumstances health plan benefits available to an eligible Enrollee and his or her Eligible Dependents be made available during certain periods of leave. Benefits will be available at the level and under the conditions coverage would have been provided if the eligible Enrollee had not gone on leave. If, and only to the extent, FMLA applies to the parties to this Plan, VSP shall make the statutorily-required continuation coverage available based on the eligibility information provided by the Group.

VII.
CONTINUATION OF COVERAGE

7.01. **COBRA**: The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that, under certain circumstances, health plan benefits available to an Enrollee and his or her Eligible Dependents be made available for purchase by said persons upon the occurrence of a COBRA-qualifying event. If, and only to the extent, COBRA applies, VSP shall make the statutorily-required continuation coverage available for purchase in accordance with COBRA.

VIII.
ARBITRATION OF DISPUTES

8.01. **Dispute Resolution:** Any dispute or question arising between VSP and Group or any Covered Person involving the application, interpretation, or performance under this Plan shall be settled, if possible, by amicable and informal negotiations. This will allow such opportunity as may be appropriate under the circumstances for fact-finding and mediation. If any issue cannot be resolved in this fashion, it shall be submitted to arbitration.

8.02. **Procedure:** The procedure for arbitration hereunder shall be conducted pursuant to the Rules of the American Arbitration Association in effect at the time of the dispute.

8.03. **Choice of Law:** Question(s) and dispute(s) hereunder are to be resolved by arbitration. However, if there are any matters arising in connection with this Plan which do become the subject of legal process, the applicable law shall be that of the State of delivery of this Plan.

IX.
NOTICES

9.01. **Required Notices**: Any notices to be given under this Plan to either the Group or VSP shall be in writing and delivered by United States First Class Mail. Notices sent to the Group will be mailed to the address shown on the Group Application. Notices sent to VSP shall be sent to the address shown on this Plan. Any notices may be hand-delivered by either party to an appropriate representative of the party, with the burden being on the party effecting such hand-delivery, to prove, if questioned, that such delivery was made.

X.
MISCELLANEOUS

10.01. **Entire Plan:** This Plan, the Group Application, and all Exhibits and attachments, and any amendments hereto, constitute the entire understanding between the parties and supersedes any prior understandings and agreements between them, either written or oral. Any change or amendment to the Plan must be approved by an officer of VSP and attached to be valid. No agent has the authority to change this Plan or waive any of its provisions. Communication materials prepared by Group for distribution to Enrollees do not constitute a part of this Plan.

10.02. **Indemnity:** VSP agrees to indemnify, defend and hold harmless Group, its shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising from the failure of VSP, its officers, agents or employees, to perform any of the activities, duties or responsibilities specified herein. Group agrees to indemnify, defend and hold harmless VSP, its members, shareholders, directors, officers, agents, employees, successors and assigns from and against any and all liability, claim, loss, injury, cause of action and expense (including defense costs and legal fees) of any nature whatsoever arising or resulting from the failure of Group, its officers or employees to perform any of the duties or responsibilities specified herein.

10.03. **Liability:** VSP arranges for the provision of vision care services and materials through agreements with Member Doctors, who are independent contractors responsible for exercising independent judgment. VSP does not itself directly furnish vision care services or supply materials. Under no circumstances shall VSP or Group be liable for the negligence, wrongful acts or omissions of any doctor, laboratory, or any other person or organization performing services or supplying materials in connection with this Plan.

10.04. **Assignment:** Neither this Plan nor any of the rights or obligations of either of the parties may be assigned or transferred, except as noted herein, without the prior written consent of both parties.

10.05. **Severability:** Should any provision of this Plan be declared invalid, the remaining provisions shall remain in full force and effect.

10.06. **Governing Law:** This Plan shall be governed by and construed in accordance with applicable federal and state law. Any provision that is in conflict with, or not in compliance with, applicable federal or state statutes or regulations is hereby amended to conform with the requirements of such statutes or regulations, now or hereafter existing.

10.07. **Gender:** All pronouns used herein are deemed to refer to the masculine, feminine, neuter, singular, or plural, as the identity(ies) of the person(s) may require.

EXHIBIT A

VSP VISION CARE, INC.
SCHEDULE OF BENEFITS
Exam Plus With Allowances Plan
Choice Network

GENERAL

This Schedule lists the vision care benefits to which Covered Persons of VSP are entitled, subject to any applicable Copayments and other conditions, limitations and/or exclusions stated herein. If Plan Benefits are available for Non-Member Provider services, as indicated by the reimbursement provisions below, vision care benefits may be received from any licensed eye care provider, whether VSP Network Providers or Non-Member Providers. This Schedule forms a part of the Plan or Certificate to which it is attached.

VSP Network Providers are those doctors who have agreed to participate in VSP's Choice Network.

When Plan Benefits are received from Member Doctors, benefits appearing in the Member Doctor benefit column below are applicable subject to any Copayments and other conditions, limitations and/or exclusions as stated below. When Plan Benefits are available and received from Non-Member Providers, the Covered Person is reimbursed for such benefits according to the schedule in the Non-Member Provider benefit column below less any applicable Copayment. The Covered Person pays the provider's full fee at the time of service and submits an itemized bill to VSP for reimbursement. Discounts do not apply for vision care benefits obtained from Non-Member Providers.

COPAYMENT

The benefits described herein are available to each Covered Person subject only to payment of the applicable Copayment by the Covered Person. Copayments are required for Plan Benefits received from Member Doctors and Non-Member Providers. Covered Persons must also follow the proper procedures for obtaining Benefit Authorization.

There shall be no Copayment payable by the Covered Person under this Plan.

PLAN BENEFITS

VISION CARE SERVICES	VSP NETWORK PROVIDER BENEFIT	NON-MEMBER PROVIDER BENEFIT
Eye Examination	Covered in Full*	Up to $ 45.00*

Comprehensive examination of visual functions and prescription of corrective eyewear.

Subsequent regular eye exams once every calendar year.
*Less any applicable Copayment.

VISION CARE MATERIALS

	MEMBER DOCTOR BENEFIT	**NON-MEMBER PROVIDER BENEFIT**
Lenses and Frames and/or Contact Lenses	Up to $ 250.00	Up to $ 250.00

Allowance available once every calendar year and may be used for any combination of lenses (including lens enhancements), frame and/or contacts; any remaining balance can be used at a later date within the same frequency period

Lenses and Frames:

The VSP Network Provider will prescribe and order Covered Person's lenses, will verify the accuracy of finished lenses, and will assist Covered Person with frame selection and adjustment.

Plan benefits for lenses are per complete set, not per lens.

***20% discount applies to VSP Network Provider's usual and customary fees for lens, lens enhancements and frame.

Contact Lenses
The contact lens allowance applies to both the doctor’s fitting and evaluation fees, and to materials.

**15% discount applies to VSP Network Provider’s usual and customary professional fees for contact lens evaluation and fitting.

EXCLUSIONS AND LIMITATIONS

Some brands of spectacle frames and/or lenses may be unavailable for purchase as Plan Benefits, or may be subject to additional limitations. Covered Persons may obtain details regarding frame brand availability from their VSP Network Provider or by calling VSP’s Customer Care Division at (800) 877-7195.

NOT COVERED

- Services and/or materials not specifically included in this schedule as covered Plan Benefits.
- Plano lenses (lenses with refractive correction of less than ± .50 diopter).
- Two pair of glasses instead of bifocals.
- Replacement of lenses, frames and/or contact lenses furnished under this plan which are lost or damaged, except at the normal intervals when Plan Benefits are otherwise available.
- Orthoptics or vision training and any associated supplemental testing.
- Medical or surgical treatment of the eyes.
- Refitting of contact lenses after the initial (90-day) fitting period.
- Contact lens modification, polishing or cleaning.
- Local, state and/or federal taxes, except where VSP is required by law to pay.
- Services associated with Corneal Refractive Therapy (CRT) or Orthokeratology.

EXHIBIT B

VSP VISION CARE, INC.
SCHEDULE OF ADVANCE PAYMENT AND ADMINISTRATIVE FEE
Exam Plus With Allowances Plan
Choice Network

VSP shall be entitled to receive amounts due for each month on behalf of each Enrollee and his/her Eligible Dependents, if any in the amounts specified below:

ADVANCE PAYMENT: $0.00
ADMINISTRATIVE FEE: $1.90 PER ELIGIBLE ENROLLEE

NOTICE: The amount due under this Plan is subject to change upon renewal (after the end of the Plan Term or any subsequent Plan Term) or upon change of the Schedule of Benefits or a material change in any other terms or conditions of the Plan.

ADDENDUM

VSP VISION CARE, INC.
ADDITIONAL BENEFIT - PRIMARY EYECARE

Primary Eyecare is designed for the detection, treatment, and management of ocular conditions and/or systemic conditions which produce ocular or visual symptoms. Under the plan, Member Doctors provide treatment and management of urgent and follow-up services. Primary Eyecare also involves management of conditions which require monitoring to prevent future vision loss.

The Member Doctor is responsible for advising and educating patients on matters of general health and prevention of ocular, as well as systemic disease. If consultation, treatment, and/or referral are necessary, it is the responsibility of the Member Doctor as a Primary Eyecare Professional, to manage and coordinate on behalf of the patient to assure appropriateness of follow-up services.

SYMPTOMS

Examples of symptoms which may result in a patient seeking services on an urgent basis under the Primary Eyecare Plan include, but are not limited to:

- ocular discomfort or pain
- transient loss of vision
- flashes or floaters
- ocular trauma
- diplopia
- recent onset of eye muscle dysfunction
- ocular foreign body sensation
- pain in or around the eyes
- swollen lids
- red eyes

CONDITIONS

Examples of conditions which may require management under the Primary Eyecare Plan, include, but are not limited to:

- ocular hypertension
- glaucoma
- retinal nevus
- cataract
- pink-eye
- macular degeneration
- corneal abrasion
- corneal dystrophy
- blepharitis
- sty

PROCEDURES FOR OBTAINING PRIMARY EYECARE SERVICES

1. To obtain Primary Eyecare Services, the Covered Person contacts a Member Doctor's office and makes an appointment. If necessary, the Covered Person may call VSP's Customer Service Department first to determine the nearest location of a Member Doctor's office.

2. If urgent care is necessary, the Covered Person may be seen by a Member Doctor immediately.

3. The Covered Person pays the applicable Copayment to the Member Doctor at the time of each Primary Eyecare office visit.

4. When the Member Doctor has completed the services, he will fill out the necessary paperwork and mail it to VSP. VSP will pay the Member Doctor directly according to VSP's agreement with the Doctor.

COPAYMENT

The benefits described herein are available to each Covered Person from any participating Member Doctor at no cost to the Covered Person except there shall be a Copayment amount of $20.00 payable by the Covered Person to the Member Doctor at the time of each Primary Eyecare office visit.

EXCLUSIONS AND LIMITATIONS OF BENEFITS

The Primary Eyecare Plan is designed to cover Primary Eyecare services only. There is no coverage provided under the Plan for the following:

1. Costs associated with securing materials such as lenses and frames.
2. Orthoptics or vision training and any associated supplemental testing.
3. Surgical or pathological treatment.
4. Any eye examination, or any corrective eye wear, required by an employer as a condition of employment.
5. Medication.
6. Pre and post-operative services.

REFERRALS BY THE MEMBER DOCTOR

The Member Doctor will refer the patient to another doctor under the following conditions:

1. If the patient requires additional services which are covered by the Primary Eyecare Plan but are not provided in his office, the Member Doctor will refer the patient to another Member Doctor or to the major medical physician whose offices provide the necessary services.

2. If the patient requires services beyond the scope of the Primary Eyecare Plan, the Member Doctor will refer the patient back to the major medical physician.

3. If the patient requires emergency services beyond the scope of the Primary Eyecare Plan, the Member Doctor will make a "STAT" (emergency) referral by calling either another Member Doctor or the major medical physician.

DEFINITIONS

Blepharitis - Inflammation of the eyelids.

Cataract - A cloudiness of the lens of the eye obstructing vision.

Conjunctiva - The mucous membrane that lines the inner surface of the eyelids and is continued over the forepart of the eyeball.

Corneal Abrasion - Irritation of the transparent part of the coat of the eyeball.

Corneal Dystrophy - A disorder involving nervous and muscular tissue of the transparent part of the coat of the eyeball.

Diplopia - The observance by a person of seeing double images of an object.

Eye Muscle Dysfunction - A disorder or weakness of the muscles that control eye movement.

Glaucoma - A disease of the eye marked by increased pressure within the eyeball which causes damage to the optic disc and gradual loss of vision.

Flashes or Floaters - The observance by a person of seeing flashing lights and/or spots.

Macula - A small, yellowish area lying slightly lateral to the center of the retina that constitutes the region of maximum visual acuity.

Macular Degeneration - Degeneration of the macula.

Ocular - Of or relating to the eye or the eyesight.

Ocular Hypertension - Unusually high blood pressure within the eye.

Ocular Conditions - Any condition, problem, or complaint relating to the eyes or eyesight.

Ocular Trauma - A forceful injury to the eye due to a foreign object, e.g., fist, baseball, racquetball, auto accident, etc.

Pink-eye - An acute, highly contagious, conjunctivitis (inflammation of the conjunctiva).

Retinal Nevus - A pigmented birthmark on the sensory membrane lining the eye which receives the image formed by the lens.

Sty - An inflamed swelling of the fatty material at the margin of the eyelid.

Systemic Condition - Any condition or problem relating to a person's general health.

Transient Loss of Vision - Temporary loss of vision.

DATED this__________ day of ______________________, 2019

CITY OF VANCOUVER,

A municipal corporation

____

Eric Holmes, City Manager

Attest:

____

Natasha Ramras, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

____

E. Bronson Potter, City Attorney

CONTRACTOR:

VSP

____

Signature:

Kate Renwick-Espinosa, President

____

By: Printed Name / Title

From: Erica Riggs [mailto:ericar@jjdavidson.com]
Sent: Friday, February 15, 2019 2:40 PM
To: Takach, Lisa; Quinn, Debra; Giurgiev, Iasmina
Cc: Samantha Sardella
Subject: [secure] FW: City of Vancouver
Importance: High

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Below is the confirmation that VSP will wait for payment until after the March 4th Council meeting.

Thanks!
Erica Riggs
Davidson Benefits Planning , An Alera Group Co
Direct (503) 783-5569
Cell (503) 686-3794

From: Jason Watkins <Jason.Watkins@vsp.com>
Sent: Friday, February 15, 2019 2:37 PM
To: Erica Riggs <ericar@jjdavidson.com>
Cc: Samantha Sardella <SamanthaS@jjdavidson.com>
Subject: City of Vancouver

CAUTION: External Email.

Hi Erica,

As we discussed during our recent conference call, I wanted to provide written confirmation that we do indeed understand the group will not be able to pay their bill right away until they've had the opportunity to review and sign the contract. We have a grace period for our bills, and of course given that we anticipate the contract should be finalized and signed at the next meeting on March 4th we can indeed confirm that we'll be able to furnish the benefits per the application prior to receiving the signed contract or initial payment. We understand the group at this time will be paying the bill by March 6th and notifying VSP once payment is sent.

Let me know if further information is needed and I'll be happy to assist.

All the best,

Jason E. Watkins
Sr. Client Manager | Commercial Markets | P: 916.858.5775 | Jason.Watkins@vsp.com
VSP Global | vspglobal.com | 3333 Quality Drive, Rancho Cordova, CA 95670 | CA Accident and Health Agent License #0I3308

Staff Report 034-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/4/2019

SUBJECT Water Station #4 (Blandford) Dog Park Agreement

Key Points

- Columbia Grove LLC has proposed several improvements to an existing "unofficial" off-leash dog park located on the easternmost end of the City's Water Station #4 (Blandford) property near the intersection of E. 5th Street and Blandford Drive.
- Improvements include additional fencing to provide separate areas for both large and small dog breeds, enhancements to the existing perimeter fencing, an enhanced gated entrance, one or more benches and an upgraded pet waste station.
- Use of the property as an off-leash dog park is strictly on an interim basis until such a time as when the site is needed for expansion or improvement of the water station assets.

Strategic Plan Alignment

N/A

Present Situation

The easternmost portion of the City's Water Station #4 (Blandford) property, located at the intersection of E. 5th Street and Blandford Drive, has been used by local residents as an unofficial off-leash dog park for approximately the past twenty years. The property had always been separately fenced off but was opened up with a gate to provide access for a water station improvement project. After that project was completed, the gate remained and local residents began using the area to exercise their dogs. The City allowed that use to continue on an unofficial basis with the understanding that interim use was conditioned on responsible behavior by those using the site. This included picking up and properly disposing of dog waste, not misusing the property or allowing for nuisance conditions to be created. In addition, it was made clear that use was only interim and would be discontinued when the water utility needed to use its property for expanded water treatment facilities and/or for replacement well sites. In 2015, the City entered into an agreement with the Vancouver Watershed Alliance (VWA) for the placement of a pet waste station dispenser at the property to be maintained by the VWA. The VWA subsequently worked with the Evergreen Shores Neighborhood Association to provide for the ongoing upkeep of the dispenser.

Columbia Grove LLC (aka Killian Pacific) is developing property located just west of the Water Station #4 property and would like to make some improvements to the easternmost parcel currently being used for off-leash activities to improve the aesthetics and use of the site on an interim basis until such time the water utility needs to use its property for utility purposes. The improvements include providing additional fencing to create separate areas for both large and small dog breeds, improvements to the gated entrance to the site, placement of one or more park benches within the site, and an upgrade to the existing pet waste station. They are also proposing the installation of a banner along the existing perimeter fence that will feature pictures of a variety of dog breeds. A sign will also be installed that outlines the standard rules and expectations for site users. The terms of placement of these improvements as well as their long term maintenance are set forth in the attached Dog Park Agreement. The cost of the improvements are being borne by Columbia Grove LLC. No City funds are being used or are contemplated (State law also prohibits the use of Water Utility funds for non-utility purposes).

Use of the easternmost portion of Water Station #4 property as an off-leash dog park is strictly interim. As the needs for the property as a City Water Utility asset evolve, it may become necessary to expand use of the property for water-related purposes, including placement of additional wells, water treatment facilities and/or associated infrastructure. At that point, it would likely become necessary to discontinue the interim use of the site as an off-leash dog park. This provision is also set forth in the agreement. The City also plans to install an informational sign at the facility that informs users of this provision.

Advantage(s)

1. Provides improvements to an existing amenity that is enjoyed by many in the surrounding neighborhood.
2. Enhances the aesthetics of the City's property.

Disadvantage(s)

At some point, the City Water Utility may need to reclaim use of the property for utility purposes and discontinue the interim use as an off-leash dog park. If that occurs, some community members would likely object to the loss of the off-leash use. To counter those objections, the City will also install signage at the site to educate the public as to the potential for the loss of interim use of the site as an off-leash facility. In addition, it is also the intent of this agreement and Council action to memorialize the understanding that the use is only on an interim basis and ultimately the Water Utility needs take precedence.

Budget Impact

There is no budget impact. Pursuant to the agreement, all improvements will be provided and maintained by Columbia Grove LLC. Should in the future, conditions change such that City funding participation is needed, that funding will need to come from non-utility funds.

Prior Council Review

None.

Action Requested

Authorize the City Manager or designee to execute the Dog Park Improvement Agreement with Columbia Grove, LLC, on behalf of the City of Vancouver.

Brian Carlson, Public Works Director, 487-7131

ATTACHMENTS:

- Dog Park Agreement

DOG PARK IMPROVEMENT AGREEMENT

DATED: _________________, 2019 hereinafter referred to as "Effective Date"

BETWEEN: City of Vancouver, Washington hereinafter referred to as "City"

AND: Columbia Grove LLC, a Washington Limited Liability Company hereinafter referred to as "Killian"

SECTION 1 BACKGROUND

City owns that certain real property located at 4205 E. 5th Street, Vancouver, Washington (the "Property"), as more full described and depicted on Exhibit A. The Property is currently part of the City's Water Station #4 complex and while the site currently contains no facilities or other improvements, it is slated for future domestic water infrastructure. Killian desires to construct and install certain improvements (the "Improvements") on and within the Property to enhance the current interim use of the property as an off leash dog park, as more fully described and depicted on Exhibit A, attached hereto, plus installation of a perimeter fence around the Property (or a portion thereof) or upgrade of the existing perimeter fence located at the Property as may be agreed upon by City and Killian (the "Project"). City desires to allow Killian to construct the Project.

The purpose of this Dog Park Improvement Agreement (this "Agreement") is to memorialize the agreements between the City and Killian with respect to the Project.

SECTION 2 INTENTIONALLY DELETED

SECTION 3 TERM OF AGREEMENT

This Agreement is effective on the Effective Date and, subject to Section 6, will terminate on the earlier of: (a) ten (10) years from the Effective Date; or (b) termination as provided in Section 6 below. The term of this Agreement (the "Term") commences on the Effective Date and ends on the Termination Date.

SECTION 4 INTENTIONALLY DELETED

SECTION 5 KILLIAN'S RIGHTS TO INSTALL THE IMPROVEMENTS DURING THE TERM

Immediately following the mutual execution of this Agreement, Killian shall have the right, but not the obligation to install the Improvements, at its sole cost and expense, using contractors selected by Killian. Killian shall have no right to remove any existing structures absent written consent of the City's authorized representative. Killian shall have no obligation to restore the Property to its condition prior to the installation of the Improvements except for removal of the Improvements and repair of damage caused thereby.

SECTION 6 GENERAL PROVISIONS

6.1 Termination

Either party may terminate with or without cause this Agreement (the "Terminating Party") by providing sixty (60) days written notice to the other party. During this 60-day cure period, the parties shall work cooperatively to determine if the issues can be resolved. Unless terminated earlier in accordance with this Agreement, or extended by mutual agreement by the parties, this Agreement shall automatically terminate, without any further action by either party, on the Termination Date as defined above in Section 3. Each party will be solely responsible for their own expenses incurred during the Term.

6.2 Confidentiality

Except as otherwise provided herein, neither party will directly or indirectly disclose Confidential Information to any third party without the prior written consent of the other party. Such consent is not required to the extent that such disclosure is required by law, including the Oregon Public Records Law or Washington Public Records Act. This Section 6.2 shall survive expiration or termination of this Agreement.

6.3 Recreational Use Requirement

Nothing in this Agreement shall be construed as granting Killian the right or ability to exclude any member of the public from using the property for recreational purposes as that term is defined in RCW 4.24.200-.210. Nor shall anything in this Agreement be construed as granting Killian the right or ability to charge any member of the public a fee of any kind for such recreational use of the Property.

6.4 Liability and Hold Harmless

Killian 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 (collectively "Claims"), including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature to the extent arising out of, or in connection with, or incident to, Killian's negligence or willful misconduct (or that of Killian's employees, agents, or contractors) associated with the installation or construction of any Improvement pursuant to this Agreement. Notwithstanding the foregoing, Killian shall not be obligated to indemnify City from Claims to the extent arising from City's negligence or willful misconduct. This indemnity and hold harmless shall include any claim made against the City by an employee of Killian or subcontractor or agent even if Killian is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and Killian, such cost, fees and expenses shall be shared between the City and Killian in proportion to their relative degrees of negligence. Killian is an independent contractor and responsible for the safety of its employees.

IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY HERETO FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM SUCH PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

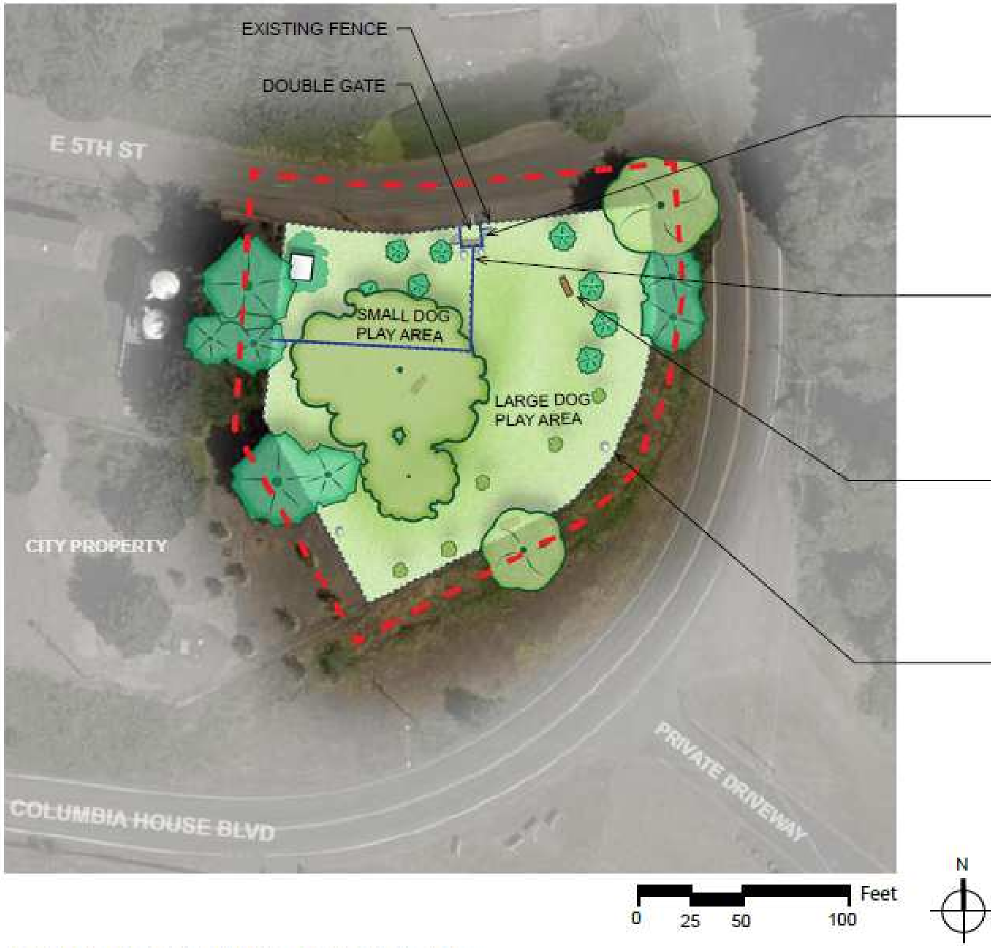
[Remainder of page left intentionally blank;
Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:	**CITY OF VANCOUVER, WASHINGTON**
	By:________________________________
	Name: _____________________________
	Title:______________________________
KILLIAN:	**Columbia Grove LLC, a Washington Limited Liability Company**
	By:________________________________
	Name: _____________________________
	Title:______________________________

EXHIBIT A

THE PROJECT



Park Signage

Double Gate & Additional Fencing

Bench (typ.)

DOGIPOT™ Waste Station (typ.)

PROPOSED IMPROVEMENTS

CONVENE DOG PARK

GREENWORKS

{00105692;1} S-1

EXHIBIT A

THE PROJECT

Examples of mesh netting to be attached to inside of perimeter fencing

Design to be used on mesh netting (1 large dog head every 10ft on netting)

EXHIBIT A

THE PROJECT

Killian shall install a sign at the Project in a location mutually agreed upon by Killian and City that includes the following information:

- All dogs must be licensed, current with all shots, healthy and wearing a collar and identification at all times.
- All dogs must be leashed upon entering/exiting leashes must be in owners' possession at all times.
- Owners must keep their dogs in view and maintain voice control at all times. Leaving dogs unattended is prohibited.
- Owners must locate and remove all dog waste; an appropriate waste receptacle is provided.
- Aggressive dogs are not permitted - owners must immediately remove their dogs upon the first sign of aggression.
- Dogs must be discouraged from digging - owners shall fill any holes.
- Food/beverages/smoking/alcohol/picnicking and camping are prohibited, and owners shall comply with all other Mountlake Terrace park rules and regulations.
- Dogs that are ill, injured or in heat, or that have been declared dangerous or potentially dangerous, are prohibited.
- Owners are legally responsible for their dogs' behavior and actions and are liable for any injuries caused by them.
- Puppies under four months old are prohibited.
- Limit is 3 dogs per person.
- Children age 14 and under must be supervised.
- Be cautious with dog toys; some dogs don't like to share. Bringing toys/food/treats into Off-Leash Dog Park is done at owners' risk.

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:

$ 4,806,734.16	this 4th day of March 2019.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 19 - February 25	Accounts Payable Checks (see attached)	$ 1,904,771.38
February 19 - February 25	Visa Refunds (see attached)	$ 2,767.61
February 19 - February 25	Payroll Checks (see attached)	$ 2,899,195.17
TOTAL		$ 4,806,734.16

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
120295	19-Feb-2019	132,745.33		BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY CLAIMS INVOICE, WEEK 2 OF FEBRUARY
120296	19-Feb-2019	19,575.70		WASHINGTON DENTAL SERVICE	***WIRE*** WEEKLY CLAIMS INVOICE, WEEK 2 OF FEBRUARY
120297	21-Feb-2019	50,039.52		SYMETRA LIFE INSURANCE COMPANY	***WIRE*** 19FEB STOPLOSS PREMIUMS
120298	21-Feb-2019	66,876.91		OPERATIONS MANAGEMENT INTERNATIONAL INC	***WIRE*** - 19JAN - PROJ 664927.DN 00 00 00 - REF VANC - CAM017 DNR EASEMENT SEDIMENT STUDY - MP ENG
120299	21-Feb-2019	119,918.80		OPERATIONS MANAGEMENT INTERNATIONAL INC	***WIRE*** - ACCR18 - 2018 - PROJ 664927.CR 00 00 00 - REF VANC - CAM014 COLUMBIA RIVER MONITORING - MP ENG
120300	25-Feb-2019	132,349.93		BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 3 OF FEBRUARY
120301	25-Feb-2019	11,961.70		WASHINGTON DENTAL SERVICE	***WIRE*** WDS WEEKLY CLAIMS, WEEK 3 OF FEBRUARY
120302	22-Feb-2019	50,172.41		GALLAGHER BASSETT SERVICES INC	***WIRE*** SDR FUNDING DUE NOTICE FOR GALLAGHER BASSETT TPA FOR WC - MESSAGE ID 44925412
120303	25-Feb-2019	174,373.27		ICMA CORP	***WIRE*** PAYROLL
120304	25-Feb-2019	13,815.28		WESTERN STATES HEALTH &	***WIRE*** PAYROLL
120305	25-Feb-2019	11,078.52		ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
120306	25-Feb-2019	1,462.30		VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
120307	25-Feb-2019	25,011.12		VANCOUVER FIREFIGHTERS UNION	***WIRE*** PAYROLL
120308	25-Feb-2019	5,792.08		WASHINGTON SDU	***WIRE*** PAYROLL
120309	25-Feb-2019	22,880.46		ING	***WIRE*** PAYROLL
120310	25-Feb-2019	62,201.89		STATE OF WASHINGTON 457	***WIRE*** PAYROLL
120311	25-Feb-2019	20,937.50		WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
120312	25-Feb-2019	6,607.11		ICMA 401A	***WIRE*** PAYROLL
120313	25-Feb-2019	75.00		HRA VEBA PLAN	***WIRE*** PAYROLL
600084	20-Feb-2019	8,450.00		ACS FIRM DBA AVIATION CAREER SERVICES	AIRPORT MANAGER EXECUTIVE SEARCH - INSTALLMENT 2 - PEARSON AIRPORT - CMO
600085	20-Feb-2019	97,629.57		ADVANCED EXCAVATING SPECIALISTS, LLC	ACCR18 - EVERGREEN AIRPARK NORTH SANITARY SEWER IMPROVEMENTS - EST 2 - THRU 12/31/18
600086	20-Feb-2019	8.96		AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 01/22/19 - FIRE STATION 5
600087	20-Feb-2019	5,947.50		ALERA GROUP INC DBA DAVIDSON BENEFITS PLANNING	19FEB - BENEFITS BROKER SERVICES - FINANCE/HR
600088	20-Feb-2019	189.98		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 POLICE MEDICAL CLAIMS
600089	20-Feb-2019	225.13		ALLEGIANCE BENEFIT PLAN MANAGEMENT	RETIRED LEOFF 1 FIRE MEDICAL CLAIMS
600090	20-Feb-2019	55.58		ARAMARK UNIFORM SERVICES INC	CUST 792566477 - COVERALL CLEANING - THRU 1/23/19 - OP CENTER
600091	20-Feb-2019	12,604.21		ARBORSCAPE LTD INC	SUMMARY: TRIM TREES/REMOVE TREES - OP CENTER
600092	20-Feb-2019	291.66		ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 23 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 19JAN - DRS - RECEIPT 140034 BY B THOMAS PER E-MAIL
600093	20-Feb-2019	99.33		ARCHAEOLOGICAL SERVICES OF CLARK COUNTY LLC	PROJ 19780-81ST APTS - COV PRED REPORT REVIEW - 01/14/19-01/16/19 - PREDETERMINATION REVIEW/REPORT - DRS - RECEIPT 140203 BY B THOMAS PER E-MAIL
600094	20-Feb-2019	51.45		ARLYS BORJESSON	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600095	20-Feb-2019	10,331.24		AT&T MOBILITY II LLC	ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 01/05/19-02/04/19 - OPS CENTER
600096	20-Feb-2019	170.00		Azinger, James Andrew	BASIC SEX OFFENDER; JAN. 2019

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

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
600097	20-Feb-2019	763.10		Baynard-Cooke, Sara E	TRACY TRIAL IN TACOMA WA
600098	20-Feb-2019	571.00		BERGER ABAM INC	PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 01/18/19 - CONSTRUCTION
600099	20-Feb-2019	1,152.90		BHC CONSULTANTS LLC	ACCR18 - PROJ 18-10560.01 - ON-CALL SANITARY SYSTEM PLANNING/DESIGN SERVICES - THRU 12/31/18 - MP ENG
600099	20-Feb-2019	144.12		BHC CONSULTANTS LLC	PROJ 18-10560.01 - ON-CALL SANITARY SYSTEM PLANNING/DESIGN SERVICES - THRU 01/18/19 - MP ENG
600100	20-Feb-2019	7,447.08		BLOOMBERG FINANCE LP	ACCT 30136675 - BLOOMBERG TERMINAL W/ 23" DUAL W/PC - 01/15/19-04/14/19 - TREASURY
600101	20-Feb-2019	73.61		Bridger, Brittany K	BOOT REIMBURSEMENT
600102	20-Feb-2019	9,224.05		BROWN & WILSON PARTNERSHIP LLC	MAR 19 DOMESTIC VIOLENCE LEASE
600103	20-Feb-2019	1,082.50		CASCADE CENTERS INC	ACCR18 - ORGANIZATIONAL DEVELOPMENT MEETINGS - 11/13/18-11/14/18 & 11/29/18 - HR - RECEIPT 140147 BY A BAFUS PER E-MAIL
600104	20-Feb-2019	17,348.01		CENTURY WEST ENGINEERING CORP	PROJ 41004.011.01 - 2018 PEARSON AIRPORT IMPROV - THRU 01/25/19 - CONSTRUCTION
600105	20-Feb-2019	48.00		CITY OF VANCOUVER	CUST 658166 - ITM FEES - ITM INSPECTION-19-0457 - LOC ID 2235-79358 - VPD/EAST - 520 SE 155TH AVE - 02/08/19 - OP CENTER
600106	20-Feb-2019	11,681.25		CLARK COUNTY FIRE DISTRICT	2019 SAFETY CONSORTIUM - 1ST QTR - OPS CENTER
600107	20-Feb-2019	350,531.74		CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY 19FEB - MULTIPLE LOCATIONS
600117					
600118	20-Feb-2019	1,007.04		COMMUNITY HOUSING RESOURCE CTR	ACCR18 - PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18DEC - CDBG FUNDING
600118	20-Feb-2019	5,497.87		COMMUNITY HOUSING RESOURCE CTR	ACCR18 - PROJ 414833 - BUILDING FINANCIAL STABILITY - 18OCT-18DEC - CDBG FUNDING
600119	20-Feb-2019	22.00		DAVID JACKY	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600120	20-Feb-2019	2,520.30		DESIGNS OF ALL KINDS INC	ACCR18 - FULL WRAP FORD TRANSIT & WINDOW BANNER WRAP
600121	20-Feb-2019	241.60		Dobbs, Steven D	BACKGROUND INVESTIGATION
600122	20-Feb-2019	2,611.52		EAGLE WEB PRESS	THE MESSENGER POSTAGE - 19MAR - MEDIA SERVICES
600123	20-Feb-2019	5,393.12		EPIC LAND SOLUTIONS INC	ACCR18 - PROJ 0827 - ON-CALL RIGHT-OF-WAY SVCS - NE 137TH AVE CORRIDOR COMPLETION PROJ - THRU 01/13/19 - TRANSP
600124	20-Feb-2019	8,236.87		ESTHER SHORT COMMONS LLP	MAR 19 ESTHER SHORT RETAIL SPACE
600125	20-Feb-2019	6,900.00		EUROFINS EATON ANALYTICAL INC	ACCR18 - FOLDER 778850 - SAMPLE TEST SVCS 12/13/18 - OPS
600126	20-Feb-2019	17,447.80		EVERGREEN HABITAT FOR HUMANITY	ACCR18 - PROJ 221107 - MCKIBBIN COMMONS HOMES - 18AUG-18DEC - AFFORDABLE HOUSING FUND
600127	20-Feb-2019	8,523.90		FEDERAL AVIATION ADMINISTRATION	AGR AJF-ON-AAC-19-AC-002808 - PROVIDE COMM FLIGHT INSP AGR - RWY 26 AT PEARSON FIELD - SPONSOR D SWENSEN (COV) - CMO
600128	20-Feb-2019	13,350.54		FERGUSON ENTERPRISES INC	SUMMARY: OPERATING SUPPLIES - OPS CENTER
600129	20-Feb-2019	40.69		FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 02/10-03/09/19 FISHERS GROVE LIFT STA
600130	20-Feb-2019	5,685.58		FRONTIER PRECISION INC	ACCT G008240 - SOFTWARE/HARDWARE - TRIMBLE PRODUCTS - FOR MP ENG - THRU 01/24/19 - IT - J SCHOESSLER
600131	20-Feb-2019	268.90		GALLS LLC	SUMMARY: ACCT 1001096190 - FIRE UNIFORM - FIRE
600132	20-Feb-2019	10.00		GARY PRESTHUS	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600133	20-Feb-2019	153.60		GEORGE ELEVATOR SERVICE LLC	01/03/19 - REMOVE DEBRIS IN SILL GROOVE - CITY HALL - OP CENTER
600134	20-Feb-2019	20.00		GLEDA MARTHENS	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION

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INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
600134	20-Feb-2019	74.00		GLEDA MARTHENS	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600135	20-Feb-2019	6,890.73		GORDIAN GROUP	SUMMARY: PROJ 4583 - JOB ORDERS CONTRACTING PROG CONSULTANT
600136	20-Feb-2019	10.16		GORDON TRUCK CENTERS	CUST 96056 - 19JAN - PARTS FOR VEHICLE & EQUIP REPAIR - EQUIP SVCS
600137	20-Feb-2019	101.04		Gray, Tanya Kathleen	NLC WASTE MANAGEMENT FORUM - POST TRAVEL EXPENSE
600138	20-Feb-2019	20.00		GREGORY GLASS	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600139	20-Feb-2019	634.00		HDJ DESIGN GROUP	PROJ HDJ3755-000 - NE 137TH AVE CORRIDOR - 19JAN - CONSTRUCTION - RECEIPT 140433 BY L PETERSEN PER E-MAIL
600140	20-Feb-2019	3,256.17		HDR ENGINEERING INC	ACCR18 - TRANSPORTATION SYSTEM SAFETY ANALYSIS - THRU 12/29/18 - CDD - RECEIPT 140206 BY B THOMAS PER E-MAIL
600141	20-Feb-2019	777.70		HERRERA ENVIRONMENTAL CONSULTANTS	ACCR18 - PROJ 17-06550-000 - VANCOUVER WATERSHED HEALTH ASSESSMENT - THRU 12/28/18 - MP ENG - RECEIPT 140111 BY L JONES
600142	20-Feb-2019	208.10		Huertos-Amaro, Jose L	BOOT REIMBURSEMENT
600143	20-Feb-2019	577.61		INDUSTRIAL SCIENTIFIC CORP	CUST 106747 - ORDER US000111666 - INET GAS MONITORING SUBSCRIPTION - 12/23/18-01/22/19 - OP CENTER - RECEIPT 140141 BY P NEWTON PER E-MAIL
600144	20-Feb-2019	374.85		IRON MOUNTAIN SECURE SHREDDING	CUST 24WNH - RECORDS STORAGE/RETRIEVAL - 12/25/18-01/29/19 - FINANCE
600145	20-Feb-2019	5,148.33		JANUS YOUTH PROGRAMS	PROJ 2018-CDBG-414835 - OAK CASE MANAGEMENT - 19JAN - CDBG FUNDING
600145	20-Feb-2019	4,709.59		JANUS YOUTH PROGRAMS	PROJ 414842 - THE NEST HOUSING SERVICES - 19JAN - CDBG
600146	20-Feb-2019	1,500.00		JCI JONES CHEMICALS INC	ORDER 575813 - CHLORINE 150 LB CYLINDERS - 6 EA - OP CENTER
600147	20-Feb-2019	570.00		JENSEN HUGHES INC	ACCR18 - PROJ 1CWC16004.002 - VANCOUVER FD PLAN REVIEW - THRU 12/28/18 - FIRE
600148	20-Feb-2019	1,270.40		KELLY SERVICES INC	MELVIN, DJ - ORDER A2615 - W/E 02/10/19 - INFO TECH - RECEIPT 140499 BY J SCHOESSLER PER E-MAIL
600149	20-Feb-2019	43.90		KEVIN GRANT	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600149	20-Feb-2019	20.00		KEVIN GRANT	ACCR18 - 50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS/ PARKING/ ADMISSION
600150	20-Feb-2019	2,760.00		KJ BRAUDAWAY	SUMMARY: ACCR18 - 18JUL-DEC - POLICE VEHICLE CAR WASHES - VPD
600151	20-Feb-2019	1,525.19		LANDSCAPE MANAGEMENT SERVICES	DIG HOLES FOR 37 TREES - THRU 01/21/19 - URBAN FORESTRY
600152	20-Feb-2019	38.20		LINDA THOMPSON	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600153	20-Feb-2019	134.96		LN CURTIS & SONS	CUST C32902 - ORDER 453129 - FIRE
600154	20-Feb-2019	277.50		MARQUAM GROUP LTD	SHAREPOINT TECHNICAL SUPPORT - THRU 01/25/19 - INFO TECH - RECEIPT 140225 BY J SCHOESSLER PER E-MAIL
600155	20-Feb-2019	3,088.45		MATHER & SONS PUMP SERVICE INC	INV 0000012301 - 2018 SPRING WELL PUMP REPLACEMENT - RETAINAGE RELEASE
600156	20-Feb-2019	118.65		McGrath, David Patrick	BOOT REIMBURSEMENT
600157	20-Feb-2019	650.00		MFR LAW GROUP PLLC	19JAN - LEGAL SERVICES - POLICE DEPT INVESTIGATION 2 - VPD - RECEIPT 140503 BY A CARMAN PER E-MAIL
600158	20-Feb-2019	1,402.43		MILLER MENDEL INC	19JAN - ENTRIES INTO THE ESOPH BACKGROUND SYSTEM - INFO TECH FOR VPD
600159	20-Feb-2019	4,104.87		MINE SAFETY APPLIANCES COMPANY	CUST 632329 - ORDER 401429490 - MSA PARTS AND SUPPLIES - FIRE

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

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
600160	20-Feb-2019	5,134.69		MISCELLANEOUS	SUMMARY: MISCELLANEOUS CITY REFUNDS
|	20-Feb-2019				
600182	20-Feb-2019				
600183	20-Feb-2019	272.78		MOBES BUSINESS FORMS INC	2,000 SELF CHECK STOCK
600184	20-Feb-2019	1,224.75		MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 01/20/19 - PAYROLL WORK DAY PROJ
600185	20-Feb-2019	500.00		NAGRA & ATWAL CORPORATION	MAR 19 OPS PARKING LEASE
600186	20-Feb-2019	4,178.05		NATIONAL PARK SERVICE	MAR 19 PEARSON AIR PARK LEASE
600187	20-Feb-2019	75.60		NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 015153 - ORDER 015153-0080 - PORTA POTTY RENTALS - 01/25/19-01/28/19 - FACILITIES
600188	20-Feb-2019	4,009.72		NORTHWEST LANDCARE	SCIP CONTRACTOR PMT- SPENCE (12310 NE 37TH ST)
600189	20-Feb-2019	12,634.57		NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 1/27/2019
600190	20-Feb-2019	1,259.49		NW NATURAL	METER 1181017 - GAS USAGE 1/15/19-2/13/19 - VPD EAST
600191	20-Feb-2019	4,878.00		ORCHARDS TOWING	SUMMARY: 18APR-19JAN TOWING CHGS - CASE NOT SPECIFIED - VPD
600192	20-Feb-2019	3,400.00		PBS ENGINEERING & ENVIRONMENTAL INC	ACCR18 - PROJ 0075369.000 - FUTURE PARK WETLAND ASSESSMENT - 18DEC - PARKS - RECEIPT 140060 BY C VOGELZANG PER E-MAIL
600192	20-Feb-2019	2,577.50		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0071179.000 - FIRST PLACE PARK - 19JAN - PARKS - RECEIPT 140473 BY C VOGELZANG PER E-MAIL
600192	20-Feb-2019	11,615.68		PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0071273.000 - NE 18TH ST, NE 97TH AVE TO NE 107TH - 19JAN - PARKS - RECEIPT 140531 BY L PETERSEN PER E-MAIL
600193	20-Feb-2019	580.00		PETTY CASH CUSTODIAN	107 DRUG FUND REIMBURSEMENT
600194	20-Feb-2019	770.00		PETTY CASH CUSTODIAN	107 DRUG FUND REIMBURSEMENT
600195	20-Feb-2019	1,272.00		PORTER W YETT CO	CUST 20408 - CRUSHED ASPHALT 1" - 0" - 127.84 UNITS - 01/24/19-01/25/19 - OP CENTER
600196	20-Feb-2019	417.35		PORTLAND MECHANICAL CONSTRUCTION INC	REPAIR DAMPER/TEST HEAT - TOWN PLAZA - 5411 E MILL PLAIN BLVD - THRU 01/22/19 - OPS - RECEIPT 140194 BY P NEWTON PER E-MAIL
600197	20-Feb-2019	87.34		PPC SOLUTIONS INC	CUST 2409 - SECURITY SERVICES - PATROL/SPECIAL EVENTS - TEEN LATE NIGHT - 01/20/19-01/26/19 - C VOGELZANG
600198	20-Feb-2019	804.79		PRAXAIR DISTRIBUTION INC	SUMMARY: CO2 LIQUID BULK TANK - THRU 01/25/19 - FCC/MCC POOLS
600199	20-Feb-2019	86.99		QWEST CORP DBA CENTURY LINK	ACCT 360-699-0673 456B, 2/4/19-3/4/19 - PEARSON FIELD - IT
600199	20-Feb-2019	10,174.20		QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
600200	20-Feb-2019	647.15		RENTOKIL NORTH AMERICA INC	SUMMARY: MONTHLY PEST CONTROL MAINTENANCE - DEC/JAN - MULTIPLE LOCATIONS
600201	20-Feb-2019	650.40		ROBERT FULLER DBA QUALITY MACHINE	MAGNETIC LID LIFTERS - QTY 3 - CONSTRUCTION
600202	20-Feb-2019	1,536.64		ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 01/18/19 - HR
600203	20-Feb-2019	15.00		ROGER ROHWEDDER	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600204	20-Feb-2019	891.00		ROTSCHY INC	CLIENT 59: VAC TRUCK DUMP - WATER
600205	20-Feb-2019	93.35		Schubert, Beverly J	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600206	20-Feb-2019	4,889.84		SHARON RICE	ACCR18 - HEARINGS EXAMINER SERVICES - 5TH PLAIN CREEK STATION/BELLA VISTA SUBDIVISION - ADVANCED FILE REVIEW/PUBLIC HEARING/FINDINGS-CONCLUSIONS-DECISION - THRU 12/18/18 - CED - RECEIPT 140081 BY B THOMAS PER E-MAIL
600207	20-Feb-2019	226.75		SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S48987062 - ACROBAT NEW LICENSE CLP L2 MULTIPLE PLATFORMS - 1 EA - AGREEMENT 4600026430 - IT - RECEIPT 140076 BY J SCHOESSLER PER E-MAIL

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INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
600208	20-Feb-2019	11,657.86		SUMMIT LAW GROUP	ACCR18 - CLIENT 20147-1 RBY - LEGAL SERVICES - CONTRACT NEGOTIATIONS - THRU 12/31/18 - INVOKE VMC 3.05.200(2) - HR/LAW
600208	20-Feb-2019	1,034.87		SUMMIT LAW GROUP	ACCR18 - CLIENT 20147-17 ERK - LEGAL SERVICES - H S INVESTIGATION - THRU 12/31/18 - INVOKE VMC 3.05.200(2) - HR
600208	20-Feb-2019	97.50		SUMMIT LAW GROUP	ACCR18 - CLIENT 23101-1 RBY - LEGAL SERVICES - FIRE GENERAL LABOR - THRU 12/31/18 - FIRE
600209	20-Feb-2019	16.50		SUSAN ROBINS	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600210	20-Feb-2019	50.34		SUZAN HEGLIN	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600211	20-Feb-2019	3,060.00		TEKSYSTEMS	BENSON ROBERT - W/E 02/02/19 - INFO TECH - RECEIPT 140413 BY J SCHOESSLER PER E-MAIL
600211	20-Feb-2019	4,000.00		TEKSYSTEMS	LAWSON COREY - W/E 02/02/19 - INFO TECH - RECEIPT 140412 BY J SCHOESSLER PER E-MAIL
600212	20-Feb-2019	3,686.71		THE SALVATION ARMY	PROJ 414847 - MOVING FORWARD TOGETHER - 19JAN - CDBG
600212	20-Feb-2019	5,926.82		THE SALVATION ARMY	PROJ 601808 - MOVING FORWARD TOGETHER - 19JAN - HOME
600213	20-Feb-2019	219.64		Thomas, John	L&I 2019 TRAINING TUMWATER - JOHN THOMAS
600214	20-Feb-2019	10,293.58		TRAFFIC SAFETY SUPPLY CO	CUST C001066 PRDER SO00009807 CONES - OPS CENTER
600215	20-Feb-2019	94.85		TRIPLE J ENTERPRISES	01/19/19 - TOWING - '14 NISSAN SENTRA - LIC DOT-472 - FROM 1800 BRYANT ST TO WEST PRECINCT - CASE 1084 - VPD
600216	20-Feb-2019	13.45		UNITED PARCEL SERVICE	19FEB - SHIPPER #856018 - SERVICE CHARGE - OPS
600217	20-Feb-2019	56.34		VALERIE DEMING	50+ TRAVEL DRIVER/PLANNER REIMB - MEALS/ PRKG/ ADMISSION
600218	20-Feb-2019	225.00		Van Aalst, Douglas Mitchell	BOOT REIMBURSEMENT
600219	20-Feb-2019	70.00		VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 1-3 0 - DEODORIZING SERVICE - THRU 01/22/19 - FIRSTENBURG COMM CTR - RECEIPT 140368 BY P NEWTON PER E-MAIL
600220	20-Feb-2019	20,657.00		VANCOUVER HOUSING AUTHORITY	PROJ 2017-AHF-221301 - AHF RENTAL ASSISTANCE - 19JAN - CDBG
600221	20-Feb-2019	958.71		WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE
600222	20-Feb-2019	10,565.41		WASTE CONNECTIONS INC	19JAN MONTHLY GARBAGE SERVICES FOR MULTIPLE CITY ACCOUNTS - SOLID WASTE
600222	20-Feb-2019	12,640.40		WASTE CONNECTIONS INC	ACCT 2010-811773 - MULTIFAMILY RECYCLE PROGRAM - 19JAN - SOLID WASTE
600223	20-Feb-2019	134.99		Weber, Robert J	BOOT REIMBURSEMENT
600224	20-Feb-2019	66,575.47		WILCOX & FLEGEL	FUEL FOR ENGLISH PIT/FIRE STATIONS/OPS/VPD
600225	20-Feb-2019	353.71		WILLIAM FILBECK	LIABILITY CLAIM SETTLEMENT PAYMENT TO CLAIM PROJECT 922893 - DOL: 01/09/19 - RISK
600226	20-Feb-2019	106.43		Wilson, Kevin Michael	MILEAGE REIMBURSEMENT
600227	20-Feb-2019	11,932.57		WIRE WORKS LLC	LABOR/SUPPLIES FOR DODGE CHARGER UNIT #1379 - PLATE 66061D - INSTALL 911 CIRCUITS POWER DISTRIBUTION PANELS FOR VPD - EQUIP SERVICES
600228	20-Feb-2019	69.52		XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 01/19/19 - FINANCE/MAILROOM
600229	22-Feb-2019	1,373.28		UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
600230	22-Feb-2019	3,612.00		CHAPTER 13 - TRUSTEE	PAYROLL
600231	22-Feb-2019	8,330.42		LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
600232	22-Feb-2019	8,955.47		AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
600233	22-Feb-2019	795.24		IAM LOCAL #1374	PAYROLL
600234	22-Feb-2019	19,131.06		IAFF LOCAL #452	PAYROLL

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

INVOICE PAYMENTS REPORT

Check No.	Check Date	Amount		Vendor Name	Description
600235	22-Feb-2019	12,844.04		VANCOUVER POLICE OFFICER GUILD	PAYROLL
600236	22-Feb-2019	5,618.78		AFSCME LOCAL #307	PAYROLL
600237	22-Feb-2019	989.52		WESTERN METAL IND PENSION FUND	PAYROLL
600238	22-Feb-2019	5,761.59		OPEIU LOCAL #11	PAYROLL
600239	22-Feb-2019	2,287.20		WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
600240	22-Feb-2019	608.00		TEAMSTERS LOCAL #58	PAYROLL
600241	22-Feb-2019	332.50		UA LOCAL #290	PAYROLL
600242	22-Feb-2019	72.36		LEGAL SHIELD	PAYROLL
20001468	19-Feb-2019	12,443.66		CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
|	|				
20001469	25-Feb-2019				
	SUBTOTAL	**1,904,771.38**			
VISA	26-Feb-19	538.86		MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 2-18-19 thru 2-25-19
VISA	26-Feb-19	1,828.75		MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 2-18-19 thru 2-25-19
VISA	26-Feb-19			MISCELLANEOUS	PARKS CLASS REFUNDS - SPEC EVENTS 2-18-19 thru 2-25-19
VISA	26-Feb-19	400.00		MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 2-18-19 thru 2-25-19
	SUBTOTAL	**2,767.61**			
	TOTAL	**1,907,538.99**			
	No Exceptions				

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City of Vancouver
Payroll Council Report
February 19, 2019 - February 25, 2019

Check No.	Date	Explanation	Amount	
92760 - 92838	02/25/19	4 2019 Payroll	$	29,379.93
N/A	02/25/19	4 2019 Direct Deposits	$	2,869,815.24

$ 2,899,195.17