



CITY COUNCIL MEETING MINUTES

Vancouver City Hall - Council Chambers - 415 W.
6th Street

PO Box 1995 - Vancouver, Washington 98668-
1995

www.cityofvancouver.us

Anne McEnerny-Ogle, Mayor

Bart Hansen | Bill Turlay | Alishia Topper | Ty Stober | Linda Glover | Laurie Lebowsky

December 3, 2018

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

Councilmember Turlay absent from workshops.

4:00-4:30 p.m. Downtown Parking Investment Policy

Presenters: Chad Eiken, Community & Economic Development Director, 487-7882; Rick Williams, Rick Williams Consulting

Summary

Staff and the City's parking consultant provided Council with an overview of potential and recommended updates to the City's downtown parking investment policy.

4:30-5:30 p.m. 2019 Federal Legislative Agenda

Presenter: Joel Rubin, Federal Governmental Affairs Liaison

Summary

The City's federal governmental affairs liaison reported to the Council on 2018 activities related to the City's legislative agenda at the federal level, and provided an overview of the proposed 2019 legislative agenda.

5:30-6:00 p.m. Transportation Benefit District Workshop: Review

of 2018 Finances & Accomplishments

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

Summary

Staff provided Council with a report on the 2018 Transportation Benefit District activities, projects and programs, and provided a summary of the upcoming proposed 2019 work plan.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

City Hall - Birch Conference Room

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 7 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

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

Absent: Councilmember Turlay

Motion by Councilmember Hansen, seconded by Councilmember Topper, and carried unanimously to excuse Councilmember Turlay.

Approval of Minutes

Minutes - November 19, 2018

Motion by Councilmember Lebowsky, seconded by Councilmember Glover, and carried unanimously to approve the meeting minutes of November 19, 2018.

Citizen Communication (Items 1-3)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-3)

Motion by Councilmember Hansen, seconded by Councilmember Topper, and carried unanimously to approve Items 1-3 of the Consent Agenda.

1. **Approval of 2019 Council Meeting Schedule**

Staff Report 181-18

Summary

City staff develops and publishes the annual Council meeting schedule and calendar every fall for the following year. Recent amendments to Council Policy 100-32, revised Sept. 24, 2018, included a new provision for Council adoption of the upcoming annual Council meeting schedule on the first meeting of December each year.

The annual schedule identifies the date, time and type of each Council meeting, as well as any Mondays when the Council will not meet. Per Council policy, the Council meets every first, second, third, and fourth Monday of each month, excluding any City-recognized holidays that fall on a Monday. Per City Charter, Council must meet at least twice per month for a Regular meeting, which will typically fall on the first and third Mondays; Consent Agenda meetings with Citizen Forum fall on the second and fourth Mondays, unless otherwise pre-empted by a Regular meeting and identified as such on the approved schedule. Informational workshops may be held, as needed, before any Council meeting. The specific time and topic for each workshop will be identified on the published agenda for a given meeting date.

The 2019 annual schedule includes 24 Regular Council meetings and 16 Consent Agenda meetings with Citizen Forum. Also included is a mid-year break in late July and an end-of-year break in late December. Starting in January 2019, all City Council meetings will begin at 6:30 p.m., per the recent revisions to Council Policy 100-32. Workshops will be held between 4:00 and 6:00 p.m., unless otherwise noted on a published agenda.

Subject to Council approval, the 2019 annual schedule will be publicly noticed in The Columbian, and the calendar will be posted on the City's website and distributed to the media and all City departments. Copies of the printed Council meeting calendar will also be made available at Vancouver City Hall or may be requested by contacting the Council Assistant at 360-487-8605.

Any cancellations or changes to the annual schedule, or the addition of Council retreats or other special Council meetings, will be advertised in accordance with Council Policy and the Washington Open Public Meetings Act.

2019 Annual Meeting Schedule

All meetings begin at 6:30 p.m. | Workshops 4:00-6:00 p.m. (subject to change)

1/7/2019	Regular Meeting
1/14/2019	SPECIAL MEETING: Candidate Interviews for Council Vacancy (4 p.m.)
1/21/2019	No Meeting - holiday (Martin Luther King Jr. Day)
1/28/2019	Regular Meeting
2/4/2019	Regular Meeting
2/11/2019	Consent Agenda Meeting & Citizen Forum
2/18/2019	No Meeting - holiday (Presidents' Day)
2/25/2019	Regular Meeting
3/4/2019	Regular Meeting
3/11/2019	Consent Agenda Meeting & Citizen Forum
3/18/2019	Regular Meeting
3/25/2019	Consent Agenda Meeting & Citizen Forum
4/1/2019	Regular Meeting
4/8/2019	Consent Agenda Meeting & Citizen Forum
4/15/2019	Regular Meeting
4/22/2019	Consent Agenda Meeting & Citizen Forum
4/29/2019	No Meeting - 5th Monday
5/6/2019	Regular Meeting
5/13/2019	Consent Agenda Meeting & Citizen Forum
5/20/2019	Regular Meeting
5/27/2019	No Meeting - holiday (Memorial Day)
6/3/2019	Regular Meeting
6/10/2019	Consent Agenda Meeting & Citizen Forum
6/17/2019	Regular Meeting
6/24/2019	Consent Agenda Meeting & Citizen Forum
7/1/2019	Regular Meeting
7/8/2019	Consent Agenda Meeting & Citizen Forum
7/15/2019	Regular Meeting
7/22/2019	No Meeting - Council Break
7/29/2019	No Meeting - 5th Monday
8/5/2019	Regular Meeting
8/12/2019	Consent Agenda Meeting & Citizen Forum
8/19/2019	Regular Meeting
8/26/2019	Consent Agenda Meeting & Citizen Forum
9/2/2019	No Meeting - holiday (Labor Day)
9/9/2019	Regular Meeting
9/16/2019	Regular Meeting
9/23/2019	Consent Agenda Meeting & Citizen Forum
9/30/2019	No Meeting - 5th Monday
10/7/2019	Regular Meeting
10/14/2019	Consent Agenda Meeting & Citizen Forum
10/21/2019	Regular Meeting

10/28/2019	Consent Agenda Meeting & Citizen Forum
11/4/2019	Regular Meeting
11/11/2019	No meeting - holiday (Veterans Day)
11/18/2019	Regular Meeting
11/25/2019	Consent Agenda Meeting & Citizen Forum
12/2/2019	Regular Meeting
12/9/2019	Consent Agenda Meeting & Citizen Forum
12/16/2019	Regular Meeting
12/23/2019	No Meeting - Council Break
12/30/2019	No Meeting - 5th Monday

Request: Approve the 2019 annual City Council meeting schedule.

Amanda Delapena, Assistant to the City Council, 487-8605

Motion approved the request.

2. **Appointments to the Charter Review Committee**

Request: Appoint the following Vancouver residents to the Charter Review Committee for the 2019 Charter Review process: Matthew Baird, Melissa Boles, John Caton, Susan Courtney, Mary Elkin, Barry Hemphill, Noland Hoshino, Frank L'Amie, Marjorie Ledell, Peter Marez, Megan Nugent, David Olson, Lynn Samuels, Esther Schrader, Heather Sinnott, and Daphne Anderson (alternate member).

Mayor and City Council

Motion approved the request.

3. **Approval of Claim Vouchers**

Request: Approve the claim vouchers for December 3, 2018.

(Copy available upon request)

Motion approved claim vouchers for December 3, 2018, in the amount of \$9,810,269.11.

Public Hearings (Item 4-7)

4. **Surplus of Public Utility Vehicles and Equipment**

Staff Report 182-18

Summary

The City's Public Works Department originally acquired the vehicles and equipment listed on the attachment to the proposed resolution. The Public Works Director has determined that the vehicles and equipment are no longer needed for continued public utility services.

The City's Public Works Department requests that City Council, after holding a public hearing, declare by resolution that the public utility property listed on the attachment to the proposed resolution is surplus to the City's needs and authorize the Director to sell the property via auction or scrap.

Request: Adopt a resolution to surplus the utility property no longer needed by the City and to authorize disposal of the property in a manner consistent with adopted City policy and State law.

Dan Zenger, Equipment Superintendent, 487-8205

Mayor McEnerny-Ogle opened the public hearing and, receiving no testimony, closed the public hearing.

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously to adopt Resolution M-2488.

5. **Street vacation of approximately 52,502 square feet of improved street right-of-way associated with NE 72nd Avenue, located north of NE 33rd Street and south of SR-500**

Staff Report 163-18

AN ORDINANCE vacating a portion of public rights-of-way associated with NE 72nd Avenue, located north of NE 33rd Street and south of SR-500. The right-of-way is located within the Northwest Quarter of Section 20 and the Northeast Quarter of Section 19, Township 2 North, Range 2 East, Willamette Meridian and within the Henry Schuh and Levi Douthit Donation Land Claims, City of Vancouver, Clark County, Washington; providing for an effective date.

Summary

Staff has received a request from Hannah Mitsubishi Real Property LLC, Hannah VW Real Property LLC, and JJHW LLC (collectively, "Applicants") to vacate the entirety of NE 72nd Avenue located north of NE 33rd Street and south of SR-500. The right-of-way is specifically located within the Northwest Quarter of Section 20 and the Northeast Quarter of Section 19, Township 2 North, Range 2 East, Willamette Meridian and within the Henry

Schuh and Levi Douthit Donation Land Claims (DLCs).

Six properties border the right-of-way that is proposed for vacation, including a section of SR- 500, which is owned by the Washington State Department of Transportation (WSDOT), and five commercial properties. City Staff contacted WSDOT and confirmed WSDOT has no interest in the public right-of-way remaining open for public travel and does not oppose the proposed vacation. The right-of-way currently provides public street and utility services to the five commercial parcels. Four of the five parcels are owned by the Applicants; the two parcels on the west side of the right-of-way are owned by JJHW LLC, the two parcels on the east side of the right-of-way are owned individually by Hannah Mitsubishi Real Property LLC and Hannah VW Real Property LLC. The fifth parcel, located at the north end of the right-of-way, is owned by Webb Real Estate LLC, which is governed by Alan Webb. Mr. Webb has provided a letter describing his concerns and objections regarding the proposed right-of-way vacation. In his letter, Mr. Webb indicates that his auto dealership uses NE 72nd Avenue for multiple purposes including inventory delivery, tool delivery, tow truck access, vehicle test drives, and general use by employees. Further, Mr. Webb states his opinion that loss of public access to his property from NE 72nd Avenue will cause many of these existing users to shift to Auto Mall Drive, creating unsafe traffic conditions on Auto Mall Drive. Mr. Webb concludes his letter by stating that he opposes the closure of NE 72nd Avenue to the general public. This letter is included as Exhibit D.

Nevertheless City Staff believe vacation is in the public interest. Staff recommends that Council vacate the right-of-way, but condition the vacation on Applicants granting Webb Real Estate LLC a private access easement across the portions of vacated right-of-way that will constitute Applicants' properties.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has utilities within the area of the proposed vacation, including a domestic water main, sanitary sewer main, stormwater main, and associated appurtenances. In addition, Clark Public Utilities and NW Natural have electrical and natural gas lines running through a portion of the subject area. Therefore, the City will retain a perpetual public utility easement under and over the entire vacated area for the construction, repair and maintenance of all public utilities and services.

The existing street also serves as emergency fire lane access to the abutting properties. Therefore, the City will also retain a perpetual limited public access easement over and across that portion of the vacated area currently encumbered by a paved roadway surface; the easement will be 20' wide, bounded and defined by the existing curb-faces on each side of the roadway surface, as shown on Exhibit E. This limited public access easement will be made for the purpose of ensuring continued public

services, access by emergency response vehicles, and for the preservation of fire lanes. The easement area will remain unobstructed.

Staff has reviewed the City's Transportation Systems Plan and determined that the ongoing needs for public emergency access and utilities maintenance access can be adequately provided by appropriate easements, as described above, and there is no future public need for this right-of-way to be used as a City street. Therefore, vacation of this right-of-way will have little or no adverse impact on the City's assets. Further, vacation of this right-of-way will relieve the City from ongoing surface maintenance responsibilities typical for commercial streets; including regular pavement maintenance, repair of concrete structures, care for street trees and landscaping, street sweeping, and other services.

The applicants have prepared legal descriptions for tracts that comprise the portion of right-of-way proposed to be vacated. See Exhibits A, B and F. This information was reviewed by the City Surveyor, who found the legal descriptions to accurately describe the proposed vacation area.

RCW 35.79.030 and VMC 11.05.120 provides for City compensation for the value of public right-of-way that is vacated. The applicants have provided an appraisal from a certified professional land appraiser which identified a total property value of \$78,000 for the proposed vacation area. The applicants have agreed to pay the value of the total vacated area, regardless of their respective ownership interests in the underlying property.

As previously noted, the right-of-way has historically been used to provide public street and utility services to five commercial parcels, four of which belong to the Applicants. The City has maintained this portion of NE 72nd Avenue in a fashion similar to that of other commercial streets, performing regular maintenance to the pavement, street sweeping and other services. Also, the street has been part of a dedicated public right of way for 25 years or more, and the vacated area will be utilized by the applicant for expansion of their current uses. Based on these circumstances and the previous investment made by the City, staff recommends the imposition of compensation equal to 100% of the total appraised property value, or \$78,000. This sum shall be paid to the City prior to the right-of-way vacation becoming effective.

Request: On Monday, December 3, 2018, subject to second reading and public hearing, approve ordinance.

Eric Hahn, Senior Civil Engineer, 487-7702; Ryan Lopossa, Streets & Transportation Manager, 487-7706.

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

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Steve Morasch, representing the applicant, spoke in support of the proposed street vacation. He thanked staff for their work on the item, and stated that the applicant understands the City may collect compensation for the vacation but is requesting the proposed payment be waived.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Ryan Lopossa, Streets & Transportation Manager, provided information on the proposed right-of-way vacation. He noted that City code limits the circumstances under which the City can waive the compensation requirement.

Councilmember Hansen asked if the applicant had discussed with staff the request to waive the compensation prior to this public hearing. Mr. Lopossa stated he was not aware of any such discussion. Eric Hahn, Senior Traffic Engineer, stated that request had not been discussed previously.

Motion by Councilmember Stober, seconded by Councilmember Glover, and to Motion.

6. **Comprehensive Plan, Zoning Map and Text Changes**

Staff Report 180-18

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, authorizing the City Manager to enter into a Development Agreement governing future development of the property, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for a site specific property, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for 37 site specific properties, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending text of Vancouver Comprehensive Plan Chapter 5 and Appendix D, and Vancouver Municipal Code 20.160, 20.210, 20.220, 20.270, 20.285, 20.310, 20.320,

20.410, 20.420, 20.430, 20.440, 20.450, 20.690, 20.885, 20.890, 20.895, 20.910, 20.945; providing for severability; and establishing an effective date.

Summary

The Four Seasons Residential map change proposal is from Community Commercial (CC) and Mixed Use (MX) zoning to R-22 and R-18 on approximately 11 acres near the intersection of NE 112th Avenue and 28th Street. A Development Agreement (DA) is included to ensure future development complies with applicable standards and addresses issues raised by the very small single family lot development envisioned. Neighbors to the southwest testified with concerns that future development would block their direct access to nearby commercial uses. A condition was added to the DA ensuring pedestrian access through the southwest portion of the site. See pages 1 and 4-6 of November 5 City Council work shop memorandum.

The second private map change request, Delta Management, is for a Light Industrial (IL) to General Commercial (GC) zone change on 0.3 acres on the south side of Columbia House Blvd near Grand Avenue. The proposal site is surrounded on three sides by undeveloped industrially-zoned property already owned by the applicant. See pages 2 and 7 of the November 5 memorandum.

The 37 staff-identified map corrections are addressed in page 8 of the memorandum. The Comprehensive Plan text changes are addressed on page 9.

The 20 zoning code text changes are primarily updates to reflect application submittal changes, and to other code corrections and updates. See pages 3 and 11-34. Advance written testimony was submitted for one change, regarding requirements for subdivision applications. Staff modified the proposal before the Planning Commission hearing to require surveyor preparation of existing conditions plans only, and to make no changes regarding as-built plans submittals. No testimony was offered at the hearing.

Two of the zoning text changes drew no testimony but have modest policy implications: First, a proposed change would allow affordable housing projects in most commercial zones under limited circumstances without providing first floor retail as currently required. Second, an update to review criteria for map and text changes would shift some initial recommendation authority between the Planning Commission and Hearings Examiner, although final decisions would continue to rest with the City Council.

Request: On Monday, December 3, 2018, subject to second reading and public hearing, approve ordinances.

Mayor McEnemy-Ogle read the titles of the ordinances into the record.

Mayor McEnemy-Ogle opened the public hearing and received the following testimony:

- Phil Wuest, representing the applicant for the Four Seasons development agreement, spoke in support of the change.

There being no further testimony, Mayor McEnemy-Ogle closed the public hearing.

Bryan Snodgrass, Principal Planner, provided an overview of the proposed Comprehensive Plan and zoning code updates.

Motion by Councilmember Glover, seconded by Councilmember Hansen, and carried unanimously to approved ordinance M-4251, related to the Four Seasons request.

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to approved ordinance M-4252, related to the Delta Plaza request.

Motion by Councilmember Hansen, seconded by Councilmember Topper, and carried to approved ordinance M-4253, related to the Comprehensive Plan and Zoning Code map amendments.

Motion by Councilmember Hansen, seconded by Councilmember Topper, and carried to approved ordinance M-4254, related to the Comprehensive Plan and Zoning Code text amendments.

7. Repeal and Replacement of VMC 20.870 Human Services Facilities Siting Ordinance

Staff Report 176A-18

AN ORDINANCE of the City of Vancouver, Washington, regarding the siting of Human Service Facilities; Repealing VMC 20.870 "Human Service Facilities"; Amending VMC 20.160.020 "Listing of Use Classifications", VMC 20.180.060 "Planning Fees", VMC 20.210.020 "Types of Development Applications", VMC 20.410.030 "Uses" of Lower Density Residential Districts, VMC 20.420.030 "Uses" of Higher Density Residential Districts, VMC 20.430.030 "Uses" of Commercial and Mixed Use Districts, VMC 20.440.030 "Uses" of Industrial Districts, VMC 20.450.030 "Uses" of Open Space Districts, VMC 20.945.070 "Minimum Off-Street Parking Requirements"; providing for severability; and providing for an effective date.

Summary

In 1991 following an extensive public process to address a perceived over-concentration and corresponding negative effects of homeless shelters, soup kitchens and related services in the downtown, and upon

recommendations from a task force commissioned by the City Council, the City adopted a set of zoning laws that resulted in the mandatory dispersal of and operational requirements for new Human Service Facilities - uses that serve the poor such as shelters, food pantries, day centers, group meal service, counseling, etc. The siting restrictions of VMC 20.870 "Human Services Facilities Siting" make it more difficult for service providers to find a suitable location for their use, and require compliance with certain operational standards.

At a May 2, 2016 Council workshop, the City Attorney's Office raised concerns with the Human Services Facilities (HSF) Siting Ordinance in regard to applicable laws that prohibit discrimination against people based on their familial status or disabilities, including Title VIII of the Civil Rights Act, the Fair Housing Act, and a ruling from the 9th Circuit federal Court of Appeals. The attorney's analysis noted that the conclusions of the task force and subsequently-adopted ordinance had been based at least in part on stereotypes of clientele who utilize such services, as opposed to data which showed a close correlation to perceived impacts.

At the same workshop, City Council directed staff to bring forward an ordinance that would repeal and replace the Human Services Facilities (HSF) Ordinance in order to insulate VMC Title 20 from possible legal challenge. Additionally, City Council directed staff that, to the extent possible, such replacement language should address neighborhood concerns with respect to any identified adverse effects from the siting of such uses, and that new regulations should further seek to minimize unintended impacts on existing businesses.

For the past two-plus years, city staff have worked with service providers and neighborhood and business stakeholders to understand concerns and draft ordinance language, and have discussed options with city leaders at six Planning Commission workshops and a public hearing, and five City Council workshops. On September 25, 2018 the Planning Commission held a public hearing and recommended the City Council approve an ordinance to repeal and replace VMC 20.870. On November 19, 2018, City Council considered the Planning Commission's recommended draft ordinance (referred to as Option A) and a slightly less-restrictive version of the draft ordinance (referred to as Option B) and, following public testimony, directed staff to schedule Option B as the preferred version for consideration at a public hearing.

The proposed ordinance would (a) repeal the current Human Services Facilities Siting Ordinance, VMC 20.870, in its entirety, (b) eliminate the minimum spacing requirement between such uses, (c) integrate all human service uses into the most similar use classification, so that wherever the most similar use is permitted, the human service use would also be permitted, and (d) eliminate all special performance standards that currently

apply to the operation of all human service facility uses. Lastly, in order to address a concern raised by both Planning Commission and City Council regarding a large application fee for a conditional use permit that service providers would need to pay, the proposed ordinance includes a reduced conditional use permit application fee for shelters, group meal service, and community centers (reduced from \$7,450 to \$1,328).

Request: On Monday, December 3, 2018, subject to second reading and public hearing, approve ordinance, which repeals and replaces VMC 20.870 entitled "Human Services Facilities Siting."

*Chad Eiken, Community & Economic Development Director,
487-7882*

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

Chad Eiken, Community and Economic Development Director, provided background information and an overview of the proposed ordinance.

Mayor McEnemy-Ogle opened the public hearing and received the following testimony:

- Eric Lambert, Vancouver, spoke in opposition to repealing the Human Service Facilities Siting ordinance, expressing concerns that it would allow such facilities to be located in disadvantaged neighborhoods and cause property values to fall.
- Kate Budd, Executive Director of Council for the Homeless, spoke in support of the ordinance, stating the current ordinance disproportionately affects people experiencing homelessness.
- Amy Reynolds, Deputy Director for Share, spoke in support of the ordinance, stating it is the most fair and will treat nonprofits like other types of businesses.
- Eric Hovee, Vancouver, spoke in opposition to repealing the Human Service Facilities Siting ordinance, stating it does not account for potential spill over into neighborhoods and will have unforeseen negative consequences.
- Heidi Owens, Vancouver, expressed concerns about the zoning provisions in the proposed ordinance, as human service facilities would likely site mostly on the west side of Vancouver, and she supported maintaining a requirement for such facilities to acquire a conditional use permit so people can come to the table and communicate their expectations before a facility is permitted.

- Jim David, Vancouver, representing Share, spoke in favor of the ordinance, stating it has been a two-year process during which there has been a lot of community input.
- Mayor McEnerny-Ogle read a statement submitted by Ted Gathe, former City Attorney, in support of the proposed ordinance.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Councilmember Topper reiterated Mr. Gathe's statement that the adoption of the ordinance would insure that the siting of social service facilities in the future will be done in a more just, equitable and legal manner.

Councilmember Stober stated that the ordinance would be much more complete if the Planning Commission had forward with an option that applies all of the requirements originally proposed to apply to human service facilities to all businesses of the same class, as he has heard plenty of concerns for neighbors relating to the siting of other businesses, such as hotels and restaurants. But he stated the current ordinance is the best option that was presented to Council. He noted that every single business and organization has a responsibility to be a good neighbor and considerate of its impacts on the community.

Councilmember Glover thanked staff for bringing forward a good ordinance that is much more compatible with the direction of the community. She stated she has heard the concerns of the neighbors and committed to doing everything she can to ensure the provisions of the code are upheld.

Councilmember Lebowsky stated she supports the ordinance, as the City needs to have codes that are legally defensible. She stated that those who want to require a conditional use permit for human service facilities should ask why that is, as it is likely because of the potential users of the facility, and that reason is not equitable or defensible. She stated she echoed Councilmember Stober's statement regarding a business's responsibility to the community.

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously to approved Ordinance M-4255.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

a) Oregon Value Pricing Proposal Update

Rebecca Kennedy, Long Range Planning Manager, provided Council

with an update on the Oregon value pricing proposal.

Adjournment

8:29 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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



CITY COUNCIL MEETING MINUTES

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Anne McEnerny-Ogle, Mayor

Bart Hansen | Bill Turlay | Alishia Topper | Ty Stober | Linda Glover | Laurie Lebowsky

November 26, 2018

WORKSHOPS

Vancouver City Hall - 415 W 6th Street, Vancouver WA

All present

**4:00-4:30 p.m. Fenton Park Acquisition: Park Impact Fee District
5/C**

*Presenters: Julie Hannon, Parks & Recreation Director, 487-8309;
Monica Tubberville, Senior Planner, 487-8353*

Summary

Parks and Recreation staff provided Council with an overview of a proposed park land acquisition.

4:30-5:30 p.m. Emergency Management Update

Presenter: Gene Juve, Emergency Preparedness Manager, 487-8603

Summary

The City's emergency preparedness manager provided Council with an overview of the City's Emergency Management program, and reported on recent initiatives.

5:30-6:00 p.m. Public Works Operations Center Replacement Project Update

Presenter: Brian Carlson, Public Works Director

Summary

Staff provided Council with an updated on the Operations Center replacement project.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

City Hall - Birch Conference Room

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

The Consent Agenda meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle in the Council Chambers of City Hall, 415 W. 6th Street, Vancouver, Washington.

Present: Councilmembers Lebowsky, Glover, Stober, Topper, Turley, Hansen, Mayor McEnerny-Ogle

Absent: None

Citizen Communication (Items 1-5)

Mayor McEnerny-Ogle opened Citizen Communication and, receiving no testimony, closed Citizen Communication.

Consent Agenda (Items 1-5)

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously to approve Items 1-5 of the Consent Agenda.

1. Contract with Humane Society for Southwest Washington

Staff Report 177-18

Summary

The City has a long-standing contractual relationship with the Humane

Society for Southwest Washington (Society) to care for animals brought to their shelter, pursuant to Vancouver Municipal Code, Chapter 8.24, by the Clark County Animal Protection and Control officers on behalf of the City or which are brought in by members of the public who find stray animals within the City limits. The Society does not charge the City for the care of owner-surrendered animals.

The current contract expires December 31, 2018, and the City is proposing a new contract for three years, 2019-2021, with the option of two 1-year extensions. Care and shelter services include 3-5 days of boarding, veterinary care, redemption services and adoption/placement services. Animal Protection and Control Officers have access to the shelter on a 24/7 basis. In 2017, the Humane Society took in and cared for 1,708 animals on behalf of the City that were either brought in by Animal Protection and Control or by members of public at a cost of \$299,220. Animals included 678 dogs, including puppies, and 854 cats and kittens, plus chickens, guinea pigs and rabbits.

For the new contract, the Society is proposing a rate of \$230 per animal for 2019 (up from \$215 in 2018), \$245 per animal for 2020, and \$260 for 2021. This rate applies to dogs, cats and domestic rabbits. For feral cats there is a reduced rate of \$150 per animal. For small animals, other than dogs, cats or domestic rabbits, the rate is \$75 per animal and a reduced rate of \$25 per wild animal (wild birds, raccoons, squirrels, etc.), which are accepted for euthanasia purposes only.

The Society calculates that the cost of providing care and shelter services is \$290 per animal and the Society's fundraising efforts make up the difference between what the City pays and the actual cost. The Society operates the only shelter facility in SW Washington that has the capacity to handle the volume of stray and owner surrendered animals serviced under this contract. There are other shelters in the Portland metro area but their costs per animal are either comparable or higher than the Humane Society for SW Washington.

Through the work of the Society, including the spay/neutering programs and the feral cat program, the number of stray animals brought to the shelter has been declining every year. So while the cost per animal is increasing, the annual cost of the shelter contract has stayed relatively consistent.

Request: Authorize the City Manager or designee to sign a new contract for animal shelter services with the Humane Society for SW Washington.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

Motion approved the request.

2. 2018 Revisions to the 2016-2021 Strategic Plan

Staff Report 178-18

A RESOLUTION modifying the City's 2016-2021 Strategic Plan.

Summary

On March 7, 2016, the City Council adopted a new Strategic Plan for 2016-2021. Part of the implementation of the plan was the creation of a "Strategic Plan Oversight Committee", made up of community volunteers led by the Mayor Pro-Tem. The Committee's charge is to monitor the implementation of the plan, including reviewing it twice a year and proposing potential changes to City Council on an annual basis.

For 2018, the Committee is proposing the following revisions to the strategic plan:

- *One missing component in the Strategic Plan is a vision for the future of the community. The "Vancouver Community Vision" was adopted almost two decades ago and is being used as part of the Stronger Vancouver initiative. The Strategic Plan Oversight Committee is recommending it be added to the Strategic Plan.*

"Birthplace of the Pacific Northwest, Vancouver is the heart of southwest Washington, connecting people and places throughout the region. The mighty Columbia River is the link to our past and a key to our future. We are a safe and welcoming city for all ages, incomes, abilities and backgrounds, with proud, unique and vibrant neighborhoods. We are dedicated to preserving our heritage and natural beauty while welcoming the opportunities change brings to our lively metropolitan community. We are the most livable city in the Pacific Northwest. Residents and businesses across our city are passionate about building a thriving, prosperous and sustainable community together."

- *Objective 8.2, Action 1, "To provide additional local job opportunities, implement the following subarea plans" is revised to "To provide additional local job opportunities and revitalize and enhance commercial districts, implement the following subarea plans".*
- *Objective 8.2., Action 1(d), "Vancouver City Center Vision" is deleted because it is a duplicate of Objective 8.1.4.*
- *The City, Fort Vancouver Libraries District and Vancouver School*

District have entered into an MOU to build a new center for Arts, Education and Innovation at the city-owned site of the old main library on Mill Plain Blvd. With this step, the City is moving from an “influence” role in the art/cultural center to partner or lead. The recommendation is that Objective 10.1, Action 9, “Support creation of an arts/cultural center” is moved from Goal 10, “Use our influence to support community partners’ actions, projects and initiatives that improve our community’s livability and prosperity” to Goal 5, “Continue to build high quality historical and cultural experiences for residents and visitors” and becomes Objective 5.2, Action 4.

Request: On November 26, 2018, adopt a resolution approving the 2018 revisions to the 2016-2021 Strategic Plan.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

Motion approved the request.

3. Interlocal Agreement with Clark College for Acceptance of City of Vancouver-owned Bike Lockers on Clark College Property for Student and Employee Use

Staff Report 179-18

Summary

In 2016, given the ongoing success of the City’s Destination Downtown program, the City looked at opportunities to expand transportation demand management services to two new areas: the westside industrial area and the Clark College campus. Assessments were completed to determine if both areas had the structure, services, and support for the implementation of transportation demand management programs. Survey results, data analysis, and discussions with staff and students indicated strong interest in the development of a transportation demand management (TDM) program at Clark College.

Working with College staff and the Associated Students of Clark College, the need for secure bicycle parking was identified as a top TDM priority to help encourage students to ride their bikes to school. The City already has numerous eLock electronic bicycle lockers in the downtown area; in order to create a more seamless system, the same type of lockers was purchased for installation at the Clark College campus. The City will retain ownership of the lockers while Clark College will maintain the lockers and address any user issues that may arise.

Request: On November 26, 2018, authorize the City Manager or his

designee to sign an interlocal agreement with Clark College to allow for the use of City-owned bicycle lockers by Clark College students and employees on Clark College property.

Jennifer Campos, Principal Planner, 487-7728

Motion approved the request.

4. Comprehensive Plan, Zoning Map and Text Changes

Staff Report 180-18

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for certain properties, authorizing the City Manager to enter into a Development Agreement governing future development of the property, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for a site specific property, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Comprehensive Plan and Zoning map designations for 37 site specific properties, providing for severability, and providing for an effective date.

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending text of Vancouver Comprehensive Plan Chapter 5 and Appendix D, and Vancouver Municipal Code 20.160, 20.210, 20.220, 20.270, 20.285, 20.310, 20.320, 20.410, 20.420, 20.430, 20.440, 20.450, 20.690, 20.885, 20.890, 20.895, 20.910, 20.945; providing for severability; and establishing an effective date.

Summary

The Four Seasons Residential map change proposal is from Community Commercial (CC) and Mixed Use (MX) zoning to R-22 and R-18 on approximately 11 acres near the intersection of NE 112th Avenue and 28th Street. A Development Agreement (DA) is included to ensure future development complies with applicable standards and addresses issues raised by the very small single family lot development envisioned.

Neighbors to the southwest testified with concerns that future development would block their direct access to nearby commercial uses. A condition was added to the DA ensuring pedestrian access through the southwest portion of the site. See pages 1 and 4-6 of November 5 City Council work shop memorandum.

The second private map change request, Delta Management, is for a Light Industrial (IL) to General Commercial (GC) zone change on 0.3 acres on the south side of Columbia House Blvd near Grand Avenue. The proposal site is surrounded on three sides by undeveloped industrially-zoned property already owned by the applicant. See pages 2 and 7 of the November 5 memorandum.

The 37 staff-identified map corrections are addressed in page 8 of the memorandum. The Comprehensive Plan text changes are addressed on page 9.

The 20 zoning code text changes are primarily updates to reflect application submittal changes, and to other code corrections and updates. See pages 3 and 11-34. Advance written testimony was submitted for one change, regarding requirements for subdivision applications. Staff modified the proposal before the Planning Commission hearing to require surveyor preparation of existing conditions plans only, and to make no changes regarding as-built plans submittals. No testimony was offered at the hearing.

Two of the zoning text changes drew no testimony but have modest policy implications: First, a proposed change would allow affordable housing projects in most commercial zones under limited circumstances without providing first floor retail as currently required. Second, an update to review criteria for map and text changes would shift some initial recommendation authority between the Planning Commission and Hearings Examiner, although final decisions would continue to rest with the City Council.

Request: On Monday, November 26, 2018, approve ordinances on first reading, setting date of second reading and public hearing for Monday, December 3, 2019.

Bryan Snodgrass, Principal Planner, 487-7946

Mayor McEnemy-Ogle read the titles of the ordinances into the record.

Motion approved the request.

5. Approval of Claim Vouchers

Request: Approve claim vouchers for November 26, 2018.

(Copy available upon request)

Motion approved claim vouchers for November 26, 2018, in the amount of \$3,705,040.55.

Citizen Forum

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

- Danielle Jokela, Vancouver, expressed concerns about designated hate groups being allowed to assemble at the college campuses in Clark County.
- Gabriela Ewing, Vancouver, expressed concerns about designated hate groups being allowed to assemble at the college campuses in Clark County. She urged the Council to take actions to ensure this is not allowed in Vancouver.
- Steve Tubbs, Vancouver, urged the Council to take a leadership role in addressing climate change.
- Dylan Guydish, Portland, Oregon, representing Oceana, requested the Council pass a resolution opposing offshore oil drilling in the Pacific Northwest.
- Sariah Zambrano, Vancouver, requested the Council make a formal renunciation of hate speech, bigotry, white supremacy and political violence.
- Martha Wiley, Vancouver, urged the Council to take measures to address the harmful effects of climate change.
- Jasmine Rucker, Vancouver, representing Southwest Washington Communities United for Change, read a statement on behalf of the organization urging the Council to commit to ensuring all people and communities are equally considered in policy and budgetary decisions, and formally denouncing the activities of recognized white nationalist groups.
- Ann Crandall, Vancouver, expressed concerns about references of City park land near Franklin Elementary school as "Lynch Park" due to the hurtful and negative connotations of that term for people of color in the community. She urged the Council to find a way to honor Ed and Dollie Lynch but also being sensitive in the choice of name for the park.
- Dale Robertson, Vancouver, expressed concerns about references of City park land near Franklin Elementary school as "Lynch Park" due to the hurtful and negative connotations of that term for people of color in the community.
- Cecelia Towner, Vancouver, representing Black Lives Matter, expressed concerns about City VMC 19.12.100 relating to parking on city streets in the same place longer than 24 hours. She stated she has a neighbor that is using the provision to harass her through continual code complaints. She also expressed concerns about references of City park land near Franklin

Elementary school as "Lynch Park" due to the hurtful and negative connotations of that term for people of color in the community and suggested finding another name that would honor Ed and Dollie Lynch.

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

Adjournment

7:03 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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

Multifamily Tax Exemption and Impact Fee Waiver Proposals

Columbia Street Rehab & WDC Construction (VW5); The Pacific

VANCOUVER
CITY HALL



City Council Workshop
December, 17, 2018

Peggy Sheehan,
Community Development Programs Manager

Presentation Overview

Multifamily Tax Exemption Proposals

- Columbia Street Rehabilitation- 1714 Columbia St
- WDC VW 5- 701 E McLoughlin

Impact Fee Waiver Proposal: The Pacific

- Impact Fee background and program basics
- Low Income Housing definition
- Impact Fee Waiver process
- Project details
- Next Steps

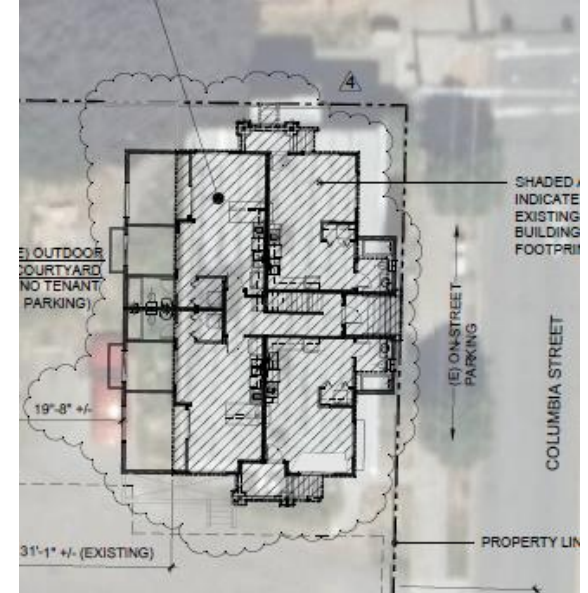
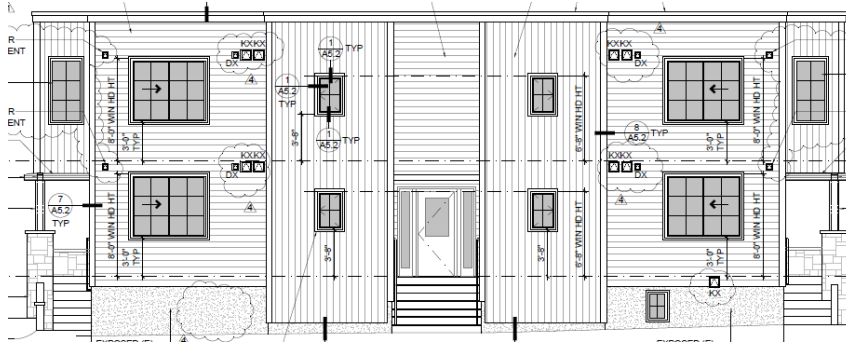
Columbia Street Rehab MFTE Request

Proposed Project – Columbia Street Rehab

Developer: Columbia Uptown LLC

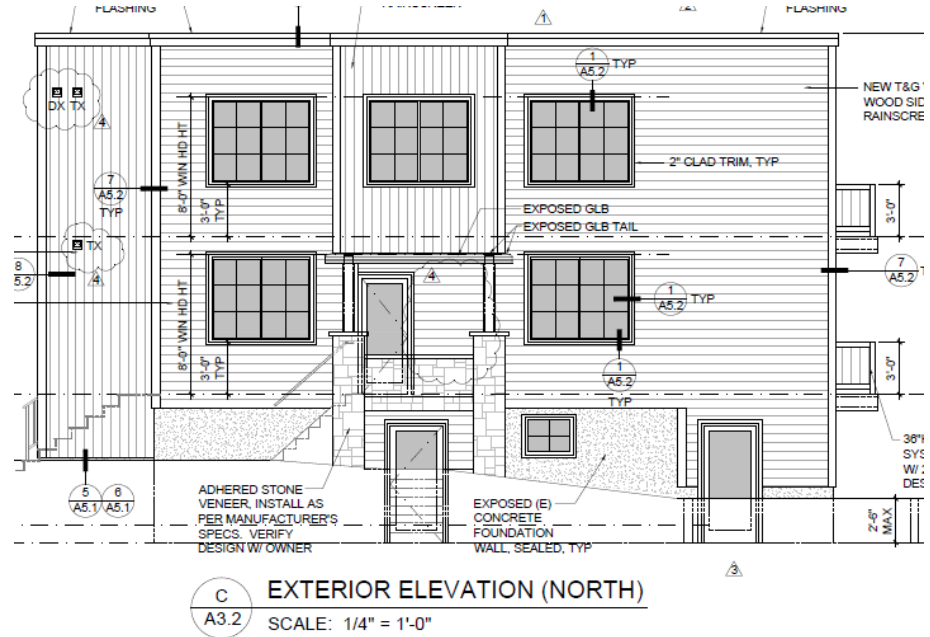
Project location: 1714 Columbia Street

Requested exemption: 10 year exemption option



Project Overview- Columbia Street Rehab

- 3 story multifamily building
- 10 residential units (studio, 1-BD)
- 10 on-site parking spaces
- \$1.6 million development cost



Unit Mix and Monthly Rent-Columbia Street Rehab

Unit Type	Projected Monthly Rent	# Units
Studio	\$995	3
1 bed/ 1 bath	\$1,200	3
1.5 bed/ 1 bath	\$1,275	2
1.5 bed/ 1 bath	\$1,300	2

Tax Summary- Columbia Street Rehab

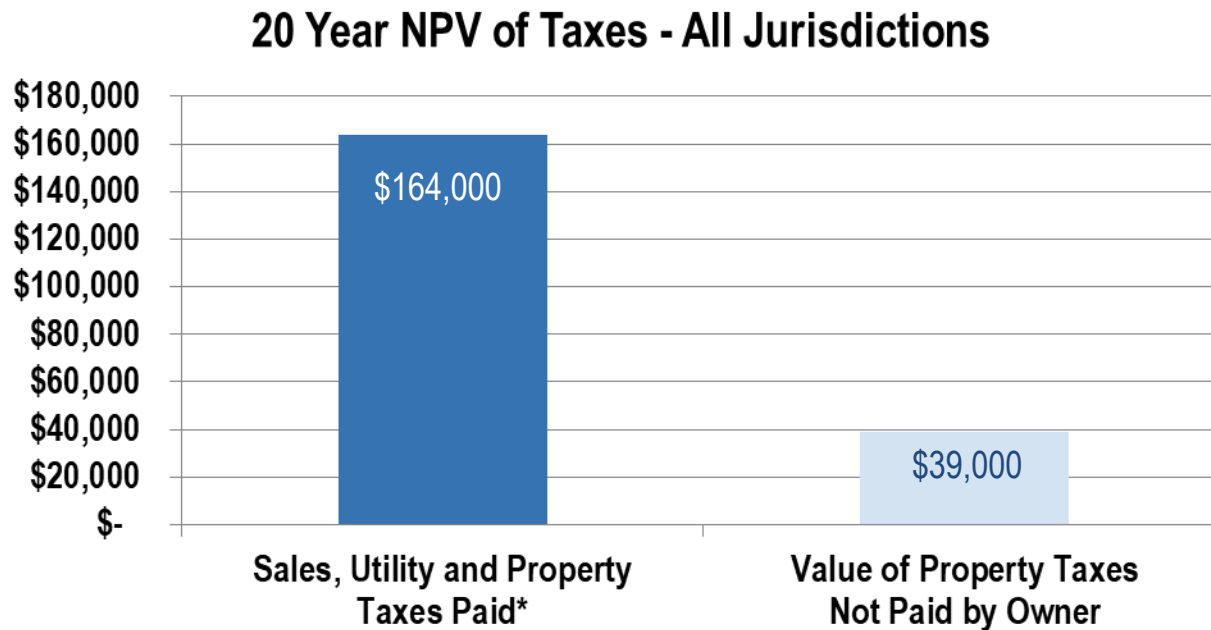
If exemption granted and project developed:

Net Present Value of Tax Revenue (20 years)**	
Total New Tax Revenue	\$164,000
New City of Vancouver Tax Revenue	\$23,000
Total Lost Property Tax Revenue	\$39,000
City of Vancouver Lost Property Tax Revenue	\$12,000
Developer Property Tax Savings	\$70,000

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

Tax Analysis (All Tax Districts)- Columbia Street Rehab

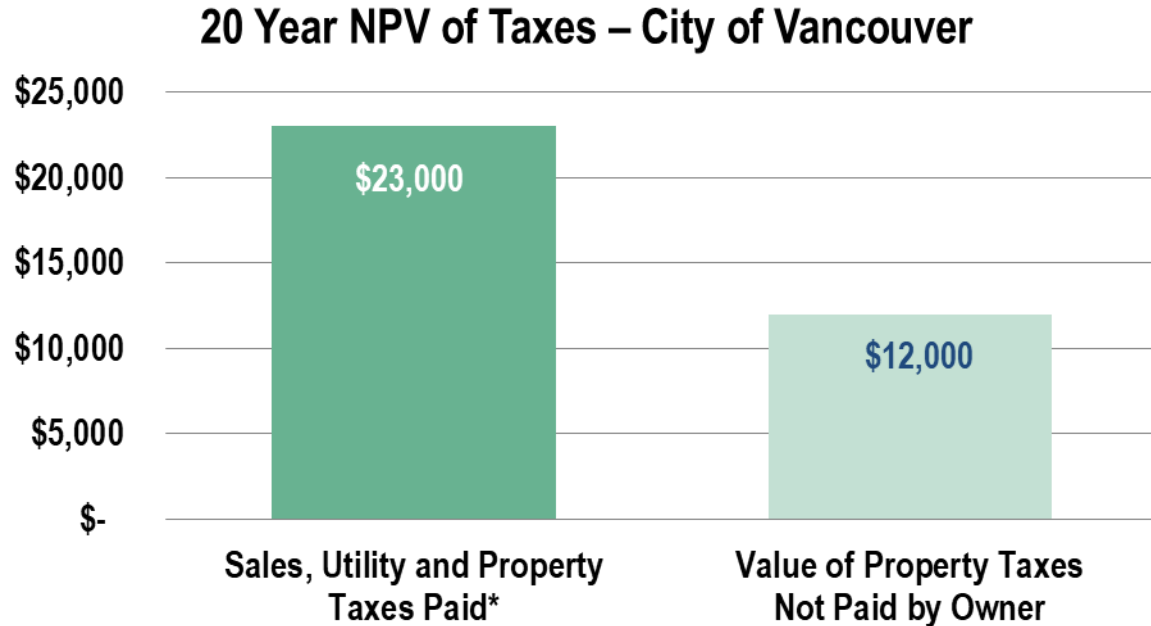
If exemption granted and project developed:



*Analysis performed over 20 years to include property taxes collected after exemption expires.

Tax Analysis (City Portion)- Columbia Street Rehab

If exemption granted and project developed:



*Analysis performed over 20 years to include property taxes collected after exemption expires.

VW 5 MTFE Request

Proposed Project

Developer: VW 5 PDX LLC

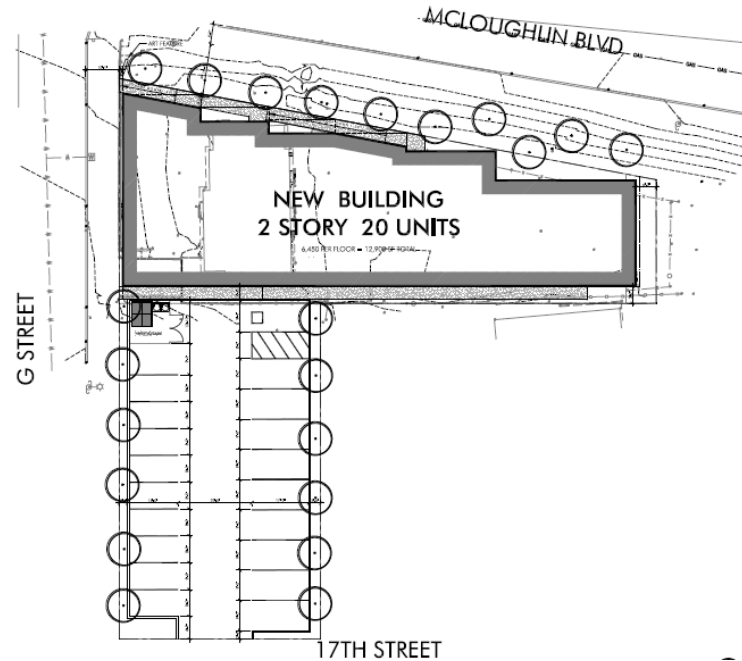
Project location: 701 E MCLOUGHLIN BLVD, VANCOUVER, 98663

Requested exemption: 8 year 20% affordability



Project Overview

- 20 unit 2 Story building
- 12,900 sq. ft.
- 9 Studios
- 4 1 BD, 1 BA units
- 7 2 BD, 1 BA units
- 20 on-site parking spaces
- \$2.9 million development cost



Unit Mix and Monthly Rent

Unit Type	Projected Monthly Rent	# Units
Studio	\$900	9
1 bed/ 1 bath	\$1,200	4
2 bed/ 1 bath	\$1,400	7

Tax Summary

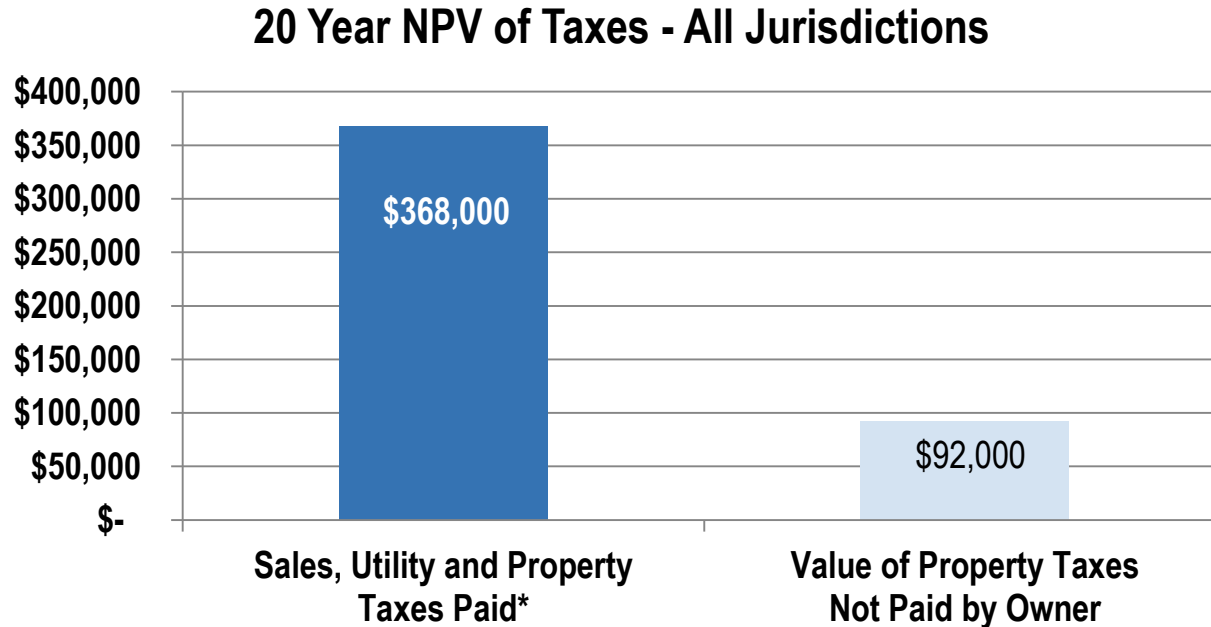
If exemption granted and project developed:

Net Present Value of Tax Revenue (20 years)**	
Total New Tax Revenue	\$368,000
New City of Vancouver Tax Revenue	\$137,000
Total Lost Property Tax Revenue	\$92,000
City of Vancouver Lost Property Tax Revenue	\$36,000
Developer Property Tax Savings	\$172,000

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

Tax Analysis (All Tax Districts)

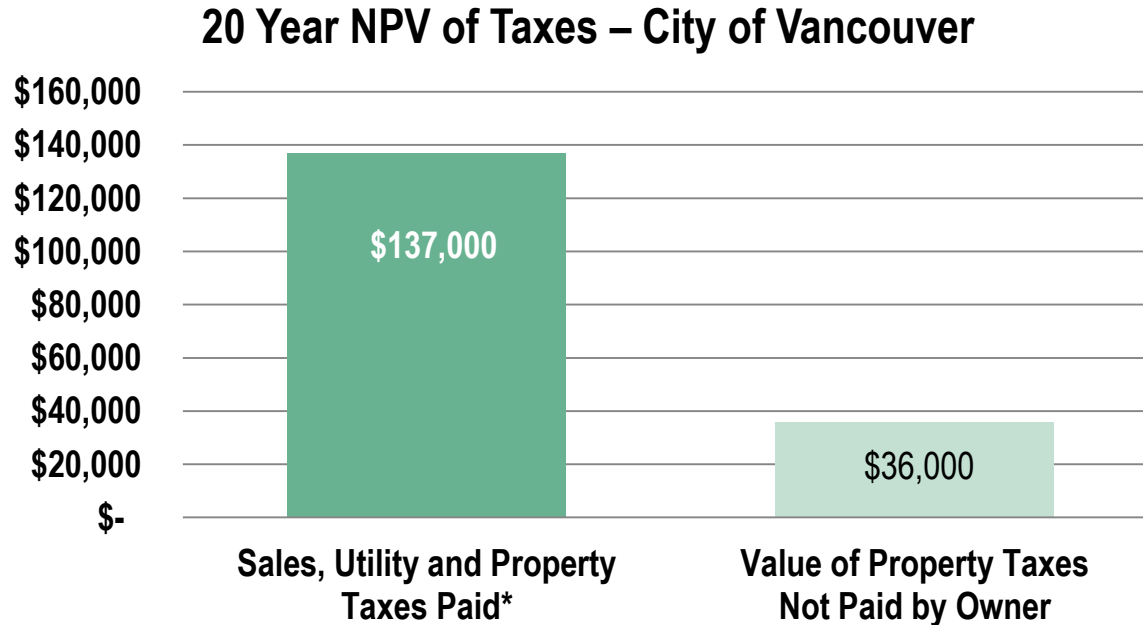
If exemption granted and project developed:



*Analysis performed over 20 years to include property taxes collected after exemption expires.

Tax Analysis (City Portion)

If exemption granted and project developed:



*Analysis performed over 20 years to include property taxes collected after exemption expires.

Next Steps/Timeline

- City Council public hearing on resolution January 7, 2019

The Pacific Impact Fee Waiver

Background

- In 2004 Council adopted Ordinance M-3643 allowing collection of impact fees for developments.
- In 2016 Council adopted Ordinance M-4154 allowing exemption of impact fees for qualifying low income housing.

Impact Fee Waiver Application (Low Income - Multi-Family)

What am I required to submit?

- ☐ Completed application form.
- ☐ Prepared covenant (document template attached)

Application Form:

Ownership Information:
Property Owner(s)/Lien Grantor(s) (list full legal name(s)/corporate identities of all owners listed on the title): _____

Preferred contact person: _____

Mailing address: _____

Telephone: _____ Email: _____

Applicant Name: _____

Property Information:
Property address: _____

Building permit number: _____ Parcel number: _____

Legal description of the property (please attach as Exhibit A)

Project Description:

of Multi-Family Units: _____ # of Buildings: _____

Does your project include any funding that limits the income or rent?

☐ Yes ☐ No If yes, please list these other funding sources: _____

Things To Consider

#1 Impact fee waiver applies only to low-income housing*

#2 Waivers of four or more dwelling units require Council approval.

#3 Project that have received City of Vancouver property tax exemption do not qualify for impact fee waiver.

#4 Waiver only applies to Park Impact, Traffic Impact and School Impact** fees.
**School district(s) must consent in writing of any exemption from school impact fees within 30 days of written request for approval.

#5 Only 80% of impact fee amount can be waived.

#6 Rental units must remain affordable to low-income households for at least 15 years, and owner-occupied units must be sold or leased only to low-income households for 10 years.

*Definition of low-income housing: housing for which the monthly housing expense is no greater than 30% of eighty percent of the median family income adjusted for family size for Clark County, WA, as reported by the US Department of Housing and Urban Development.

5-17

360-437-7800 | permitcenter@cityofvancouver.us | www.cityofvancouver.us/permits

CITY OF
Vancouver
WASHINGTON

Impact Fee Basics

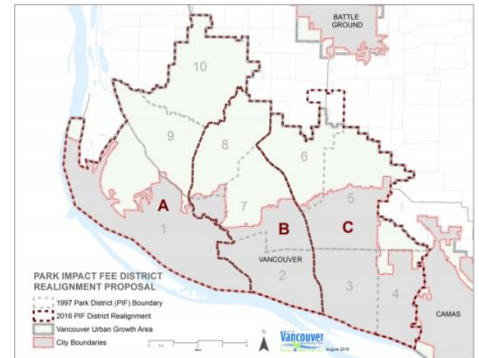
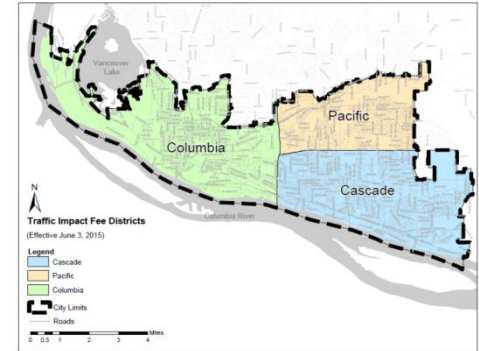
Impact fees ensure that adequate facilities for schools, parks, and roads are available to serve new development.

Project developers pay a proportionate share of the cost of new facilities needed to serve growth in the surrounding service districts.

School District Impact Fees	
School District	Multifamily Rate
Vancouver	\$2,381.93
Evergreen	\$7,641.00
Camas	\$5,371.00

Traffic District Impact Fees	
District	Rate per trip
Columbia	\$163
Cascade	\$223
Pacific	\$290
Mill Plain Overlay	\$10

Park Impact Fees	
District	Multifamily Rate
A	\$1,639
B	\$1,739
C	\$1,565



Low Income Housing Definition

- 2016 Council approved waiver of impact fees to spur affordable housing
- Affordable housing is defined as the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.

1-Person Household		2-Person Household		4-Person Household	
Annual income	Max. affordable rent 1 BDRM	Annual income	Max. affordable rent 2 BDRM	Annual income	Max. affordable rent
\$45,600	\$1,140	\$52,160	\$1,304	\$62,120	\$1,558

Impact Fee Exemption Process

For traffic and park impact fees:

- Developments of up to three units may be waived by staff administratively.
- For developments of four or more units Council shall, by Resolution, vote to partially exempt or fully waive low income housing developments from impact fees.

For school impact fees:

- School districts must provide written consent to waive school impact fees.

Note – school districts generally do not provide impact fee waivers.

Impact Fee Exemption Process

The City Council may either:

- Grant a partial exemption of up to 80% of impact fees, in which case there is no requirement to pay the exempted portion of the fee from public funds other than impact fee accounts; or
- Provide a full waiver, in which case the remaining 20% of the exempted fee must be paid from public funds other than impact fee accounts.

Developers shall record a covenant with the Clark County Auditor stating:

- Prohibition to use property for any purpose other than for low-income housing; and
- If converted to another use, pay impact fees applicable at the time of conversion.

The Pacific- 7818 NE 32nd Street

18 unit multifamily development for people exiting homelessness and low income people with developmental disabilities/special needs.

The building will be master leased by Share for formerly homeless individuals.

All units will be occupied by individuals earning less than 50% of AMI.

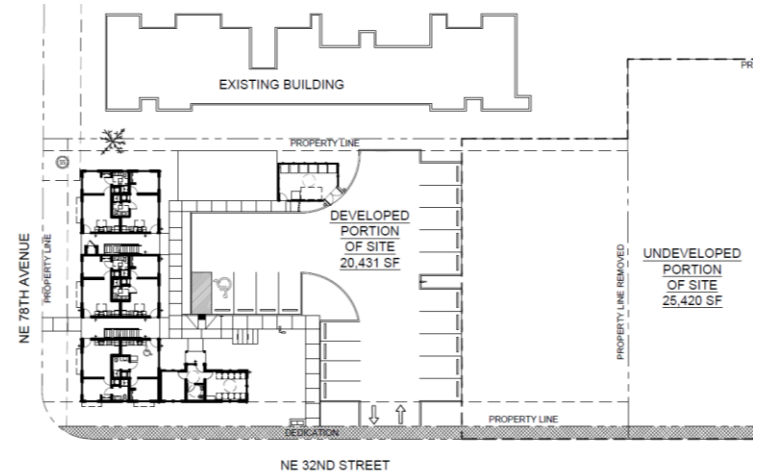


Potential Waiver Projects

The Pacific Impact Fees (rounded to closest dollar amount)

	Total	80% Waiver	20% Remainder
Traffic Impact Fee	\$30,600	\$24,480	\$6,120
Park Impact Fee	\$31,302	\$25,042	\$6,260
Total COV	\$61,902	\$49,522	\$12,246
School Impact Fee*	\$42,875		

*Vancouver Public Schools denied the request to waive school impact fees in this case.



Next Steps –

January 7, 2019 Council Meeting-

- Present Resolution to City Council to waive impact fees.
- If resolution passes, require applicant to record covenant running with the land to maintain low income housing status.

Questions and Discussion

Peggy Sheehan- Programs Manager

Peggy.sheehan@cityofvancouver.us

(360) 487-7952

www.cityofvancouver.us/affordablehousing



MFTE Program Overview

- Authorized under state legislation
- **Purpose:** Increase residential opportunities, including affordable housing, in designated urban centers
- **Target areas:** Currently available in City Center and Fourth Plain areas

Tax Implications of MFTE Program

New residential improvements

- Not subject to property taxes for duration of approved MFTE period (8, 10 or 12 years)
- Added to tax rolls when exemption expires

New non-residential improvements

- Subject to property taxes

Land

- Subject to property taxes

Other taxes (construction & retail sales and utility, impact fees)

- Not affected by MFTE program

Tax Implications of MFTE Program

- **Property owner:** Pays no property taxes on value of new multifamily improvements for the duration of the exemption
- **Local tax districts with regular levies:** Levy increase and assessed value on new construction is delayed for the duration of the exemption
- **School district M&O levies, school district bonds and library district bond:** Implemented as usual – very small increase in tax rate due to delay in adding new construction assessed value

Exemption Options

8 years

- **Market-rate** properties with approved **Development Agreement**

8 years

- Properties with 20% of units for tenants earning up to **100% AMI**

10 years

- Properties with 20% of units for tenants earning up to **80% AMI**

12 years

- Properties with 20% of units for tenants earning up to **60% AMI**

Income and Rent Limits

Annual Income By Household Size and AMI

Household Size	1	2	3
100% AMI	\$57,000	\$62,500	\$73,000
80% AMI	\$45,600	\$52,100	\$58,600

Expected Monthly Maximum Rent and Utilities (30% of income)

Household Size	1	2	3
100% AMI	\$1,425	\$1,630	\$1,833
80% AMI	\$1,140	\$1,303	\$1,465

MFTE Project Pipeline

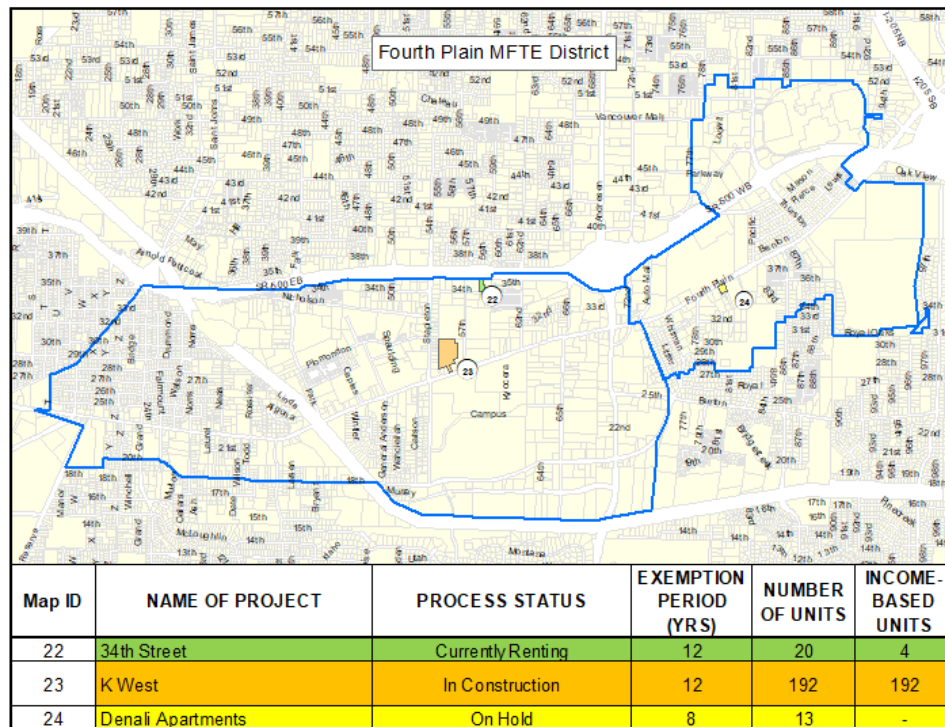
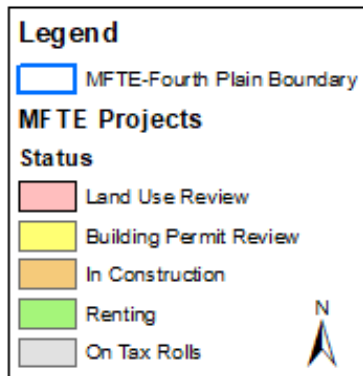
- 26 exemption requests to date
- 22 projects approved, 4 new requests
- Current status:
 - 3 out of exemption period
 - 9 renting
 - 5 under construction
 - 5 under land use permit review
 - 4 new requests
- Total of 2017 units approved to date including 492 income restricted

MFTE Projects – VCCV



Map ID	NAME OF PROJECT	PROCESS STATUS	EXEMPTION PERIOD (YRS)	NUMBER OF UNITS	INCOME-BASED UNITS
20	WDC VW 5	Building Permit Review	8	20	4
3	Prestige Plaza	Currently Renting	12	100	20
4	15 West	Currently Renting	12	120	120
5	13 West	Currently Renting	12	92	92
6	The Uptown	Currently Renting	8	167	-
8	1510 C Street	Currently Renting	8	18	-
10	E Street and 16th	Currently Renting	12	48	10
12	2000 and 2004 Broadway	Currently Renting	12	30	6
19	Broadway and 19th	Currently Renting	12	36	7
7	Our Hero's Place	In Construction	8	48	-
14	Waterfront Block 8	In Construction	8	207	-
15	Waterfront Block 6	In Construction	8	53	-
16	Waterfront Block 4 - Kirkland	In Construction	8	41	-
25	Columbia Street Rehab	In Construction	10	10	2
26	Waterfront Block 20	Land use plat review	8	230	-
9	610 Esther	Land Use Review	8	119	-
11	Hutton Block	Land Use Review	8	110	-
13	Jefferson Street	Land Use Review	12	92	19
17	Vancouvercenter - Fourth Tower	Land Use Review	12	113	22
21	Academy	Land Use Review	8	140	-
1	Heritage Place	On tax rolls	10	137	-
2	Uptown Village	On tax rolls	10	22	-
18	Vancouver Center	On tax rolls	10	112	-

MFTE Projects – Fourth Plain



Ambulance Contract Extension

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

December 17, 2018

Vancouver City Council Workshop
Chief Molina, Vancouver Fire Department

Prior Council Review

- 2013 – 2014 Council policy direction to establish an ambulance service contract reporting to the City of Vancouver
- 2015, 2016, 2017 – Workshops on ambulance service and outcomes
- May 21, 2018– Authorization to offer Five (5) year extension of contract with American Medical Response (AMR)

Presentation Overview

- Contract Highlights
- Performance Outcomes
- Contracted Service Area
- Response Time Performance Standard
- Staff Recommendation
- Next Steps/Timeline

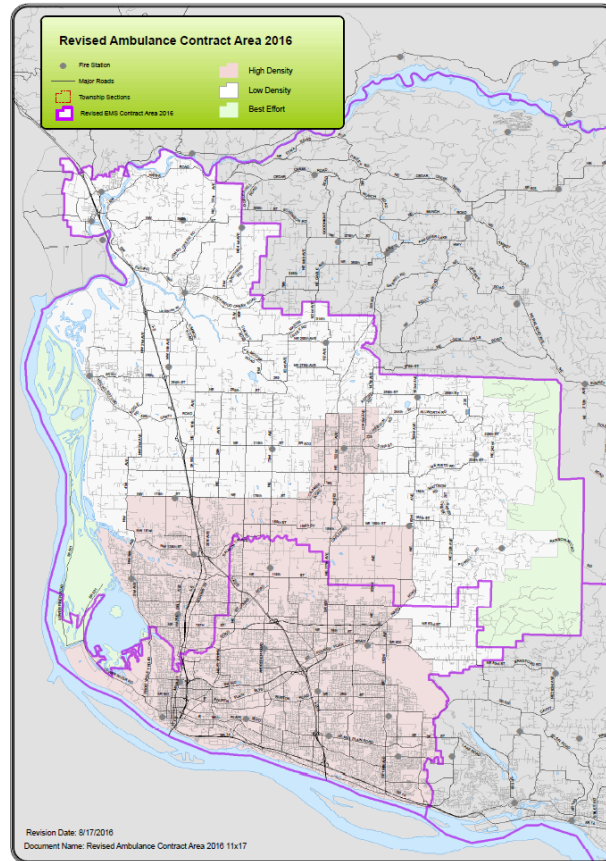
Contract Highlights

- Initial Five (5) year Agreement with the ability to offer an extension for up to Five additional (5) years
- Performance Contract
- No general fund support
- Provides ambulance services to Emergency Medical Service District #2 through an Interlocal Agreement

Performance Outcomes

- Substantial Compliance
- Sustainable
- Quality Care

Contracted Service Area



Compliant with Contractual Response Times $\geq 90\%$

Alarm Type	Standard Response Time
Priority 1 and 2 – High Density	9:59
Priority 1 and 2 – Low Density	19:59
Priority 3 and 4 – High Density	12:59
Priority 3 and 4 – Low Density	19:59
Priority 5 and 6 – High Density	17:59
Priority 5 and 6 – Low Density	29:59
Routine – EMSD2 Area Only – Scheduled (12 hr pre-scheduled)	≤ 15 mins
Routine – EMSD2 Area Only – Non Scheduled (less than 12 hr pre-scheduled)	≤ 60 mins

Staff Recommendation

- Authorize the City Manager to enter a Five (5) year extension to the City's ambulance services Agreement with AMR without any material changes to the Agreement.

Next Steps/Timeline

- Finalize extension
- Continue the City's approach to working closely with AMR to ensure delivery of the best results for the residents
- Optimizing VFD and AMR response resources
- Continue monthly monitoring of performance results
- 2023 – Start preparing next RFP

Questions and Discussion

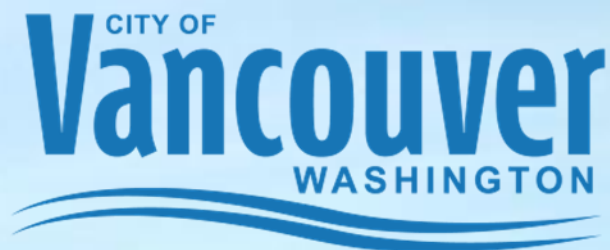
Chief Molina, Fire Chief

360-487-7201

Joe.Molina@cityofvancouver.us



Ambulance Contract Extension - 10





Introduction

- CFM State Affairs Team
- City of Vancouver Services
- Priorities in Oregon
- Oregon Election Results
- 2019 Oregon Legislative Preview

CFM's State Affairs Team



- Dale Penn



- Tess Milio

- Zack Reeves



What We Do For The City

State Affairs Services

- Legislative and Regulatory Monitoring
- Strategic Analysis
- Insider Perspective
- Legislative Guidance
- No Direct Lobbying

Priorities in Oregon

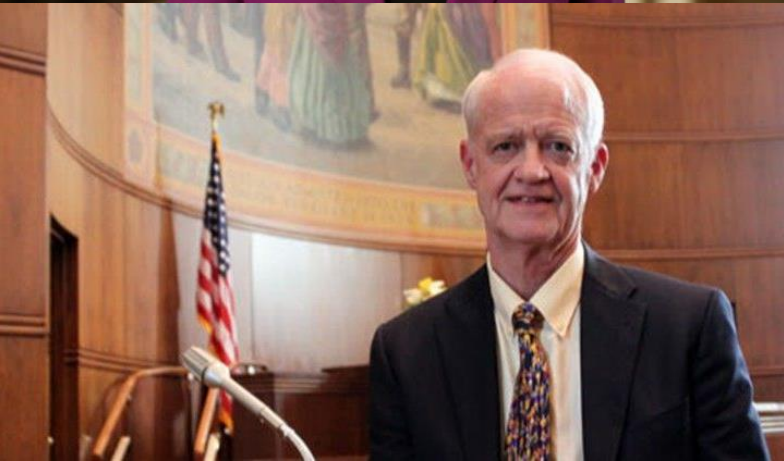
An aerial night photograph of a city, likely Portland, Oregon, showing illuminated buildings and streets. A prominent red horizontal bar is overlaid across the top of the image, partially obscuring the city skyline.

- Ongoing Issues

- Tolling of I-5 and I-205
- Rollout of HB 2017 (2017)

- 2019 Session Issues

- CRC Bridge Conversations
- Tax/Revenue Reform



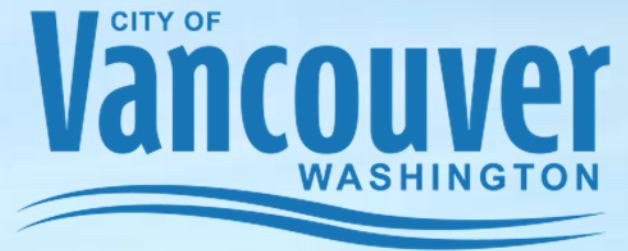
Oregon Election Results

- Oregon is bluer than ever
 - Democrats gain three State House seats, one State Senate Seat
 - House 38 (D) – 22 (R)
 - Senate 18 (D) – 12 (R)
- Supermajorities in both chambers
- Governor Kate Brown easily wins re-election

2019 Oregon Legislative Session



- Democratic majorities to have significant influence
 - *Cap and...?*
 - *Carbon policy*
 - *Revenue reform/Education funding*
 - *GRB calls for \$2b additional funds*
 - *Bridge conversations*
 - *Pay Equity*
 - *Paid Family Leave*
- New Republican leadership



Questions?



Staff Report 190-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Ambulance Contract Extension

Key Points

- The City and AMR entered into an Agreement for ambulance services for the City of Vancouver and the Emergency Medical Service District #2 (EMSD2) service area effective January 1, 2015.
- The initial contractual term was for a period of five (5) years with the ability of the City to offer an additional Agreement extension to AMR for a period of up to an additional five (5) years.
- During the current contractual period, AMR has been deemed to be substantially in compliance with the specifications defined in the Agreement.
- Council authorized the City Manager to make an offer of a five- (5) year extension to the Agreement to AMR on May 21, 2018.
- The City made an offer of extension to the Agreement with AMR by formal written notice on May 25, 2018, for an additional five- (5) year Agreement. AMR accepted the offer of extension on June 12, 2018.
- Staff recommends Council authorize the City Manager to enter an additional five- (5) year extension to the City's Agreement with AMR and extend the current Agreement through December 31, 2024.

Strategic Plan Alignment

Goal 2, Objective 2.1: Provide reliable and responsive police, fire and EMS services.

Present Situation

The City and AMR are parties to an Agreement that has AMR providing emergency medical transport to individuals within the City of Vancouver service area. The City additionally has entered an Interlocal Agreement with EMSD2 extending AMR's emergency and non-emergency medical transport to individuals within the EMSD2 service area. The service provided by AMR during the initial contractual period has been deemed to be substantially in compliance with the specifications defined in the Agreement. EMSD2 notified the City of its decision to participate in the five- (5)

year extension of the AMR Agreement on July 17, 2018. Based on AMR's performance to date, as well as EMS2's continued participation in the services provided by AMR, staff recommends entering an additional five- (5) year extension to AMR without any material changes to the Agreement.

Advantage(s)

1. Maintain sustainable, innovative and affordable ambulance medical transport.
2. Provide quality ambulance medical transport to residents of both the City of Vancouver
3. Maintain continuity of services and an established working relationship between the parties.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Council authorized the City Manager to execute the initial Agreement with AMR for emergency medical transport services on November 17, 2014; Council authorized the City Manager to proffer a Five (5) year extension to AMR on May 21, 2018.

Action Requested

Authorize the City Manager to execute the attached resolution and enter a five- (5) year extension to the City's ambulance services Agreement with AMR.

Joe Molina, Vancouver Fire Chief, 487-7201

ATTACHMENTS:

- ▢ Resolution

12/17/2018

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION to extend the Ambulance Services Agreement between the City of Vancouver “City” and AMERICAN MEDICAL RESPONSE NORTHWEST, INC. “AMR” for an additional Five (5) years through December 31, 2024.

WHEREAS, On January 1, 2015, the City entered into a Five (5) year Ambulance Services Agreement for ambulance transport within the City of Vancouver and the Emergency Medical Services District 2 “EMSD2” service areas; and

WHEREAS, The Agreement provided for an initial duration of Five (5) years for services, with an option to extend the Agreement for an additional Five (5) years through December 31, 2024; and

WHEREAS, The Agreement provides that any extension offered by the City to AMR beyond the initial Five (5) year duration must be provided in writing to AMR no later than June 30, 2018; and

WHEREAS, Based upon the City’s evaluation and assessment of AMR’s performance to date, AMR has been deemed to be substantially in compliance with the specifications defined in the Agreement, and so,

The City made an offer of a Five (5) year extension to the Agreement to AMR on May 25, 2018; and

WHEREAS, on June 12th, 2018, AMR accepted the offer of a Five (5) year extension of the Agreement for contracted ambulance services through December 31, 2024; and

RESOLUTION - 1

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Based upon continuous monitoring and assessment of AMR's performance as the contracted ambulance service provider for the City of Vancouver and EMS2, the City has determined AMR to be substantially in compliance with the specifications defined in the Agreement.

Section 2. As a result of AMR's substantial compliance with the specifications defined in the Agreement, the City grants an additional Five (5) year extension of the Ambulance Services Agreement to AMR without any material changes to the Agreement.

ADOPTED at a meeting of the Vancouver City Council this _____, of _____, 2018.

Anne McEnerney-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2



Staff Report 191-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Award of Grant Funds from the PEG Capital Support Fund

Key Points

- Under the terms of the City's cable franchise agreement with Comcast, \$1.00 per month per residential cable subscriber is collected and can be used for grants to support capital equipment purchases by the designated Public, Education and Government (PEG) access providers.
- The City Council is being asked to approve \$336,511 in grants to TV ETC, \$288,267 to CVTV, and \$80,424 to the City's Information Technology Department.

Strategic Plan Alignment

N/A

Present Situation

The franchise agreements between the City of Vancouver, Clark County and Comcast Corporation provide for a capital contribution in the amount of \$1/month per subscriber for support of Public, Education, and Government (PEG) access and monthly transport costs for public iNET users. This contribution may only be awarded to designated access providers and iNET users.

The Vancouver Educational Telecommunications Consortium ("TV ETC"), the Designated Access Provider for Education, Clark/Vancouver Television ("CVTV"), the Designated Access Provider for Government and the City's Information Technology Department who oversees the City's iNet program submitted applications for PEG capital support funds under the requirements established by the City/County Telecommunications Commission ("Commission"). In total, fifteen proposals were received totaling \$699,425. Estimated funds available for distribution in 2018 are approximately \$900,000. The grant applications were reviewed by outside technical experts and the PEG Committee, a subcommittee of the Commission. Based on advice from the technical experts, the PEG Committee recommended adding a few small pieces of equipment to several of the grants, including additional batteries, RAM for a computer, rain coverings for cameras, etc., which increased the total recommended grant funds to \$705,202.

The Telecommunications Commission through Resolution 2018-04 (attached) recommends that Vancouver City Council award PEG Capital Support Funding as follows:

Applicant	Total Amount Requested	Total Amount Funded
City IT Department	\$80,424	\$80,424
TV ETC	\$330,733	\$336,511
CVTV	\$288, 267	\$288, 267
Total PEG Access Capital Grant Funds	\$699,425	\$705,202

Advantage(s)

1. Provides capital funds that will enhance local access programming on the Vancouver/Clark County Comcast Cable system.
2. Expands the City's iNet system to reach Fire Stations #4 and #5.
3. Awards funds consistent with the requirement of the cable television franchise agreements with Comcast.
4. Provides a tangible community benefit consistent with objectives of the Telecommunications Commission.

Disadvantage(s)

None

Budget Impact

The PEG Capital Support Fund has approximately \$900,000 available for distribution in 2018. An appropriation for the proposed grant awards is included in the PEG Capital Support Fund, 2017-2018 Biennial Budget. Remaining unallocated funds will be carried forward for future grant awards.

Prior Council Review

None

Action Requested

On December 17, 2018, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding from the PEG Capital Support Funds grants in the amount of \$336,511 to TV ETC, \$288,267 to CVTV, and \$80,424 to the City's Information Technology Department. (Note: Under the terms of the Interlocal agreement between the City and the County, both Councils must approve the grants for funds to be awarded.)

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- ▣ City Council Resolution
- ▣ Telecommunications Commission Resolution 2018-04

12/17/18

RESOLUTION NO. _____

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”), Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver and Clark County and to the City of Vancouver Information Technology Department who oversees the City’s portion of the iNet, a dedicated fiber network for emergency use.

WHEREAS, the PEG Capital Support Fund, established by Ordinance M-3459, has funds available and appropriated for the purpose of financing PEG capital purchases by designated access providers, pursuant to Ordinances M-3335 and M-3372; and

WHEREAS, the Vancouver/Clark County Telecommunications Commission (“Commission”), by Resolution 1999-03 adopted criteria for award and administration of PEG capital grants; and

WHEREAS, after review of applications for PEG capital grant awards from TV ETC, CVTV and the City’s Information Technology Department, the Commission recommended in Resolution 2018-04 to Vancouver City Council an award from the PEG Capital Support Fund of \$336,511 to TV ETC, \$288,267 to CVTV and \$80,424 to the City’s Information Technology Department for purchase of certain capital expenditures; and

WHEREAS, as set forth in SR 209-99, the City of Vancouver and Clark County entered into an interlocal agreement whereby the City administers PEG capital grants, but all grants will require approval by both the City and County Councils.

NOW, THEREFORE,

RESOLUTION - 1

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the City/County Telecommunications Commission Resolution 2018-04 attached hereto as Exhibit “A”, TV ETC, CVTV and the City’s Information Technology Department are hereby awarded grants to be paid from funds appropriated by Ordinance M-3900 from the PEG Capital Support Fund for the capital purchases described as follows:

Applicant	Total Amount Requested	Total Amount Funded
City IT Department	\$80,424	\$80,424
TV ETC	\$330,733	\$336,511
CVTV	\$288, 267	\$288, 267
Total PEG Access Capital Grant Funds	\$699,425	\$705,202

Section 2. Award of the grants described in Section 1 is conditioned upon:

- A. Approval of such grants by the Clark County Council; and
- B. Compliance by TV ETC, CVTV and the City of Vancouver’s Information Technology Department with the PEG grant guidelines and criteria set forth in Vancouver/Clark County Telecommunications Commission Resolution 1999-03.

Section 3. The City Manager or his designee is authorized to execute on behalf of the City all necessary agreements with TV ETC, CVTV and the City IT Department to ensure compliance with the terms of the grant.

Section 4. Acts taken pursuant to this resolution but prior to its approval are hereby ratified and confirmed.

RESOLUTION - 2

ADOPTED at regular session of the Council of the City of Vancouver, on this 17th day
of December, 2018.

Anne McEnemy-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

Attachment: Exhibit "A" – Telecommunications Commission Resolution 2018-04

RESOLUTION - 3

City/County Telecommunications Commission

RESOLUTION 2018 -04

Regarding Recommendations to Award PEG Capital Support Funds to Designated Access Providers TV ETC and CVTV

Section 1. Findings

- 1.1 Under the terms of the cable television franchise agreements between the City of Vancouver ("City"), Clark County ("County") and Comcast of Washington V, LLC ("Comcast") adopted June 2013, funding is available to support Public, Educational and Governmental ("PEG") Access capital costs and monthly transport costs by public users related to the Institutional Network ("iNET").
- 1.2 As stated in Section 9.9 "Support for Access Capital Costs" of the franchise, "During the term of this Agreement, Grantee (Comcast) shall provide for a maximum of one dollar (\$1.00) per month, per Residential Subscriber (the "Capital Contribution") for Public, Educational and Governmental ("PEG") Access capital.
- 1.3 The City/County Telecommunications Commission ("Commission") is authorized under Section 5.19.300 of the Vancouver Municipal Code and under Clark County Code 36.12.160 to administer Ordinances and any Franchise granted pursuant to the implementation of Franchise compliance procedures.
- 1.4 The Commission's authorized duties, pursuant to the codes mentioned in Section 1.3 of this Resolution, include "To have primary responsibility for advising the City and County regarding public, educational and governmental access programming including the development of processes for the selection of designated access providers, and for evaluating their performance, for assigning and designating access channels, for allocating access funds and for making written reports and recommendations to the City and County Councils."
- 1.5 The Commission Chair appointed a subcommittee of the Commission to review applications from Designated Access Providers and present recommendations to the Commission, which if approved by the Commission, are forwarded to the Vancouver City Council and Clark County Council for review and action.
- 1.6 The Vancouver Educational Telecommunications Consortium ("TV ETC"), the Designated Access Provider for Education, Clark/Vancouver Television ("CVTV"), the Designated Access Provider for Government and the City of Vancouver Informational Technology Department, who manages the City's iNET all submitted applications to the Commission for PEG Capital Support Fund consideration.
- 1.7 Grant applications were reviewed by the PEG Committee in concert with outside experts who reviewed the applications from a technical perspective. The PEG Committee also met with each designated access provider on November 1, 2018.

- 1.8 The Committee presented their recommendations and findings to the Commission in the **Recommendations Regarding the Award of PEG Capital Support Funds** (Exhibit A.) Estimated funds available for distribution in 2018 are approximately \$900,000. The Commission reviewed and approved the recommendations and findings of the PEG Committee as outlined in the report.

NOW, THEREFORE BE IT RESOLVED:

Section 2.

- 2.1 The Commission recommends, barring any substantial issues raised by the City and County governing boards, and upon signing the required PEG Capital Grant agreements, that TV ETC, CVTV and the City's Information Technology Department be awarded PEG Capital Support Funds as follows:

Applicant	Total Amount Requested	Total Amount Funded
City IT Department	\$80,424	\$80,424
TV ETC	\$330,733	\$336,511
CVTV	\$288, 267	\$288,267
Total PEG Grant Funds	\$699,425	\$705,202

The City/County Telecommunications Commission, through this Resolution, adopts the findings and recommendations contained herein and as outlined in Exhibit A: **Recommendations regarding the 2018 Award of PEG Capital Support Funds**

- 2.2 The Commission directs staff to forward this Resolution and finalized copies of the **PEG Committee Recommendations Regarding the 2018 Award of PEG Capital Support Funds** to the Vancouver City Council and the Clark County Council, as well as to the applicants.
- 2.3 The Commission recommends that the Vancouver City Council and Clark County Council award funds to TV ETC and CVTV as outlined in this Resolution.

Approved (Date: December 5, 2018



Paul Dicker, Chair, City/County Telecommunications Commission



Staff Report 192-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Amendment to the Master Lease Agreement with The Historic Trust

Key Points

- Under the terms of a Master Lease between the Vancouver National Historic Reserve Trust (dba The Historic Trust) and the City, the Trust manages the City's property in the Vancouver National Historic Reserve, with the exception of Pearson Field.
- The current Master Lease expires December 31, 2018, but still has a potential five-year extension. There are a number of other revisions that need to be made in the Master Lease so the Council is being asked to approve a revised Master Lease rather than just the five-year extension.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Present Situation

In 2005, the City and Trust entered into a master lease agreement for all city-owned property in the Vancouver National Historic Reserve with the exception of Pearson Field. Under the terms of the lease, the Trust is responsible for management and operation of the property and the City remains responsible for all capital projects.

Financially the lease is structured so the first priority for revenue generated from the property is to cover all of the operational expenses. The next priorities are payment of the principal and interest of City bonds issued to fund the 2016-2017 renovations of the West Barracks; the lease payment to the City and then retained income to the Trust. Excess revenue, which is typically \$400,000-\$500,000 per year, is divided 60% into a capital fund maintained by the City and 40% into a development fund maintained by the Trust. The development fund covers professional services like architecture, engineering, archaeology, etc. to support the property development, provides matching funds for grants and can be used to augment the capital fund.

The revised Master Lease extends the agreement for the final five (5) years; adds the Land Bridge landscape maintenance to the Trust's responsibilities; changes the date when the annual update to the Capital Facilities Plan is due; clarifies the Trust's responsibilities related to managing parking on the site; defines the items covered under repair, maintenance and tenant improvements; more clearly defines what constitutes an operating expense; adjusts the insurance requirements and adds two exhibits. The revision also increases the monthly lease payment the Trust pays to the City and adjusts the amount of annual income the Trust retains.

Advantage(s)

Continues a relationship with an organization that does an excellent job in operating and maintaining the City's Officers Row and West Barracks property. The property is well maintained, fiscally solvent and the occupancy typically runs at almost 100%.

Disadvantage(s)

A typical fee for property management is 3-5% of gross revenue. The City will be paying the Trust 6.3% of gross revenue (based on the 2018 income projections). However the Trust provides a number of services, including grant writing, government relations, interpretive programs and expertise in historic preservation that a commercial property management firm would not provide and that the City would otherwise have to contract with another vendor for.

Budget Impact

The City's Historic Reserve property managed by the Trust is self-supporting and receives no general fund support. The increase in lease payments to the City from the Trust will be \$9,717 in 2019. The increase in retained income for the Trust will be \$8,305 in 2019. Both the lease payment and the retained income increase by CPI every year. The property generates \$400,000-\$500,000 per year in net revenue so the increase in lease payments and retained income will have minimal impact on the budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to sign a revised Master Lease Agreement with the Vancouver National Historic Reserve Trust.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- ▣ Master Lease
- ▣ Exhibits

HISTORIC RESERVE PROPERTIES MASTER LEASE

BETWEEN

CITY OF VANCOUVER

AND

**THE VANCOUVER NATIONAL HISTORIC RESERVE
TRUST**

January 1, 2019 THROUGH DECEMBER 31, 2023

TABLE OF CONTENTS

RECITALS:	4
1. RECITAL PROVISIONS DEEMED OPERATIVE LANGUAGE.	5
2. PREMISES.	5
2.1 Exclusions:	5
2.2 Trust's right to Sublease Portions of the Premises	6
3. CONDITION OF PREMISES/MAINTENANCE.	7
3.1 Maintenance and Repair	7
3.2 Capital Improvements	7
3.3 City Retained Responsibility	7
3.4 Access for Inspection, Repair or Improvement	8
4. TERM.	8
5. RENT.	8
5.1 Rent	8
5.2 Rental Due Date	8
6. DEVELOPMENT OF PREMISES.	8
7. PERMITTED ALTERATIONS, IMPROVEMENTS AND ADDITIONS	9
7.1 City's Consent	9
7.2 Restrictions	9
7.3 Liens	10
8. SIGNS	10
9. FINANCIAL REQUIREMENTS	10
9.1 Costs of Operation	10
9.2 Funds and Priority of Use	10
9.3 Purpose and Allowed Uses of Historic Reserve Development Fund	11
9.4 Fund Raising for Reserve Development	12
9.5 Records, Reports, Audit	12
10. INSURANCE	12
11. INDEMNIFICATION AND HAZARDOUS SUBSTANCES	16
11.1 Trust Indemnification	16
11.2 City Indemnification	16
11.3 Hazardous Substances	16
12. TAXES	17
12.1 Real Property Taxes	17
12.2 Personal Property Taxes	17
12.3 Leasehold Excise Tax	17
13. DEFAULT	18
13.1 Events of Default	18
13.2 Rights and Remedies	18
13.3 Reentry	19
13.4 Termination	19
13.5 Damages	19
13.6 Abandoned Property	19
13.7 Disposition of Assets	20
14. QUIET ENJOYMENT	20
15. SUBORDINATION	20
16. ASSIGNMENT	21
17. GENERAL PROVISIONS	21
17.1 Attornment	21
17.2 Estoppel	21
17.3 Severability	21
17.4 Interest	21

17.5	Time	22
17.6	Captions	22
17.7	Incorporation of Prior Leases; Amendments.....	22
17.8	Waivers	22
17.9	Recording.....	22
17.10	Surrender.....	22
17.11	Binding Effect; Choice of Law	23
17.12	Attorneys' Fees.	23
17.13	Merger.....	23
17.14	Venue	23
17.15	Construction.....	23
17.16	City's Right to Cure Defaults,.....	23
18.	NOTICES	24
19.	SIGNATURES	24

EXHIBIT A- Legal Description of Property
EXHIBIT B- Property Inventory
EXHIBIT C- Schedule of Current Leases
EXHIBIT D- Schedule of Approved Staff Positions

HISTORIC RESERVE PROPERTIES MASTER LEASE

DATED: December 10, 2018

THE CITY: CITY OF VANCOUVER,
a Washington Municipal Corporation
Referred to as the "City"

THE TRUST: VANCOUVER NATIONAL HISTORIC RESERVE TRUST,
a Washington non-profit Corporation dba "The Historic Trust"
Referred to as the "Trust"

RECITALS:

A. The City is the Owner or Lessee of real property ("Premises") within the Vancouver National Historic Reserve ("Reserve") located within the City of Vancouver, Washington. The City has a longstanding commitment to enhancing and developing the Reserve as a community resource.

B. The Trust is a non-profit corporation formed for the purpose of furthering and advancing the historic and cultural heritage of the Reserve. With its record of success in managing and hosting a variety of events and programs within the Reserve, the Trust is uniquely qualified to work cooperatively with the City in fulfilling the vision for the Reserve and the Premises.

C. On September 17, 2001, the City and the Trust (the "Parties") entered into a Memorandum of Understanding outlining a framework for the development, management and operation of City-owned facilities located within the Reserve. The Lease is a foundational component of that framework.

D. The Trust and the City acknowledge their mutual commitment to further and advance the collective vision for the Reserve with the understanding that the development, redevelopment, sublease, and/or use of the Premises shall be conducted in a manner that contributes to and enhances public access to the Premises, provides for education and interpretation of the historical uses of the Premises, and which will rehabilitate and preserve the Premises subject to the terms and provisions contained herein.

E. The Trust and the City have had a Master Lease in place since January 1, 2006. As of April 20, 2015, the Master Lease had been amended four times. In 2015, the Trust and the City entered into a new Master Lease to clearly state their current obligations rather than having those obligations stated in multiple documents.

F. In 2018, the City completed a review of the Master Lease in preparation for approving the final five (5) year extension in the lease. A number of changes and additions were made based on that review so the Parties agreed to approve a new Master Lease as part of the 2019-2023 extension. This Master Lease incorporates all of the Parties' agreements and understandings.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. RECITAL PROVISIONS DEEMED OPERATIVE LANGUAGE.

The Parties agree that the aforementioned recitals shall be deemed operative and enforceable language of this Historic Reserve Properties Master Lease (the "Lease").

2. PREMISES.

The Premises is generally described as including those buildings, grounds and common areas owned by the City with a boundary consisting of Interstate 5 on the west, East Reserve Street on the east, East Fifth Street on the south, and the northern boundary of Officers Row on the north, as described on attached Exhibits A and B.

2.1 Exclusions:

a) Vancouver Police Administration Building.

The Vancouver Police Administration building and its associated grounds and parking lots are included in the Master Lease. The Trust shall maintain the grounds of the building to the same standard as the remainder of the city-owned West Barracks. The City shall retain responsibilities for maintenance of the building and associated parking lots. In the event that the City determines it no longer has a city-related use for the building and parking lots, the Trust shall assume management responsibility for the building and parking lots and may sublet any or all of the portions of the property subject to the terms and conditions of Section 2.4 (amended 7/9/2012).

b) Streets, Utilities, etc.

All streets, parking lots, sidewalks, streetlights water lines, sewer and other utilities are excluded from the Premises, however all landscaping is included.

c) Parking

Maintenance and repair of parking lots, other than routine sweeping and litter pickup, shall be the responsibility of the City. The Trust shall have the authority to issue parking permits and warnings notices for illegal parking for parking lots throughout the Premises, for the alley behind Officers Row and for on-street parking spaces in the West Barracks. If there is a need for citations for illegal or overtime parking, the Trust shall

contact the City's Parking Enforcement Services. The Trust shall also have the authority to charge for parking permits for parking lots in the West Barracks, for the alley behind Officers Row and for on-street parking spaces in the West Barracks.

d) Land Bridge

The City, through an agreement with the Washington State Department of Transportation (WSDOT), is responsible for the maintenance of the landscaping, drainage, hard surfaces, irrigation, lighting, graffiti and litter control of the Land Bridge with the exception of the art and interpretive elements which are maintained by the non-profit Confluence Project and the superstructure which is owned and maintained by WSDOT. WSDOT is also responsible for removal of graffiti from wall surfaces accessed from State Route 14 and on the chain link right-of-way fence.

2.2 Trust's right to Sublease Portions of the Premises.

The Trust may sublet any or all portions of the Premises; provided, however, that the City retains the right to review and approve any sublease by the Trust, prior to the Trust entering into such sublease, which exceeds any of the following threshold criteria:

- A. A term of sublease (including any rights for successive terms) exceeding five (5) years;
- B. Lease of any space totaling more than fifty-percent (50%) of the rentable square footage in the Red Cross Convalescent House, Post Hospital, Artillery Barracks or Vancouver Police Administration building (once the Trust has assumed management responsibility).
- C. Lease rent amount which is substantially "Below-Market" and/or the lease provides for significant rent credits. "Below Market" is defined as being less than what a ready, willing and able lessor and ready, willing, and able lessee would accept as reasonable rent in the City of Vancouver real estate market for similar rental space.
- D. Lease involves major renovation of a building or structure (other than customary tenant improvements as defined in Section 7.1).

The City agrees that it will not unreasonably withhold approval of a lease which exceeds any of the foregoing threshold criteria. All subleases shall identify the City of Vancouver as the property owner.

The Trust will provide the City with a list of current leases including tenant name, address, type of lease (residential, commercial, etc.) and lease term (Exhibit B) by November 1st of each year, concurrent with providing the Capital Facilities Plan required in Section 3.2.

3. CONDITION OF PREMISES/MAINTENANCE.

The Trust is responsible for the repair and maintenance obligations as set forth in the Lease subject to the following conditions:

3.1 Maintenance and Repair.

In general, the Trust shall provide for the costs of repair and maintenance, including but not limited to cleaning, interior and exterior painting, landscape maintenance, plumbing, electrical and HVAC repairs, pest control and minor repairs of porches, walls, and roofs, as part of its annual budget for the Premises. The Trust shall cause the Premises to be maintained in good working order and condition in keeping with the historic nature and public uses of the Reserve. The Trust has established a preventive maintenance program sufficient to avoid significant deterioration of the Premises. The Trust has been maintaining the landscaping and providing minor repairs to the trail since the Land Bridge was constructed and will continue to do so as part of the Master Lease. Maintenance and/or repair projects estimated at more than \$15,000 shall be considered capital projects and will be managed by the City per Section 3.3 of this Agreement.

3.2 Capital Improvements.

In order to plan and provide for such capital improvement, the Trust will prepare by November 1st of each year, a Capital Facilities Plan for the Premises for the City's review and approval. The Capital Facilities Plan shall identify and provide a projected cost for capital improvements to the buildings, structures, and/or grounds for the following year. Funding for such projects shall be from the Historic Reserve Capital Fund ("Capital Fund") maintained by the City, from the Development Fund (per Section 9.3) or from other financial sources as may be determined by the City in its sole discretion. The Trust shall have no liability for payment of capital improvements.

3.3 City Retained Responsibility.

The City confirms that the City retains the financial obligation within the Premises for repair and/or replacement of parking areas; replacement of major structural components; and at its discretion, restoration or replacement of significantly damaged or destroyed structures. By way of illustration, City will be responsible for the entire cost of foundations, roofing, electrical systems, plumbing systems, heating systems, ventilation systems, elevators, walls, fire sprinklers, communications systems, walkways and paving when it is necessary to replace any such major structural component. The City shall be responsible for the procurement and administration of all work performed under sections 3.2 and 3.3.

3.4 Access for Inspection, Repair or Improvement.

The City shall have all reasonable and necessary access to make any inspection, repair or improvement for which it is obligated under the terms of the Lease. The City will have no liability for interfering with the use of any portion of the Premises because of such repairs, maintenance, or improvements. The Trust will have no claim against the City for any interruption or reduction of services or interference with the Trust's management or use of the Premises.

4. **TERM.**

The term of the lease is for five years commencing on January 1, 2019 and ending on December 31, 2023.

5. **RENT.**

5.1 Rent

The Trust shall pay the City as annual rent, the sum of Two Hundred Four Thousand, Sixty-Seven and No/100 Dollars (\$204,067) for the first year of the Lease to be paid on a monthly basis. On January 1, 2020 and on the first day of each year thereafter, the annual rent shall be increased by the lesser of three percent (3.0%) or the percentage increase, if any, in the Consumer Price Index of the U.S. Bureau of Labor for such corresponding year, based on the Seattle- Tacoma- Bremerton CPI-U".

5.2 Rental Due Date

One-twelfth of the rent shall be due in advance on the first day of each month.

6. **DEVELOPMENT OF PREMISES.**

The Trust's activities with regard to the Premises shall be in furtherance of achieving the collective vision for the Reserve. In general, the Properties Committee established in the Trust's by-laws shall provide guidance for the development and management of the Premises. The Properties Committee shall be comprised of three members appointed by the City and five members appointed by the Trust. All members will be voting members of the Properties Committee. The Trust will coordinate and manage the development of the Premises with the City retaining construction management oversight as appropriate. Development, redevelopment, sublease, and/or use of the Premises shall conform to the principles and values set forth in the Recitals and various agreements, documents or regulations including, but not limited to the following:

- A. Vision and Guiding Principles for the Reserve developed by the Long Range Planning Committee of the Trust and adopted by the Trust, the City and the NPS;
- B. West Barracks Adaptive Reuse Plan;
- C. The Vancouver National Historic Reserve Cooperative Management Plan; and
- D. The Officers Row and Historic Reserve Conversation District sections of the City of Vancouver's Central Park Plan District.

7. PERMITTED ALTERATIONS, IMPROVEMENTS AND ADDITIONS

7.1 City's Consent.

Except for customary tenant improvements, such as painting, window coverings and carpet or appliance replacement, to the Premises as related to occupancy under a sub-tenancy for a portion of the Premises, the Trust will make no alterations, improvements or additions to the Premises without the City's prior written consent. The City may require in advance of any work being performed that the Trust post notices of non-responsibility for the City, and provide assurances satisfactory to City that contractors will be timely paid and that no liens will arise against the Premises, which assurances may include, without limitation, the posting of bonds, insurance coverage, coverage for workers' compensation and other financial assurances. Before City will consider consenting to any alteration, the Trust must first supply preliminary plans and specifications for its intended changes.

7.2 Restrictions.

Due to the historic nature of the Premises, plans for alterations or improvements to the Premises are subject to various agreements, documents, regulations and laws including the following, and others mutually agreed upon by the City and the Trust:

- A. Secretary of the Interior Standards for Historic Preservation through oversight of the Washington State Department of Archeology and Historic Preservation;
- B. The Native American Graves Protection and Repatriation Act (NAGPRA);
- C. The federal Archeological Resources Protection Act; and
- D. The Officers Row and Historic Reserve Conversation District sections of the City of Vancouver's Central Park Plan District.

7.3 Liens.

The Trust will pay when due all claims for labor and materials furnished to or for the Trust. The Trust will not permit any mechanics or materialman's liens against the Premises for labor or material furnished to the Trust or claimed to have been furnished to the Trust or to the Trust's agents or contractors in connection with the work of any character performed or claimed to have been performed on the Premises by or at the direction of the Trust. The City may cause any lien to be discharged by payment, bonding or otherwise without investigation or any offsets as to the validity, offsets or defenses of the lien, and the Trust will pay, immediately, as additional rent, any amounts so paid or incurred, including reasonable attorneys' fees and disbursements.

8. **SIGNS**

All signage within the Premises shall comply with the use and development provisions of Section 7.2 of the Lease, and the Design Standards established for the Historic Reserve in October 2007 and such standards as may be subsequently revised.

9. **FINANCIAL REQUIREMENTS**

9.1 Costs of Operation.

The Trust is responsible for all operating expenses of the Premises, except as otherwise specifically provided in this Lease. Operating expenses include property maintenance and repairs as defined in Section 3.1; commercial and residential leasing including marketing; bookkeeping and other financial activities associated with managing the property; administration including staffing of the Historic Reserve Properties Committee and grant writing or legislative activities associate with securing funding for property maintenance and development.

A list of Trust staff positions, supporting the operation and maintenance of the Premises, is included as Exhibit D. On an annual basis, concurrent with the Capital Plan required in Section 3.2, the Trust shall provide the City with an update staffing list. The addition of new staff positions to support the operation and maintenance of the Premises must be reviewed and approved by the Historic Reserve Properties Committee.

9.2 Funds and Priority of Use.

The Trust shall receive all rents, payments, and revenues generated from sub-leases and other activities within the Premises. The Trust shall apply all revenues derived from subleasing the Premises (which includes residential and commercial rents, rental fees, miscellaneous income and interest earned on revenues so derived) according to the following priorities:

- A. First: Payment of the operating expenses of the Premises.
- B. Second: Payment of the principal of and interest on the City of Vancouver bonds issued to fund, in part, the renovation of the West Barracks buildings, specifically, the Artillery Barracks, the Infantry Barracks, the Quartermaster Storehouse, and the Dental Surgeon's Building. Payments will be made at the times and in the amounts necessary to ensure timely and full payment of the bonds when due, as further agreed between the City and Trust upon the issuance of the bonds. If operating revenues after the payment of operating expenses are not sufficient to pay debt service on the bonds when due and payable, balances in the Capital Fund and in the Development Fund will be utilized to make such payment, preferably on a pro-rata basis if balances exist in both funds;
- C. Third: Payment of rent to City pursuant to Section 5 of the Lease;
- D. Fourth: Retained income by the Trust in the amount of One Hundred Ninety-Two Thousand and No/100 Dollars (\$192,000.00) as retained income for the year commencing on January 1, 2019 ("Retained Income"). On January 1, 2020 and on the first day of each year thereafter, the Retained Income shall be increased by the lesser of three percent (3.0%) or the percentage increase, if any, in the CPI. Notwithstanding the foregoing, the payment amount of the Trust's retained income amount shall be reviewed at least annually and adjusted as appropriate.
- E. Fifth: If there is revenue remaining after the application of funds in accordance with A, B, C, and D at the end of any fiscal year, then sixty percent (60%) of the amount remaining shall be paid into the Capital Fund held by the City and forty-percent (40%) shall be deposited in a Historic Reserve Development Fund ("Development Fund") to be held by the Trust.

9.3 Purpose and Allowed Uses of Historic Reserve Development Fund.

The purpose of the Development Fund is to make resources available to fund activities necessary to the continued development of the Reserve, with priority given to debt service on the bonds in the event revenue from property operations is not sufficient to cover it. Allowed uses of the Development Fund include but are not limited to:

- A. Contracts for planning, architectural, engineering, legal or similar services in support of development alternatives or proposals for the Reserve;

- B. Expenses necessary to solicit and evaluate potential development proposals for the Reserve;
- C. Matching funds for grants relating to development for the Reserve; or
- D. Augmenting the Capital Fund
- E. Paying the principal of and interest on the bonds referred to in Section 9.2 (B).

9.4 Fund Raising for Reserve Development.

The Trust recognizes its distinct status as the official non-profit partner for the Historic Reserve. Accordingly, the Trust reaffirms its responsibility for and commitment to the City to raise monies for fund development in general and for capital improvement projects within the Reserve in particular.

9.5 Records, Reports, Audit.

The Trust shall establish and maintain a system of accounts and records that is specifically related to activities associated with the Lease. Such accounts and records shall be open to review by the City's representative on a reasonable basis. A budget comparison report will be provided to the City on a monthly basis. The Trust shall provide the City a copy of the Independent Auditor's Report and Financial Statements prepared annually by a public accounting firm acceptable to the City.

10. **INSURANCE**

10.1 General Requirements

- A. The Trust shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Trust reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Trust shall keep this insurance in force during the term of the Lease and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

- C. All policies shall be written on an occurrence form, with the exception of any Cyber Liability / Errors & Omissions policy(ies). If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Lease. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Trust for a minimum of thirty-six (36) months following the Final Completion or earlier termination of this Lease, and the Trust shall annually provide the City with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically prohibitive, the Trust shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City, to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Trust's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the City's insurance, self-insurance, or insurance pool coverage.
- F. The Trust shall provide the City and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Trust shall forward to the City a full and certified copy of the insurance policy(s).
- H. The Trust shall not begin work under the Lease until the required insurance has been obtained and approved by the City.
- I. Failure on the part of the Trust to maintain the insurance as required shall constitute a material breach of Lease, upon which the City may, after giving five (5) business days' notice to the Trust to correct the breach, immediately terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Trust from the City.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Lease and no additional payment will be made. The cost of such insurance, including any deductibles or retentions, shall be paid by the Trust.

10.2 Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s), and as certificate holder:

City of Vancouver, and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) and certificate holder for the full available limits of liability maintained by the Trust, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Trust are greater than those required by this Lease, and irrespective of whether the Certificate of Insurance provided by the Trust pursuant to 10.1 describes limits lower than those maintained by the Trust.

10.3 Subcontractors

The Trust shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 10.5. Upon request of the City, the Trust shall provide evidence of such insurance.

10.4 Evidence of Insurance

The Trust shall deliver to the City a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Trust delivers the signed Lease for the work. Failure of the City to obtain a Certificate(s) of Insurance shall not relieve the Trust from the obligation to purchase such coverage. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming City and all other entities listed in 10.2 as Additional Insured(s), showing the policy number. The Trust may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

10.5 Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Trust from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the City. The cost of any claim payments falling within the deductible shall be the responsibility of the Trust.

A. Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Trusts Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Trust's work under this Lease includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$1,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

B. Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000	Combined Single Limit
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C. Professional Liability

The Trust shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000	Per claim and annual aggregate
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D. Workers' Compensation

The Trust shall comply with Workers' Compensation coverage as required by the industrial Insurance laws of the state of Washington.

E. Excess or Umbrella Liability

The Trust shall provide Excess or Umbrella Liability coverage at limits of Five Million (\$5,000,000) per occurrence and annual aggregate. This Excess or Umbrella Liability coverage shall apply, at a minimum, to both the Commercial General and Auto Liability insurance policy coverage. This requirement may be satisfied instead through the Trust's primary Commercial General and Automobile Liability coverage, or any combination thereof.

F. Commercial Crime Insurance

The Trust shall maintain crime insurance coverage insuring against employee dishonesty in the amount of \$500,000.

11. INDEMNIFICATION AND HAZARDOUS SUBSTANCES

11.1 Trust Indemnification

The Trust will indemnify, defend and hold harmless the City and any agents and employees of the City, from any claim, liability, damage or loss occurring on or about the Premises and (i) arising out of any activity by any guest, prospective clientele or invitee of the Trust, while on the Premises, (ii) arising out of any activity by the Trust, its agents or employees, or (iii) resulting from the Trust's failure to comply with any terms of the Lease. The Trust's indemnity shall extend to all costs of defense, including without limitation the attorneys' fees of the City or its respective agents or employees.

11.2 City Indemnification

The City will indemnify, defend and hold harmless the Trust and any agents and employees of the Trust, from any claim, liability, damage or loss occurring on or about the Premises and (i) arising out of any activity by the City, its agents or employees, or (ii) resulting from the City's failure to comply with any terms of the Lease. The City's indemnity shall extend to all costs of defense, including without limitation the attorneys' fees of Trust or its respective agents or employees.

11.3 Hazardous Substances

- A. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to

the protection of health, safety, or the environment. The term Hazardous Substance shall mean hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed in any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

- B. The Trust shall not cause or permit any Hazardous Substances to be spilled, leaked, disposed of, or otherwise released in or under the buildings which the Trust occupies. With respect to any Hazardous Substances under the Trust's control, the Trust shall ensure compliance with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored in or under the buildings which the Trust occupies.. Upon the expiration or termination of this Lease, the Trust shall prepare a plan satisfactory to the City to deal with any remaining Hazardous Substances which were used, handled, or stored by the Trust during the term of the Lease. The Trust will indemnify, defend, and hold harmless the City and any of its agents and employees from any claim, liability, damage, or loss arising from any contamination occurring during the Trust's occupancy in or under the buildings which the Trust occupies except contamination caused by the City or any of its agents and employees.
- C. The Trust shall include a provision in all sub-leases which require the same obligations for sub-lessees as is required by the Trust for the buildings the Trust occupies.
- D. The City shall be responsible for any Hazardous Substances spilled, leaked, disposed of, or otherwise released in, on or under the areas of the Premises other than (1) in or under buildings occupied by the Trust, or (2) where such spill, leak, disposal or release is the responsibility of a sub-lessee.

12. TAXES

12.1 Real Property Taxes

The Premises is exempt from real property taxation.

12.2 Personal Property Taxes

The Trust will pay all personal property taxes, prior to delinquency, assessed against and levied upon leasehold improvements, fixtures, furnishings and equipment and all other personal property of the Trust contained on the Premises.

12.3 Leasehold Excise Tax

The Premises are exempt from leasehold excise taxation.

13. DEFAULT

13.1 Events of Default

Any of the following will constitute a default by the Trust under the Lease, after the City has given the Trust, thirty (30) calendar days' notice of default sent to the Trust in accordance with the provisions of Section 18 and the Trust has failed to cure the default prior to the end of the thirty (30) calendar days:

- A. The Trust fails to pay rent or other charges payable by the Trust within ten (10) business days of the due date; or
- B. The Trust fails to comply with any other term or condition of the Lease; or
- C. The Trust vacates or abandons the Premises; or
- D. The Trust assigns, sublets or otherwise transfers this Lease in violation of Section 2.2 or Section 16 of the Lease; or
- E. The Trust's insolvency, business failure or assignment for the benefit of its creditors, the Trust's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for the Trust's properties.

13.2 Rights and Remedies

Upon the occurrence of a default, the City shall have the following rights and remedies, which shall be cumulative and in addition and supplemental to any and all other rights and/or remedies provided under applicable law:

- A. The City may declare the Lease term ended and retake possession of the Premises, and remove all persons from the Premises, and the Trust will have no further claim upon the Premises or under the Lease; or
- B. The City, without declaring the Lease terminated, may reenter the Premises and occupy the whole or any part thereof for and on account of the Trust and collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable during the Lease Term; or

- C. The City, even though it may have reentered the Premises, may thereafter elect to terminate the Lease and all of the rights of the Trust in or to the Premises.

13.3 Reentry

If City reenters the Premises, the City will not be deemed to have terminated the Lease, or the liability of the Trust to pay any rental or other charges thereafter accruing, or to have terminated the Trust's liability for damages under any of the Lease provisions by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless City notifies the Trust in writing that it has elected to terminate the Lease.

13.4 Termination

The City and the Trust agree that the service by the City of any notice pursuant to the unlawful detainer statutes of the State of Washington and the surrender of possession pursuant to such notice shall not be deemed to be a termination of the Lease, unless the City elects to the contrary at the time of, or at any time subsequent to, the serving of such notices, and such election is made by written notice to the Trust.

13.5 Damages

If City elects to terminate this Lease pursuant to the provisions of Sections 13.2(A) or 13.2(C), the City may recover from the Trust as damages, the following:

- A. Unpaid rental which has been earned prior to termination, plus interest at the Default Rate (described in Section 17.4) from the date when those amounts became due and owing; plus
- B. Any other amount necessary to compensate the City for all the detriment proximately caused by the Trust's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result in default, including, but not limited to, any costs or expenses incurred by the City in retaking possession of the Premises, including reasonable attorneys' fees, maintaining or preserving the Premises after such default, including repairs to the Premises, and such other amounts as may be permitted by the laws of the State of Washington.

13.6 Abandoned Property

In the event of any entry or taking possession of the Premises, the City shall have the right, but not the obligation, to remove all or any part of the personal property. City will store property it removes from the premises for a period of sixty (60) days, after which the City may sell

any property not claimed by the Trust, by any means it may choose and apply the proceeds to costs of sale, repair or cleaning of premises and shall remit to Trust any remaining proceeds of such sale.

13.7 Disposition of Assets

In the event that the Lease is terminated as outlined in Section 13.4., the assets associated with the Lease will be disposed of as follows:

- A. Real Property: The Premises, as described in Section 2 and Exhibit A of the Lease are the property of the City. In the event the Lease is terminated or not renewed, the ownership of the Premises shall remain vested in the City and the Trust shall have no claim upon the Premises.
- B. Capital Fund: The capital fund, as described in Section 9.2 (E) of the Lease, is held and managed by the City and used to make capital improvements to the property. In the event the Lease is terminated or not renewed, the City will retain all funds in the capital fund and the Trust shall have no claim upon those funds.
- C. Development Fund: The Historic Reserve Development Fund (“Development Fund”), as described in Section 9.2 (E) of the Lease, is held and managed by the Trust under the direction of the Properties Committee and used for the purposes outlined in Section 9.3 of the Lease. In the event the Lease is terminated or not renewed, the Trust shall pay any outstanding invoices for authorized services or goods purchased with Development Fund monies and remit the balance of the fund to the City within 60 days.
- D. Personal Property: All personal property that was owned by the City prior to the effective date of the Master Lease or was purchased with revenue generated from the Premises is property of the City. In the event the Lease is terminated or not extended for additional terms, the Trust shall turn over possession of the personal property to the City on the final day of the term of the Master Lease.

14. QUIET ENJOYMENT

The City warrants that so long as the Trust complies with all the terms of the Lease, the Trust will be entitled to peaceful and undisturbed possession of the Premises, free from any eviction or disturbance by the City.

15. SUBORDINATION

The Lease will be subject and subordinate to any mortgages, deeds of trust or land sale contracts (hereafter the “Encumbrances”) now existing or hereafter arising against the Premises and any modifications or extensions thereof. This subordination will be automatic without the

necessity for execution or delivery of any further instruments. Upon request of the City, the Trust will execute those documents reasonably requested by the City or the holder of the Encumbrance to reconfirm or evidence this subordination. If any mortgagee or trustee so elects, the Lease may be made prior to the lien of a mortgage or deed of trust; this change in priority will occur upon written notice by the holder of the mortgage or deed of trust to the Trust regardless of the dates of the Lease or Encumbrance or their respective recording.

16. ASSIGNMENT

The Lease will bind and inure to the benefit of the Parties, their respective heirs, successors, and assigns, provided the Trust shall not assign its interest under the Lease without the written consent of the City.

17. GENERAL PROVISIONS

17.1 Attornment

If the Premises is sold or otherwise transferred by the City or any successor, the Trust will attorn to the purchaser or transferee and recognize it as the owner under the Lease. Provided the purchaser or transferee assumes all obligations under the Lease arising after the date of transfer, the transferor will have no further liability under the Lease.

17.2 Estoppel

Within twenty (20) days after written notice from the City, the Trust will execute, acknowledge and deliver to the City a certificate certifying whether the Lease has been modified and is in full force and effect, whether there are any modifications or alleged breaches by the City, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent, and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time will be conclusive upon the Trust that the Lease is in full force and effect and has not been modified except as may be represented by the City and that no more than one (1) month's rent has been prepaid in advance. If requested by the holder of any encumbrance upon the Premises or any ground lessor, the Trust will agree to give that holder or lessor notice of and opportunity to cure any default by the City under the Lease.

17.3 Severability

The invalidity of any provision of the Lease, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision of the Lease.

17.4 Interest

Any amount due to the City not paid when due will bear interest at the Default Rate, which is the highest lawful rate of interest, or if no limit applies then the greater of twelve percent (12%) per annum or the discount rate of the U.S. Federal Reserve Bank from time to time plus three percent (3%), in which case the Default Rate will be determined for each month as of the first business day thereof. Payment of interest will not excuse or cure any default by the Trust under the Lease.

17.5 Time

Time is of the essence of the Lease and each and all of its provisions in which performance is a factor.

17.6 Captions

Section and paragraph captions are not a part of the Lease.

17.7 Incorporation of Prior Leases; Amendments

The Lease constitutes the entire agreement of the Parties and supersedes all prior written and oral agreements and representations. Neither the City nor the Trust is relying on any representations other than those expressly set forth in the Lease. The Lease may be modified in writing only, signed by the Parties in interest at the time of the modification.

17.8 Waivers

No waiver by the City of any provision of the Lease will be deemed a waiver of any other provision of the Lease or of any subsequent breach by the Trust of the same or any other provision. The City's consent to or approval of any act will not obviate the requirement to obtain the City's consent to or approval of any subsequent act by the Trust. The acceptance of rent by the City will not be a waiver of any preceding breach by the Trust, other than the failure of the Trust to pay the particular rent so accepted, regardless of the City's knowledge of the preceding breach at the time of acceptance of the rent.

17.9 Recording

The Trust will not record the Lease.

17.10 Surrender

On expiration or early termination of the Lease, the Trust and the City will agree on all reasonable steps and processes for effecting the transition to the City regarding the

Premises. If the Trust fails to vacate the Premises when required, including failure to remove all its personal property, the City may eject the Trust from the Premises and recover damages caused by wrongful holdover.

17.11 Binding Effect; Choice of Law

This Lease will bind the Parties, their personal representatives, successors and assigns. The Lease will be governed by the laws of the State of Washington.

17.12 Attorneys' Fees.

If either party to the Lease brings an action, suit or claim to enforce the terms of the Lease or declare rights under the Lease, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney's fees to be paid by the losing party as fixed by the judge of the court.

17.13 Merger.

The voluntary or other surrender of the Lease by the Trust, or a mutual cancellation of the Lease, will not work a merger, and will, at the option of the City, terminate all or any existing sub-tenancies or may, at the option of the City, operate as an assignment to the City of any or all of such sub-tenancies.

17.14 Venue

The parties agree that, except to the extent prohibited by federal statute, the Superior Court of the County of Clark, State of Washington shall have sole jurisdiction over the parties for all claims, suits or actions arising under the Lease. Clark County Superior Court will be the sole venue to hear and decide all claims, suits and actions arising under the Lease, notwithstanding any claim of "forum nonconveniens" and after considering potential burdens of this forum.

17.15 Construction

The City and the Trust have been represented by counsel or are accustomed to negotiating leases. Accordingly, the Lease will not be construed more strictly against one party than another, even though the Lease may have been prepared by counsel to the Trust.

17.16 City's Right to Cure Defaults.

If the Trust fails to perform any obligation under the Lease, including without limitation payments to third parties, then in addition to any other remedy, the City shall have the option to perform the obligations after thirty (30) days written notice to the

Trust, except in the event of emergency, in which event no notice will be required. All of the City's expenditures to correct the default shall be reimbursed by the Trust on demand with interest at the Default Rate.

18. NOTICES

Notices between the Parties relating to the Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such other address as either party may specify by notice to the other. Rent shall be payable to the City at the same address and in the same manner, but shall be considered paid only when received.

To the City at: City of Vancouver
Attention: City Manager
P.O. Box 1995, 415 W. 6th Street
Vancouver, WA 98668

To the Trust at: The Historic Trust
Attention: President
General O.O. Howard House
750 Anderson Street
Vancouver, WA 98661

19. SIGNATURES

THE PARTIES HERETO have executed the Lease on the dates specified immediately below their respective signatures.

THE TRUST:

Vancouver National Historic Reserve Trust

Gregory J. Goode, President & CEO

Dated: _____

The CITY:

City of Vancouver

Eric J. Holmes, City Manager

Dated: _____

Attest:

Approved as to form:

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

E. Bronson Potter, City Attorney

EXHIBIT A – Legal Descriptions

A-1 Officers Row

A tract of land situated in Section 27, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington, being a portion of the Vancouver Military Reservation, more particularly described as follows:

Beginning at a point on the west line of Fort Vancouver Way, said point being the southeast corner of that tract conveyed by the United States of America to the City of Vancouver by quit claim deed recorded under auditor's file no. G 45162 records of Clark County, Washington, and running thence North $71^{\circ} 22' 46''$ West, along the south line of said tract, 254.60 feet, thence continuing a long said south line, North $71^{\circ} 22' 15''$ West, 299.79 feet, to a point on the east line of S.R. 5; thence following along said east right-of-way line, South $73^{\circ} 10' 07''$, 51.93 feet; thence South $48^{\circ} 34' 58''$ West, 55.46 feet; thence South $26^{\circ} 22' 31''$ West, 50.09 feet thence South $24^{\circ} 31' 11''$ West, 200.08 feet, thence South $22^{\circ} 37' 45''$ West, 122.87 feet, to the north line of Evergreen Boulevard; thence South $85^{\circ} 43' 00''$ East, along said north line, 8.79 feet; thence along the arc of a curve to the left, having a central angle of $3^{\circ} 48' 56''$ and a radius of 2845.00 feet an arc distance of 189.46 feet, thence North $84^{\circ} 47' 24''$ East, 211.75 feet to the east line of that tract conveyed to the United States of American by deed recorded under auditor's file no G 128270 records of Clark County, Washington; thence North $22^{\circ} 37' 45''$ East, along said east line 35.56 feet to the north line of Evergreen Boulevard; thence South $89^{\circ} 13' 05''$ East, along said north line, 62.71 feet; thence along the arc of a curve to the right, having a central angle of $17^{\circ} 55' 45''$ and a radius of 693.49 feet, an arc length of 217.01 feet, to the west line of Fort Vancouver Way, thence North $18^{\circ} 45' 09''$ East 220.60 feet to the point of beginning.

AND

A tract of land situated in Sections 26 and 27, Township 2 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, being a portion of the Vancouver Barracks Military Reservation, more particularly described as follows:

Beginning at a stone monument marking the northeasterly corner of the United States Military Reservation in Vancouver, Washington, said monument being in Section 23, Township 2 North, Range 1 East of the Willamette Meridian, and running thence South $22^{\circ} 37' 00''$ West, along the east line of said military reservation, 4224.73 feet thence North $72^{\circ} 46' 14''$ West 56.78 feet, to the true point of beginning, which is South $72^{\circ} 46' 14''$ East, 43.66 feet from the southeast corner of that tract referred to as parcel #3 in quit claim deed between the United States of America and the Vancouver School District No. 37, recorded under auditor's file no. G 12547, records of Clark County, Washington, thence South $22^{\circ} 56' 43''$ West, 252.94 feet; thence North $71^{\circ} 17' 20''$ West, 42.12 feet; thence South $22^{\circ} 37' 00''$ West, 158.07 feet to the northerly line of Evergreen Boulevard; thence along said northerly line, along the arc of a curve to the right, having a central angle of $29^{\circ} 00' 07''$ and a radius of 345.14 feet, an arc distance of 174.70 feet; thence North $45^{\circ} 16' 56''$ West, 137.18 feet; thence along the arc of a curve to the left, having a central angle of $26^{\circ} 00' 24''$ and a radius of 622.96 feet, an arc distance of 282.76 feet;

thence North 71° 17' 20" West, 1847 feet to the east line, of Fort Vancouver Way; thence North 180° 45' 09" East, along said east line, 220.70 feet to the southwest corner of aforementioned parcel #3, recorded under auditor's file no. G 12547; thence South 71° 11' 16" East, along the south line of said parcel #3, 1183.92 feet; thence continuing along said south line, and its easterly extension, South 72° 46' 14" East, 1300.73 feet to the true point of beginning.

EXCEPT those parcels conveyed by the United States of America to Vancouver School District No. 37 by quit claim deeds recorded under auditor's file numbers G 12547 and G 36247, records of Clark County, Washington.

RESERVING TO the United States and its assigns the right to use the service road now existing along the west and northerly boundary of the above described property for the purpose of accessing the following described tract of land.

A parcel of land in Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the northeast corner of Section 27, Township 2 North, Range 1 East, W.M.; thence South 23° 23' 46" West 2, 172.39 feet to the true point of beginning; thence South 69° 48' 00" East 99.45 feet; thence North 24° 12' 00" East 220.99 feet to the southeasterly right-of-way line of State Highway Route No. 5; thence South 47° 43' 17" West, along said right-of-way line, 248.58 feet to the true point of beginning.

RESERVING TO the Grantor all coal, oil, gas, geothermal steam and associated geothermal resources, and other minerals on said Property, together with the right to prospect for and remove the same under applicable laws, rules, and regulations prescribed by the Secretary of the Interior.

TOGETHER WITH all improvements located thereon.

SUBJECT TO easement dated May 16, 1957 to Clark County Public Utility District for installation, maintenance, repair and replacement of an electric power line along the north 20 feet of "Officers Row", a copy of which is identified as Exhibit "A" and attached hereto and made a part hereof.

SUBJECT TO easement dated March 9, 1981 to the city of Vancouver for street construction, a copy of which is identified as Exhibit "B" and attached hereto and made a part hereof.

SUBJECT TO agreement for use of sewer line by the city of Vancouver, dated January 11, 1978, a copy of which is identified as Exhibit "C" and attached hereto and made a part hereof.

SUBJECT TO License for gas main to Portland Gas and Coke Company, dated May 20, 1925, a copy of which is identified as Exhibit "D" and attached hereto and made a part hereof.

SUBJECT TO easement dated January 9, 1979, granted to the Public Utility District of Clark County to erect, install, operate and maintain electrical pole lines and necessary appurtenances, a copy of which is identified as Exhibit "E" and attached hereto and made a part hereof.

SUBJECT TO existing easements for public roads and highways, public utilities, railroads, and pipelines and to other easements and encumbrances of record.

A-3 O. O. Howard Tract

A tract of land situated in the City of Vancouver and the County of Clark, State of Washington, more particularly described as follows:

A parcel of land situated in the southeast quarter of the northeast quarter (SE ¼ NE ¼) and the northeast quarter of the southeast quarter (NE¼, SE¼) in Section 27, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington. Said parcel being all that portion (except the cemetery) of Vancouver Barracks Military Reservation lying westerly of Cabell Road (McLaughlin Road) and northerly of the north right-of-way line of Anderson Street (FHWA access road) and more particularly described as follows:

Commencing at a point on the northerly right-of-way of East Fifth Street (Evergreen Highway, SH No. 8), from which point the City of Vancouver's Bench Mark No. 2 bears south 87° 54' east 1,875 feet, said Bench Mark being located at the point of intersection of said northerly right-of-way with the westerly line of East Reserve Street; thence north 87° 54' west, along said northerly right-of-way 960 feet, more or less, to intersection with the west line of McLoughlin Road; thence north 22° 26' east, along said west line 285.00 feet; thence north 81° 35'21" west, 735 feet, more or less, to a point which is 75.00 feet southeasterly, when measured at right angles, from the centerline of proposed State Highway No. 1; thence north 30° 19'00" east, 771.30 feet; thence north 18° 49'30" east, 60.00 feet; thence north 65° 19' 30" east, 45.70 feet; thence north 20° 19'30" east, 41.00 feet; thence south 69° 40'30" east, 388.50 feet; thence north 18° 29'35" east, 113.02 feet to the POINT OF BEGINNING on the north right-of-way of Anderson Street, said point being on the Vancouver Barracks Military Reservation boundary; thence continuing north 18° 29'35" east, 257.27 feet along said boundary the following courses; thence north 32° 18'55" east, 38.40 feet; thence north 89° 36'15" east, 52.40 feet; thence north 24° 12'15" east, 17 feet, more or less, to a point on the southerly line of East Tenth Street; thence along said southerly line south 87° 38'19" east, 101.87 feet to the beginning of a curve concave southerly; thence easterly along said curve having a radius of 593.49 feet and a central angle of 17° 55'45" for an arc distance of 185.84 feet to intersection with the westerly right-of-way line of Cabell Road; thence leaving the Vancouver Barracks boundary, southwesterly along said westerly line on a curve concave northwesterly and having a radius of 420 feet and a central angle of 28° 08'45" for an arc distance of 206.32 feet; thence south 48° 28'45" west, 152.23 feet, to the north right-of-way line of Anderson Street; thence north 73° 45'01" west along said north line, 99.54 feet to the beginning of a curve concave southerly; thence westerly along said curve having a radius of 167.00 feet and a central angle of 42° 04'52" for an arc distance of 122.99 feet to the POINT OF BEGINNING.

Contains 2.03 acres (0.82 hectares), more or less.

The preceding description was not obtained from a single source and is not intended to depict an actual survey.

Master Lease - 2019-2023**EXHIBIT B- INVENTORY OF PROPERTY****B-1 Officers Row**

Bldg	Unit	Type of Use
2	601 Officers Row	Commercial
2	603 Officers Row	Commercial
3	650 Officers Row	Commercial
3	652 Officers Row	Commercial
3	654 Officers Row	Commercial
3	656 Officers Row	Commercial
1	701 Officers Row	Commercial
4	750 Officers Row	Commercial
4	752 Officers Row	Commercial
6	850 Officers Row	Commercial
4	754 Officers Row	Commercial
5	756 Officers Row	Commercial
5	800-A Officers Row	Commercial
8	800-B Officers Row	Commercial
5	800-C Officers Row	Commercial
5	800-D Officers Row	Commercial
5	802A Officers Row	Commercial
5	802B Officers Row	Commercial
5	802C Officers Row	Commercial
5	802D Officers Row	Commercial
5	804 Officers Row	Commercial
5	806 Officers Row	Commercial
7	901 Officers Row	Commercial
7	903 Officers Row	Commercial
7	905 Officers Row	Commercial
8	951 Officers Row	Commercial
8	953 Officers Row	Commercial
8	955 Officers Row	Commercial
9	1001 Officers Row	Commercial
9	1003 Officers Row	Commercial
9	1005 Officers Row	Commercial
9	1007 Officers Row	Commercial
9	1009 Officers Row	Commercial
10	1051 Officers Row	Commercial
10	1053 Officers Row	Commercial
10	1055 Officers Row	Commercial
10	1057 Officers Row	Commercial
11	1101 Officers Row	Commercial
14	1251/1253 Officers Row	Commercial

15	1301 Officers Row	Commercial
15	1313 Officers Row	Commercial
15	1321 Officers Row	Commercial
15	1321B Officers Row	Commercial
15	1321C Officers Row	Commercial
15	1325A Officers Row	Commercial
15	1325B Officers Row	Commercial
16	1351 Officers Row	Commercial
16	1353 Officers Row	Commercial
18	1453 Officers Row	Commercial
21	1601 Officers Row	Commercial
21	1603 Officers Row	Commercial
21	1605 Officers Row	Commercial
21	1607 Officers Row	Commercial
12	1151 Officers Row	Residential
12	1153 Officers Row	Residential
12	1155 Officers Row	Residential
12	1157 Officers Row	Residential
12	1161 Officers Row	Residential
12	1163 Officers Row	Residential
12	1165 Officers Row	Residential
12	1167 Officers Row	Residential
12	1201 Officers Row	Residential
13	1203 Officers Row	Residential
13	1205 Officers Row	Residential
13	1207 Officers Row	Residential
13	1209 Officers Row	Residential
14	1255 Officers Row	Residential
17	1401 Officers Row	Residential
17	1403 Officers Row	Residential
17	1405 Officers Row	Residential
17	1407 Officers Row	Residential
18	1451 Officers Row	Residential
18	1455 Officers Row	Residential
18	1457 Officers Row	Residential
19	1501 Officers Row	Residential
19	1503 Officers Row	Residential
19	1505 Officers Row	Residential
20	1507 Officers Row	Residential
20	1551 Officers Row	Residential
20	1553 Officers Row	Residential
20	1555 Officers Row	Residential
20	1557 Officers Row	Residential
20	1561 Officers Row	Residential
20	1563 Officers Row	Residential
20	1565 Officers Row	Residential
20	1567 Officers Row	Residential

Howard House	750 Anderson Street, Suite A	Commercial
	750 Anderson Street, Suite B	Commercial
Police Admin Building	605 E Evergreen Blvd	Commercial
Evergreen Arboretum	East end of Officers Row	Public Space

B-2 West Barracks

Mess Hall	621 Barnes St	Commercial
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Red Cross Bldg

605 Barnes St Suite L1	Commercial
605 Barnes St Suite 206	Commercial
605 Barnes St Suite 205	Commercial
605 Barnes St Suite 204	Commercial
605 Barnes St Suite 203	Commercial
605 Barnes St Suite 202	Commercial
605 Barnes St Suite 200	Commercial
605 Barnes St, 1st Floor	Public Use

Artillery Barracks

600 Hathaway Road Suite 103	Commercial
600 Hathaway Road Suite 105	Commercial
600 Hathaway Road Suite 106	Commercial
600 Hathaway Road Suite 201	Commercial
600 Hathaway Road Suite 203	Commercial
600 Hathaway Road Suite 204	Commercial
600 Hathaway Road Suite 207	Commercial
600 Hathaway Road Suite 208	Commercial
600 Hathaway Road Suite LL	Commercial
600 Hathaway Road Suite Board Room	Public Use
600 Hathaway Road 1st Floor East	Public Use

Dental Surgery	619 Barnes Road	Commercial
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Spruce Division, RSB	630 Fort Vancouver Way	Commercial
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Duplexes

602 Barnes St	Residential
604 Barnes St	Residential
500 Martin Ct	Residential
502 Martin Ct	Residential
510 Martin Ct	Residential

512 Martin Ct	Residential
400 Hathaway Rd	Residential
402 Hathaway Rd	Residential
409 Hathaway Rd	Residential
411 Hathaway Rd	Residential
509 Hathaway Rd	Residential
511 Hathaway Rd	Residential
521 Hathaway Rd	Residential
523 Hathaway Rd	Residential

Infantry Barracks

705 Barnes St Unit 101	Residential
705 Barnes St Unit 102	Residential
705 Barnes St Unit 103	Residential
705 Barnes St Unit 104	Residential
705 Barnes St Unit 105	Residential
705 Barnes St Unit 106	Residential
705 Barnes St Unit 201	Residential
705 Barnes St Unit 202	Residential
705 Barnes St Unit 203	Residential
705 Barnes St Unit 204	Residential
705 Barnes St Unit 205	Residential
705 Barnes St Unit 206	Residential

Single Family Residence

701 McClellan Road	Residential
611 McClellan Road	Residential

Post Hospital

610 Barnes Street?	Commercial
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Garages

1	Other
1	Other
2	Other
2	Other
3	Other
3	Other
4	Other
4	Other
5	Other
5	Other
6	Other
6	Other
7	Other
8	Other
9	Other
10	Other

11	Other
12	Other
13	Other
14	Other

B-3 Land Bridge

40-ft.-wide earth-covered pedestrian bridge with 2 overlooks, interpretive panels & native plants, located over Hwy 14 south of the reconstructed Fort Vancouver

Public Use

EXHIBIT C – Schedule of Current Leases

SCHEDULE OF COMMERCIAL LEASES

Bldg	Unit	Lease Term		Tenant
		From	To	
2	601 Officers Row	7/1/2016	30-Jun-2019	Archaeological Services
2	603 Officers Row	3/1/2017	28-Feb-2020	Visiting Angels
3	650 Officers Row	3/12/2016	31-Mar-2021	Hargrove Insurance Agency
3	652 Officers Row	9/22/2018	30-Sep-2020	Maranatha Music
3	654 Officers Row	9/15/2017	30-Sep-2020	Island Family Limited Patnership
3	656 Officers Row	10/1/2018	30-Sep-2020	CloudEngage
1	701 Officers Row	1/1/2017	31-Dec-2021	Bergman, D.D.S., P.S
4	750 Officers Row	2/1/2016	31-Jan-2019	Retsina, Marshack, McGinley
4	752 Officers Row	2/1/2016	31-Jan-2019	Retsina, Marshack, McGinley
6	850 Officers Row	2/1/2016	31-Dec-2023	Columbia Land Trust
4	754 Officers Row	12/1/2018	31-Jan-2020	Charles Wesser/Anne Tucker
5	756 Officers Row	12/15/2018	31-Dec-2021	Tara May, Phd
5	800-A Officers Row	1/1/2018	31-Dec-2018	Edie Dietzen
8	800-B Officers Row	6/15/2018	30-Jun-2019	Jennifer Sites
5	800-C Officers Row	11/1/2016	31-Oct-2019	Miriam Erickson, PhD. PS
5	800-D Officers Row			Vacant
5	802A Officers Row	11/1/2017	31-Oct-2020	WSU Small Business
5	802B Officers Row	2/1/2018	31-Jan-2019	Columbia Symphony Orchestra
5	802C Officers Row	7/1/2018	30-Jun-2019	Deborah Towner LLC
5	802D Officers Row	11/15/2015	30-Nov-2018	Catherine Morton
5	804 Officers Row	7/1/2016	30-Jun-2019	Elizabeth Cook
5	806 Officers Row	1/1/2017	31-Dec-2018	CoreTek, Reps
7	901 Officers Row	12/6/2014	30-Jun-2021	Empire Hospitality
7	903 Officers Row	7/1/2015	30-Jun-2021	Empire Hospitality
7	905 Officers Row	5/1/2016	30-Jun-2021	Empire Hospitality
8	951 Officers Row	6/1/2018	31-May-2019	Terry Murphy Interiors, LLC
8	953 Officers Row	6/1/2018	31-May-2019	Legacy Realty Group
8	955 Officers Row	12/1/2017	30-Nov-2018	Margaret Smith, Barbara Felix, Melissa Robbins
9	1001 Officers Row	11/1/2015	31-Dec-2020	Navigant
9	1003 Officers Row	11/1/2015	31-Dec-2020	Navigant
9	1005 Officers Row	11/1/2015	31-Dec-2020	Navigant
9	1007 Officers Row	1/1/2016	31-Dec-2020	Navigant
9	1009 Officers Row	11/1/2015	31-Dec-2020	Navigant
10	1051 Officers Row	10/20/2014	30-Nov-2019	Westby Associates, Inc.
10	1053 Officers Row	10/20/2014	30-Nov-2019	Westby Associates, Inc.
10	1055 Officers Row	4/1/2017	30-Nov-2019	Westby Associates, Inc.
10	1057 Officers Row	7/1/2018	30-Jun-2019	CoreTek, Reps
11	1101 Officers Row	4/1/2017	31-Dec-2022	The Eatery at The Grant House
14	1251/1253 Officers Row	1/1/2018	31-Dec-2018	Vancouver Business Journal
15	1301 Officers Row		NA	The Historic Trust
15	1313 Officers Row	1/1/2013	31-Dec-2006	Senator Maria Cantwell
15	1321 Officers Row	12/1/2016	30-Nov-2021	Kathleen O'Connor /Pillar Financial
15	1321B Officers Row	7/1/2018	30-Jun-2019	Davis Global Wealth Management
15	1321C Officers Row	1/3/2011	2-Jan-2019	Senator Patty Murray
15	1325A Officers Row	2/1/2018	31-Jan-2019	Oplinc Inc
15	1325B Officers Row	4/7/2018	30-Apr-2019	Elite Emmsion Products, Inc
16	1351 Officers Row	6/21/2015	31-Jul-2021	NW Legacy Law
16	1353 Officers Row	7/1/2017	30-Jun-2022	Salsbury and Co. LLC
18	1453 Officers Row	4/1/2018	31-Mar-2019	Neck, Sheila
21	1601 Officers Row	12/1/2015	30-Nov-2019	Bohemian Companies LLC
21	1603 Officers Row	1/1/2018	31-Dec-2018	Acuity Group PLLC
21	1605 Officers Row	12/1/2018	30-Nov-2019	Bohemian Companies LLC

21	1607 Officers Row	11/1/2015	31-Oct-2020 Fort Vancouver Investment Management
Howard House - Ste B	750 Anderson Street	1/3/2017	2-Jan-2019 Congresswoman Jamie Herrera Beutler
Mess Hall	621 Barnes St	7/1/2015	30-Jun-2020 International Air Academy
Red Cross Bldg	605 Barnes St Suite L1	11/1/2015	31-Oct-2018 Pinnacle
	605 Barnes St Suite 206	1/1/2018	31-Dec-2018 Staub's Funeral Home/All County Cremations
	605 Barnes St Suite 205		Month to Month Mount St. Helens Institute
	605 Barnes St Suite 204	7/1/2018	30-Jun-2019 International Air Academy
	605 Barnes St Suite 203		Month to Month Mount St. Helens Institute
	605 Barnes St Suite 202	1/18/2018	31-Dec-2018 Michael Koszalka
	605 Barnes St Suite 200		N/A The Historic Trust
Artillery Barracks	600 Hathaway Road Suite 103	6/15/2017	30-Jun-2022 Realwear
	600 Hathaway Road Suite 105	6/15/2017	30-Jun-2022 Realwear
	600 Hathaway Road Suite 106	6/15/2017	30-Jun-2022 Realwear
	600 Hathaway Road Suite 201	6/15/2017	30-Jun-2022 Realwear
	600 Hathaway Road Suite 203	6/15/2017	30-Jun-2022 Realwear
	600 Hathaway Road Suite 204		Vacant
	600 Hathaway Road Suite 207		Vacant
	600 Hathaway Road Suite 208	8/1/2017	31-Jul-2022 Leslie Durst
	600 Hathaway Road Suite LL	Month to Month	Realwear
	600 Hathaway Road Suite - Board Room		N/A The Historic Trust
Dental Surgery	619 Barnes Road	6/1/2017	31-May-2020 Exquisite Crystals
Spruce Division, RSB	630 Fort Vancouver Way	10/11/2018	31-Dec-2020 Empire Hospitality

SCHEDULE OF RESIDENTIAL LEASES

Bldg	Unit	From	To	Tenant
12	1151 Officers Row	8/1/2018	31-Jul-2019	Forshaw, Charles & Tessman, Nancy
12	1153 Officers Row	7/1/2018	30-Jun-2019	Pryor, Charles & Diane
12	1155 Officers Row	1/1/2018	31-Dec-2018	Stringer, Don
12	1157 Officers Row	4/1/2018	31-Mar-2019	Gretta Sutton
12	1161 Officers Row	9/1/2018	31-Aug-2019	Andi Peterson
12	1163 Officers Row	7/1/2018	30-Jun-2019	Dietzen, Gerald & Edith
12	1165 Officers Row	11/1/2018	31-Oct-2019	Rickman, Sharon
12	1167 Officers Row	11/1/2018	31-Oct-2019	Fox-Lambert, Michael
12	1201 Officers Row	10/1/2018	30-Sep-2019	Michael & Elisabeth Madar
13	1203 Officers Row	7/1/2018	30-Jun-2019	Welbourn, Gary
13	1205 Officers Row	11/1/2018	31-Oct-2019	Schuller, Richard
13	1207 Officers Row	8/1/2018	31-Jul-2019	Rosser, Robert
13	1209 Officers Row	6/1/2018	31-May-2019	Young, Chris
14	1255 Officers Row	8/1/2018	31-Jul-2019	Gayle Rothrock
17	1401 Officers Row	5/1/2018	30-Jun-2019	Gunn, Pamela & Becker, Cheryl
17	1403 Officers Row	5/1/2018	30-Apr-2019	Holden, Sue
17	1405 Officers Row	6/1/2018	31-May-2019	Lunde, Marilyn
17	1407 Officers Row	10/1/2018	30-Sep-2019	Beverly McDevitt
18	1451 Officers Row	6/1/2018	31-May-2019	Olson, Ed & Bassin, Sarice
18	1455 Officers Row	6/1/2018	31-May-2019	Skinner, Rosanne
18	1457 Officers Row	2/1/2018	31-Jan-2019	Rich-Daniels, Catherine

19	1501 Officers Row	1/1/2018	31-Dec-2018 Vallance, James
19	1503 Officers Row	8/1/2018	31-Jul-2019 Buckman, Fred & Marion
19	1505 Officers Row	9/1/2018	31-Aug-2019 Metcalf, Mary
20	1507 Officers Row	2/1/2018	31-Jan-2019 Kalich, Venita
20	1551 Officers Row	5/1/2018	30-Apr-2019 Gonzales, Ben
20	1553 Officers Row	10/1/2018	30-Sep-2019 Robert Laveyra
20	1555 Officers Row	6/1/2018	31-May-2019 Charlotte Harrison
20	1557 Officers Row	3/1/2018	28-Feb-2019 Stirling, Judith
20	1561 Officers Row	3/1/2018	28-Feb-2019 Lesley Gavin
20	1563 Officers Row	7/1/2018	30-Jun-2019 Fowler, Jonathan "Pete"
20	1565 Officers Row	6/1/2018	31-May-2019 Lane & Judith Vander Sluis
20	1567 Officers Row	7/1/2018	30-Jun-2019 Deborah Mee

Duplexes

602 Barnes St	602 Barnes St	1/1/2017	31-Dec-2018 Hunter, Beth & Rachel
604 Barnes St	604 Barnes St	5/1/2018	30-Apr-2019 Shawn Potter
500 Martin Ct	500 Martin Ct	8/1/2018	31-Jul-2019 Reiner, James
502 Martin Ct	502 Martin Ct	6/1/2018	31-May-2019 Graham, Stacey
510 Martin Ct	510 Martin Ct	6/1/2018	31-May-2019 Berry, Brad & Cindi
512 Martin Ct	512 Martin Ct	1/1/2018	31-Dec-2018 Krantz, Kurston
400 Hathaway Rd	400 Hathaway Rd	1/1/2018	30-Sep-2019 Sowe, Hayes, Blankenship
402 Hathaway Rd	402 Hathaway Rd	3/1/2018	30-Sep-2019 Bryan & Merilee Schmidt
409 Hathaway Rd	409 Hathaway Rd	7/1/2018	30-Jun-2019 Towner, Deborah
411 Hathaway Rd	411 Hathaway Rd	6/1/2018	31-May-2019 William & Joan Cavanah
509 Hathaway Rd	509 Hathaway Rd	6/1/2018	31-May-2019 Van Hoomissen, George & Carla
511 Hathaway Rd	511 Hathaway Rd	1/1/2018	31-Dec-2018 Miyahara, Michael & Stoffer, Elizabeth
521 Hathaway Rd	521 Hathaway Rd	1/1/2018	31-Dec-2018 Basic, Robert
523 Hathaway Rd	523 Hathaway Rd	7/1/2018	30-Jun-2019 Realwear

Infantry Barracks

705 Barnes St Unit 101	1-Aug-2018	31-Jul-2019 Potter, Nicholle
705 Barnes St Unit 102	1-Jul-2018	30-Jun-2019 Schoon, Johannes, Puscas, Raluca
705 Barnes St Unit 103	1-Jun-2018	31-May-2019 Meagher, Tim
705 Barnes St Unit 104	1-Jun-2018	31-May-2019 MJ Murdock
705 Barnes St Unit 105	1-Jun-2018	31-May-2019 Hammontree, Edward
705 Barnes St Unit 106	1-Jun-2018	31-May-2019 Runyan, Elspeth
705 Barnes St Unit 201	1-Oct-2018	30-Sep-2019 Canfield, April
705 Barnes St Unit 202	1-Aug-2018	31-Jul-2019 Nosler, Heidi
705 Barnes St Unit 203	1-Jun-2018	31-May-2019 Burks, Beverly
705 Barnes St Unit 204	1-Jun-2018	31-May-2019 Jeffers, Andrew & Gagnet, McKenzie
705 Barnes St Unit 205	1-Jun-2018	31-May-2019 Weitzel, David & Sharon
705 Barnes St Unit 206	1-Aug-2018	30-Sep-2019 Realwear, Inc

Single Family

701 McClellan Road	1-May-2018	30-Apr-2019 Bickford, Thomas & Rosemary
611 McClellan Road	1-Jan-2018	31-Dec-2018 Dave Sacks

Garages

1	Krantz, Kurston
1	Maranatha Music
2	The Historic Trust
2	The Historic Trust
3	Miyahara, Michael & Stoffer, Elizabeth
3	Jim Reiner
4	Stacey Graham
4	International Air Academy
5	Van Hoomiseen, Geroge & Carla
5	The Historic Trust
6	Berry, Brad & Cindi

6	The Historic Trust
7	Johannes Schoon
8	Towner, Deborah
9	Columbia Land Trust
10	The Historic Trust
11	The Historic Trust
12	The Historic Trust
13	The Historic Trust
14	The Historic Trust

Master Lease- 2019-2023
Exhibit D

Staffing used for property management

	# of staff	Salary range
Maintenance Staff	4	\$36,000 to \$55,000
Maintenance Supervisor	1	\$50K to \$60K
Leasing Agent	1	\$50K to \$60K
Director of Historic Preservation	1	\$75K to \$82K
CEO	1	\$160K to \$180K
Controller	1	\$75K to \$82K
Event Facilities staff	2	\$36,000 to \$45,000
Accounting Coordinator	1	\$36K to \$42K

**Time allocated to
master lease
properties**

100%
75%
40%
50%
15%
25%
100%
35%



Staff Report 193-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Extension of Vehicle and Tool Lease with The Historic Trust

Key Points

- The City has a Master Lease Agreement with the Vancouver National Historic Reserve Trust (dba The Historic Trust) whereby the Trust manages the City-owned property that is part of the Vancouver National Historic Reserve with the exception of Pearson Field.
- Concurrent with the Master Lease, the City and Trust have a Vehicle and Tool Lease that allows the Trust to use vehicles and tools that were purchased by the City for use in maintaining the Historic Reserve property.
- The City Council is approving a five- (5) year extension of the Master Lease, 2019-2023, and is being requested to also approve an extension of the Vehicle and Tool Lease for 2019-2023.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Present Situation

The City has a Master Lease Agreement with the Vancouver National Historic Reserve Trust (dba The Historic Trust) whereby the Trust manages the City-owned property that is part of the Vancouver National Historic Reserve with the exception of Pearson Field. The City and Trust also have a Vehicle and Tool Lease that allows the Trust to use vehicles and tools that were originally purchased by the City for use in maintaining its Historic Reserve property. Under the terms of the Lease, the Trust may use income generated from the operation of the property to replace tools on an as-needed basis. If vehicles subject to the Lease are in need of replacement, the Trust may either replace them from income generated from property operations or may return them to the City in exchange for other vehicles the City has designated as surplus.

Advantage(s)

Allows the Trust to continue to use City-owned tools and vehicles to maintain city-owned property at the Vancouver National Historic Reserve.

Disadvantage(s)

None

Budget Impact

No immediate impact. Revenue from property operations is used to replace tools and vehicles covered under this lease agreement on an as-needed basis.

Prior Council Review

None

Action Requested

On December 17, 2018, authorize the City Manager or his designee to execute an extension of the Vehicle and Tool Lease with the Vancouver National Historic Reserve Trust.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606

ATTACHMENTS:

- ▣ Extension Agreement 2019-2023
- ▣ Exhibit A
- ▣ Exhibit B - Motor Vehicle Usage Policy
- ▣ Exhibit C - Vehicle Use Agreement
- ▣ Exhibit D - Tool Inventory
- ▣ Vehicle and Tool Lease - 2006-2018

**HISTORIC RESERVE TRUST VEHICLE AND TOOL LEASE
2019-2023 EXTENSION AGREEMENT**

DATE: December 17, 2018

THE CITY: CITY OF VANCOUVER
a Washington Municipal Corporation
Referred to as "City"

THE TRUST: VANCOUVER NATIONAL HISTORIC RESERVE TRUST
a Washington non-profit Corporation dba "The Historic Trust"
Referred to as "Trust"

RECITALS:

- A.** On November 21, 2005 the City of Vancouver ("City") and the Vancouver National Historic Reserve Trust ("Trust") entered into a Master Lease for an initial three year period expiring on December 31, 2008 with the provision to extend for up to three (3) additional five (5) year terms.
- B.** On August 4, 2006 the City of Vancouver ("City") and the Vancouver National Historic Reserve Trust ("Trust") entered into a Vehicle and Tool Lease to coincide with the term of the lease in the Historic Reserve Master Lease. Said Vehicle and Tool Lease is attached as Exhibit "A". The initial period for the Vehicle and Tool Lease was for a three year period expiring on December 31, 2008.
- C.** On December 31, 2008, the City and Trust extended the term of the Master lease for one (1), five year extension commencing on January 1, 2009 and ending on December 31, 2013
- D.** On October 14, 2013, the City and Trust extended the term of the Master Lease for one (1) additional five year extension commencing on January 1, 2014 and ending on December 31, 2018.
- E.** On December 17, 2018, the City and Trust extended the term of the Master Lease for one (1) additional five year extension commencing on January 1, 2019 and ending on December 31, 2023.

SECTION 1. In recognition of the intention of the parties for the Vehicle and Tool Lease to coincide with the contract term associated with the Master Lease, it is hereby agreed between the City and Trust that the term of the Vehicle and Tool Lease is hereby extended for an additional five year term from January 1, 2019 through December 31, 2023.

SECTION 2. All other terms and conditions of the Vehicle and Tool Lease are hereby ratified and confirmed and any actions taken subsequent to January 1, 2009 are hereby ratified and confirmed.

SIGNATURES:

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

BY: _____
Gregory J. Goode, President & CEO
Vancouver National Historic Reserve Trust

Address for notices: General O.O. Howard House
750 Anderson Street
Vancouver, WA 98661

BY: _____
Eric J. Holmes, City Manager

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

Address for notices: City of Vancouver
City Manager's Office
P.O. Box 1995
Vancouver, WA 98668

Vehicle and Tool Lease

Exhibit A

Asset Number	VIN	Year	Make
2050NR	1FTNX20L9XEE66224	1999	Ford
5037NR			Eagle
0236NR	1GCFC24H1KE236935	1989	Chevrolet
		2000	John Deere
3077NR	4UZAANCP05CU14159	2005	Freightliner
3095NR	WDYPD544755820992	2005	Freightliner
2160NR	1FT7X2A6XBEC81951	2011	Ford
3012NR	1GBHP32R7V3310152		GM

Model	
F250	
Trailer	2500
Gator	
MT45 Ulilimaster	3500
F250	
Grumman	

EXHIBIT B

403. MOTOR VEHICLE USAGE

SCOPE: This policy applies to all employees of the City of Vancouver unless otherwise addressed by a current collective bargaining agreement or public safety policy.

This policy is also applicable to all other users of City vehicles or individuals who use personal vehicles for City business.

POLICY: This policy addresses use and assignment of City vehicles and use of personal vehicles for City business. A vehicle is any motorized or non-motorized device designed to transport persons or goods on public roadways. Employees are required to comply with all applicable motor vehicle laws while driving City vehicles or any vehicle on City business.

City departments may have additional requirements for the safe operation of motor vehicles and/or may have modifications to certain provisions of this policy provided those modifications are in a written department policy that has been approved by the City's Risk Manager.

GUIDELINES:

1. Are employees required to obtain authorization before driving a City vehicle or using a personal vehicle for City business?

Yes, employees must obtain authorization from their department manager or designee prior to driving a City vehicle or using a personal vehicle for City business. Authorization to use private vehicles may be given on a trip-by-trip or standing approval basis.

To obtain authorization, employees must have a current and valid driver's license and any required endorsements for the vehicle driven and must sign a Vehicle Use Agreement (VUA)

Employees who are required to have a valid Commercial Driver's License (CDL) must also provide a copy of a current and valid CDL and medical card and provide certification of all driving violations in the past year.

To obtain authorization to use a private vehicle for City business, the vehicle must conform to the following requirements:

- a) The vehicle must meet legal requirements to operate on a public highway, and
- b) The vehicle must be in sound mechanical condition and present no safety risks.

2. Will the City pay employees for the use of their personal vehicle for City business?

Employees will be reimbursed for mileage at the IRS optional standard mileage rate allowance, as periodically published by the Finance Department.

3. Are employees required to notify the City of changes in driving status or other issues related to driving where driving is part of the employee's job duties?

Yes. Employees must notify their supervisor of any of the following:

- a) Any permanent or temporary changes in their driving status (including, but not limited to suspension or probationary license status, physical or mental impairment, or use of medication). The employee must also contact the appropriate state department to report the change and obtain a valid license, if possible.
- b) Any condition listed in Guideline #12 (a-k) below.
- c) Any moving violation citations that occur while operating a vehicle for City business. Notification shall be made within one business day of the issuance of the citation.
- d) Any traffic accident that occurs while operating a personal or City vehicle while on City business.
- e) The suspension, revocation or cancellation of their driver's license.

- f) Employees must immediately notify their supervisor of any drug or alcohol conviction involving a motor vehicle, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution.
 - g) CDL holders must report convictions of traffic offenses, excluding parking tickets, within 30 days to his/her immediate supervisor.
 - h) CDL holders who are disqualified from driving a commercial motor vehicle for any period shall notify his/her immediate supervisor within one day of notification of the disqualification.
 - i) In the event that an employee has a motor vehicle accident while on City business, the department manager or designee may require such employee to submit to a post-accident drug and alcohol screen.
4. What happens if an employee is in an accident while on City business or driving a City vehicle?
Any employee involved in an accident while driving a City vehicle or any vehicle while on City business shall:
- a) Call 911 as appropriate;
 - b) Notify your supervisor or manager as soon as possible; and
 - c) In addition to any state required accident reports, employees shall complete the Risk Management Vehicle Accident Report by the end of the shift that the accident occurred and submit it to their supervisor. The supervisor shall then complete the report and forward it to the Risk Management Office.
5. May employees use city vehicles for personal business?
Use of a City vehicle must be for official City business. Incidental use is strictly limited. Employees and their managers should exercise responsible judgment regarding the use of a City vehicle for personal purposes. Personal use of a City vehicle may be permitted, subject to the approval of the applicable department manager or designee, where the use serves the City's interests, results in negligible expense and/or is justified by compelling circumstances.
6. Are there any specific driving/safety requirements?
Yes, including the following:
- a) Do not drive while impaired by fatigue, alcohol, drugs or any other condition. Drivers of City vehicles who feel that their driving abilities may be impaired must cease operating the vehicle immediately. Employees who believe another employee is impaired have a duty to report that person to a supervisor;
 - b) Do not haul loads that could damage a City vehicle;
 - c) Do not use any radar-detection devices in a City vehicle; and
 - d) Lock the car when unattended.
7. May individuals other than City employees drive a City vehicle?
Use of City vehicles by agency temporary workers and/or volunteers requires authorization from the department manager or designee, and is subject to the provisions of this policy.
- Interagency use of a City vehicle requires authorization from a department manager or designee. Use of a City vehicle under an interagency agreement is subject to the provisions mutually agreed upon by the agencies involved.
8. May non-City employees ride as passengers in a City vehicle?
Transporting non-City employee passengers for non-City business, including family members, is not permitted unless authorized by the employee's department manager or designee.
- Generally, non-City employees may ride as passengers in a City vehicle when there is a "work-related" need to transport a non-City employee.

9. Will the City pay for property damage or injuries if an employee is in an accident in a personal vehicle while performing City business?

The City will use the following guidelines when determining whether to pay for property damage or injuries resulting from an accident in a personal vehicle used for City business:

- a) Injuries to employees will be handled as any other worker's compensation claim;
- b) Employees and/or their insurance will be responsible for property damage to their personal vehicle; and
- c) For property damage and/or injuries to third parties, employees will be responsible for submitting a claim to their own insurance carrier. The City may then pay for property damage and/or injuries to third parties in excess of the employee's insurance liability limits as with any other liability claim; however, the City may refuse to pay for property damage and/or injuries to third parties if City policies were not followed.

10. Will City vehicles be assigned to employees to take home on a regular basis?

City vehicles may be assigned to specified employees on a take home basis to enable the employee to respond to emergency situations or when required for business necessity.

Assignments are to be authorized by the City Manager, department manager or their designee and may be authorized on a continuous basis or for a specified time period. Under no circumstances may anyone, other than an authorized City employee, be assigned a City vehicle for take home use.

11. Will the City monitor who is authorized to drive a city vehicle or personal vehicle for city business?

Yes. Each department head or their designee will provide Risk Management with the names and drivers' license numbers of their employees who are authorized to drive a personal or City vehicle on City business, including those who hold a Commercial Driver's License (CDL). Department managers or their designee will forward original Vehicle Use Agreements to Risk Management.

Employees who are authorized to drive City vehicles, including CDL holders, or to drive a personal vehicle for City business, are subject to an annual review of driving abstract to determine if they are still eligible to drive on behalf of the City.

12. When will the City remove authorization to drive a City vehicle or use a personal vehicle for City business?

City employees and other agents of the City will not be authorized to drive a City vehicle or use a personal vehicle for City business if they:

- a) Have been convicted of homicide, manslaughter or assault arising out of the use of a vehicle;
- b) Have been convicted for driving with a suspended or revoked license within 24 months;
- c) Have been convicted for eluding a police officer;
- d) Have been convicted for Driving Under the Influence (DUI) within 36 months;
- e) Have more than one conviction for Driving Under the Influence (DUI);
- f) Have been convicted for Reckless Driving within 24 months;
- g) Have been convicted to a crime related to failure to report an accident or citation, or been convicted a crime related to intentionally making a false claim in a report of an accident or citation;
- h) Are currently required to maintain SR22 filing;
- i) Have currently had their driver's license suspended or revoked;
- j) Are currently required to use an ignition interlock device on any vehicle; and/or
- k) Any other driving-related violations that the Risk Manager determines should result in loss of the employee's authorization to drive a City or personal vehicle for City business.

Department managers or their designee shall immediately notify Risk Management regarding any employee who becomes ineligible to operate a vehicle under this policy and may prohibit said employee from operating any vehicle for City-related business.

Risk Management will notify the appropriate department manager when it is determined that an employee does not have an acceptable driving record in accordance with this policy.

Drivers must immediately inform their supervisor and department manager in writing if they are involved in an incident that may result in disqualification from driving under this policy. Failure to report an accident or disqualifying incident may result in revocation of the privilege of driving a City vehicle.

13. Who is responsible for paying for traffic infractions and parking tickets received in a City vehicle or while driving a personal vehicle for City business?

Traffic infractions (including parking tickets) are the personal responsibility of the vehicle operator. In addition, passengers are also personally responsible for any citations they may receive. Infractions shall be paid promptly by the employee to the enforcing agency.

14. What happens if an employee's job duties require driving and they are disqualified from driving a City vehicle?

For an employee who is not required to have a CDL but whose job requires driving, the City may make a reasonable effort to reassign the employee to duties which do not require a driver's license and for which the employee is qualified. The City will not create work or a position to accommodate the employee.

Employees who are required to have a CDL and are disqualified from driving a commercial motor vehicle are not allowed to drive any commercial motor vehicle for the City, and the City will not create work or a position to accommodate the employee.

15. May employees leave a vehicle idling?

Employees are responsible for eliminating the unnecessary idling of vehicles in order to reduce the cost of City operations and to reduce emissions created by City vehicles. Unless exempted below, no City vehicle is to be idled in a non-emergency situation while parked. This provision shall not apply to:

- a) Emergency service vehicles, such as fire apparatus and police vehicles, when necessary for emergency response;
- b) Idling when necessary to operate defrosters, heaters, air conditioners or other equipment for safety and health reasons;
- c) Idling when necessary to prevent rapid vehicle battery discharge for operations requiring power take off or work functions involving vehicle powered auxiliary equipment;
- d) Start up or cool down periods of turbo-charged diesel engines in accordance with manufacturer specifications (typically no more than 5 minutes); or
- e) Vehicles being serviced or repaired.

16. May an employee use a City or a personal vehicle while on City business for political purposes?

No employee or person may use a City vehicle for the purpose of campaigning in support of, or in opposition to, any candidate or ballot measure.

Employees may affix political signs, bumper stickers or placards to their personal vehicles, which may be used for City business and be parked at City buildings.

17. Can modifications be made to a City vehicle?

Modifications to City vehicles may only be undertaken with the prior consent of the department manager. When allowed, modifications shall be made by the appropriate City department or vendor.

EXHIBIT C

CITY-TRUST
VEHICLE USE AGREEMENT
Risk Management Office

Last Name:	First	Middle
Date of Birth:	Department:	Phone Ext.
Commercial Driver Lic #	CDL State:	
Driver's License (DL) #	DL State:	

Instructions:

Any person driving City vehicles for Trust-related business must complete this form. Original copies of the Vehicle Use Agreement will be maintained in the Trust files with a copy provided to the City.

If any information provided on this form should change, it is the employee's responsibility to complete and submit an updated form within a reasonable time.

Trust Employee Agreement:

I acknowledge that I have received and read the City of Vancouver Vehicle Use Policy. I understand the contents and agree to comply with the policy. Failure to comply is considered a violation of Trust policy.

As a condition of driving a City vehicle, I hereby attest:

- ☐ I have a valid and current driver's License.
- ☐ I have a valid and current Oregon or Washington Commercial Driver's License (if applicable).
- ☐ I have valid and current automobile insurance that meets the requirements of the state where my vehicle is registered.
- ☐ I authorize the release of my driving abstract to the Trust for my employment application as well as for review on a periodic basis

In addition:

- ☐ I further agree to immediately inform my supervisor of any change in the status of my driving record, and to a periodic review of my Driver's License Abstract by the City of Vancouver.

Trust Employee's Signature: _____ Date: _____

- Trust Employee is authorized to:
- ☐ Operate a City Vehicle
 - ☐ Operate Personal Vehicle for City/ Historic Reserve Business
 - ☐ Operate City Vehicle Requiring CDL
 - ☐ Not drive for City/Historic Reserve business

Supervisor's printed name: _____

Signature: _____ Date: _____

PLEASE SEND COPY OF COMPLETED AND SIGNED VEHICLE USE AGREEMENT TO: City of Vancouver; Risk Management, P.O. Box 1995, Vancouver, WA 98668

THE HISTORIC TRUST TOOL INVENTORY

LOCATION	BRAND	DESCRIPTION	MODEL NO.	SERIAL NO.	CONDITION(good/fair/poor)	EST. VALUE \$
MH Shop	Hitachi	Siding Nailer	NV65AH	C318924D	Good	150
MH Shop	Jet	Moulder	JPM13CS	4034754	Good	1100
MH Shop	Powermatic	Band Saw	PWBS14	1791216K	Good	800
MH Shop	Powermatic	Table Saw	66	9066375	Good	1300
MH Shop	Powermatic	Planner	15	205015133	Good	2100
MH Shop	Ryobi	Miter Saw	TSS100L	J093205264	Fair	150
MH Shop	Jet	Dust Collector	DC1100	141621	Good	400
MH Shop	Jet	Grinding Station	JBG8A	431137	Fair	100
MH Shop	Milwaukee	Portable Band Saw	6230	6-785404441448	Good	300
MH Shop	Dayton	Polisher Station	4TJ95B	200208	Good	140
MH Shop	Craftsman	Belt/Disc Sander	251215141	201104	Good	120
MH Shop	Ryobi	Drill Kit	P213	CS15280DA90252	Fair	80
MH Shop	Bosch	Jig Saw	1581VS	0-601581734	Fair	80
MH Shop	Milwaukee	Seesnake	2311-20	C20A9095014987	Good	150
MH Shop	Milwaukee	Hole Hawg	1675-1	413321562	Fair	100
MH Shop	CST/Berger	Lazer Level Kit	RL25H	805110884	Good	600
MH Shop	Senco	Coil Nailer	SCN65	Not Legible	Fair	80
MH Shop	Hitachi	Brad Nailer	NT50AE25	C337599D	Good	60
MH Shop	Portercable	Crown Stapler	N5150C	17346194	Good	80
MH Shop	Milwaukee	9" Sander	6072	703A493120002	Fair	80
MH Shop	Leister	Hot Air Welding Kit	TRIAC-ST	1801056854	Good	700
MH Shop	Werner	16' Aluminum Ladder			Good	80
MH Shop	Werner	8' Step Ladder			Good	90
MH Shop	Stihl	Blower	BG56C	507244873	Good	220
#2160	Makita	4.5" Grinder	9557NB	7242-B	Good	50
#3077	Makita	Drill	XFD06	0-333820	Good	100
#3077	Makita	Impact Drill	XDT13	0-447629	Good	100
#3077	Ryobi	Portable Table Saw	TS1343L	B15104539948	Fair	120
#3077	Rockwell	Multitool	RK5142K	31067984	Good	130
#3077	Bosch	4.5" Grinder	Not Legible	Not Legible	Fair	40
#3077	Makita	Circular Saw	5377MG	70565Y	Good	150
#3077	Milwaukee	Sawzall	Not Legible	A17E608205755	Good	100
#3077	Ridgid	Shop Vac	WD06701	1-73212030020	Good	80
#3077	Central	Pneumatic Stapler	68029	Not Legible	Good	35
#3077	Senco	Brad Nailer	Not Legible	92512111	Fair	50
#3077	Wagner	Heat Gun	2363333		Good	30
#3077	Dewalt	Corded Drill	DW511	783101	Good	80
#3095	Makita	Cordless Drill	XDT11	0-276549	Good	100
#3095	Makita	Cordless Impact Drill	XDI11	447664	Good	100
#3095	Warner	6' Ladder	18970		Good	50
#3095	Warner	4' Ladder			Good	40
#3095	Graco	Airless Sprayer	390		Good	500
#3095	Graco	Airless Sprayer	395		Good	550
#3012	Makita	Cordless Drill	XPH06	0-8381118	Good	150
#3012	Makita	Cordless Impact Drill	XAT08	0-8381118	Good	150
#3012	Rolair	Finish Compressor	JC10A	2015080589	Good	200
#3012	Dewalt	Compressor	655146	2764038948	Good	150
#3012	Makita	4.5" Grinder	G4530	1306467Y	Good	50
#3012	Portercable	6" Orbital Sander	7336	466258A0044	Good	80
#3012	MHT	Heat Gun	750		Fair	30
#3012	Dewalt	3/8 Angle Drill	DW160V	5030200941-59	Good	100
#3012	Bosch	Belt Sander	273D	8490567	Good	60
#3012	Makita	Power Planner	N1900B	68777	Good	150
#3012	Craftsman	Shop Vac	993177415	0-7015R0747	Good	60
#3012	Rockwell	Multitool	RK5141K	2015-11071195	Good	130
#3012	Kwikset	Door Instalation Tool			Good	200
#3012	CE	Multimeter	61010-1		Good	75
#3012	Milwaukee	Drywall Screwgun	6742-20	146A50230078	Good	70
#3012	Milwaukee	1/2" Corded Drill	5376-20	D20BD14260155	Good	85
#3012	Bostich	Brad Nailer	BTFP12233	BT13	Good	80
#3012	Bostich	Finish Nailer	BTFP72155	DA15	Good	150
#3012	Senco	Crown Stapler	SLS18MG	Not Legible	Good	40
#3012	Senco	Palm Nailer	Not Legible	Not Legible	Good	40
#3012	Senco	Cordless Finish Nailer	FINISH41	50600393	Fair	60
#3012	Senco	Cordless Brad Nailer	AIRFREE25	17830087	Fair	50
#3012	Central	Pneumatic Stapler	68029	387771359	Good	30

[illegible]

VEHICLE AND TOOL LEASE
BETWEEN
CITY OF VANCOUVER
AND
VANCOUVER NATIONAL HISTORIC RESERVE TRUST
JANUARY 1, 2006 THROUGH DECEMBER 31, 2018

THE CITY: CITY OF VANCOUVER,
a Washington Municipal Corporation
Referred to as the "City"

THE TRUST: VANCOUVER NATIONAL HISTORIC RESERVE TRUST,
a Washington non-profit Corporation
Referred to as the "Trust"

RECITALS:

A. The City is the Owner of certain personal property ("Vehicles and Tools") attached as Exhibit A and B which have been used to maintain and service properties in the Vancouver National Historic Reserve ("the Reserve") located within and owned or leased by the City of Vancouver .

B. The Trust is a non-profit corporation formed for the purpose of furthering and advancing the historic and cultural heritage of the Reserve.

C. Effective January 1, 2006, the City and the Trust (the "Parties") entered into a Historic Reserve Master Lease for certain real property ("Premises") within the Reserve.

D. It is mutually beneficial for the Parties that the Trust continue use of the Vehicles and Tools to maintain the Reserve under the Master Lease.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. RECITAL PROVISIONS DEEMED OPERATIVE LANGUAGE.

The Parties agree that the aforementioned recitals shall be deemed operative and enforceable language of this Vehicle and Tools Lease ("this Lease").

2. LEASED PROPERTY.

2.1 Vehicles

The Vehicles are "as is" and are generally described within Exhibit A. The Trust may only use the Vehicles to maintain the Reserve and may not sublet any Vehicles included within this Vehicle and Tool Lease.

2.2 Tools

The Tools are “as is” and may only use to maintain the City’s Historic Reserve property.

2.3 Inventory and Disposition of Existing Property

The Parties recognize that normal wear and tear will occur and will result in the need for disposition of unusable Vehicles and Tools. The Trust shall maintain and provide to the City an annual inventory listing of all Vehicles and Tools subject to this Lease which inventory shall note their condition, projected useful life, and disposition during the year, if any. The City may either dispose of the Vehicles and Tools which are no longer useable or which are surplus to the needs of the Parties in a commercially reasonable manner; or, if disposition of such items by the City is not commercially reasonable, the City may permit the Trust to sell such items and retain the proceeds of sale. Proceeds are to be used to support the operation of city-owned property at the Reserve (amended 11/9/2017).

2.4 Replacement Vehicles and Tools

As Tools subject to this Lease are disposed of, the Trust shall replace them from income generated from the Premises. As Vehicles subject to this Lease are in need of replacement, the Trust shall either replace them from income generated from the Premises or may return them to the City in exchange for other vehicles the City has designated as surplus. Such replacement Vehicles and Tools shall be procured by the Trust in compliance with the City’s procurement processes under Article II of Ch. 3.05 VMC (Purchases of Supplies, Materials and Equipment). Vehicles and Tools so procured shall be the property of the City and shall be listed in the Inventory of Vehicles and Tools maintained by the Trust pursuant to this Lease (amended 11/9/2017)

3. **CONDITION OF PROPERTY /MAINTENANCE.**

The City will deliver the Vehicles and Tools to the Trust in their current “as is” condition. The Trust and the City acknowledge and agree the Vehicles and Tools need varying degrees of repair and maintenance. The City will not be required to perform any repairs to the Vehicles and Tools as a pre-condition to the Lease. The Trust assumes all the repair and maintenance obligations as set forth in this Vehicle and Tool Lease without exception. The Trust has the option of having the vehicle repair and maintenance performed by the City’s Equipment Services. Such services will be billed at the City’s hourly rates (amended 11/9/2017)

4. **TERM.**

The Initial Term of this Vehicle and Tool Lease will coincide with the Terms associated with the Master Lease and commences on January 1, 2006 (the “Commencement Date”), and will continues through December 31, 2008. The Trust and the City agree they will seek to

negotiate an extension of the Vehicle and Tool Lease beyond the Initial Term on such terms and conditions as the City and the Trust may agree upon; provided, however, that during the Initial Term either party may terminate this Lease by giving the other party six (6) months written notice.

5. CONSIDERATION.

In consideration of the Trust assuming the liability for repairs, maintenance and insurance/liability coverage for the Vehicles and Tools, in the amount of approximately \$5,000 per year no cash lease payments shall be required under this Lease.

6. VEHICLE LOGOS AND IDENTIFICATION

Vehicles will display the official Vancouver National Historic Reserve logo and be marked “for official use only.” No vehicles will display the City of Vancouver’s logo. At the discretion of the Trust, some vehicles may be operated without logos; provided that all Vehicles which do not display the Reserve logo shall be identified as City property and shall bear the notation “for official use only” in conformity with RCW 46.08.065.”

7. INSURANCE

7.1 Insurance

The Trust shall maintain a minimum of \$1,000,000 in auto insurance. The City of Vancouver shall be listed as an additional insured.

7.2 Vehicle Use Agreement

The Trust agrees to administer the City Motor Vehicle Usage Policy 403 (Exhibit B) so that all Trust employees who drive city-owned vehicles are required to complete and submit to the City a Vehicle Use Agreement (Exhibit C). The Trust shall obtain a copy of the driver record abstract of any employee operating a city-owned vehicle to ensure compliance with the policy. Driver abstract forms will be reviewed by the Trust on an annual basis to determine if the employee is still eligible to drive a city-owned vehicle (amended 11/9/2017).

8. INDEMNIFICATION

The Trust agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including without limitation, costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the use by the Trust, its employees, agents, guests, prospective clientele or invitees involving the Vehicles and Tools. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit

if any principal of public law is involved. This indemnity and hold harmless shall include any claim made against the City by an employee of the Trust or subcontractor or agent of the Trust, even if Trust is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. The Trust specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Trust provide the broadest scope of indemnity permitted by RCW 4.24.115.

9. TAXES, REGISTRATIONS AND LICENSES

The Trust will maintain current registration for all Vehicles and shall pay all taxes including without limitation all sales, use, and personal property taxes and all vehicles license fees associated with registration of Vehicles with the State of Washington Department of Vehicle Licensing. The Trust shall likewise be responsible for compliance with all vehicle inspection, emission and other state and federal laws pertaining to the maintenance and operation of the Vehicles.

10. DEFAULT

10.1 Events of Default

Any Default by the Trust under the Historic Reserve Master Lease shall also be considered a default under this Vehicle and Tool Lease..

10.2 Rights and Remedies

Upon the occurrence of a default, the City shall have the following rights and remedies, which shall be cumulative and in addition and supplemental to any and all other rights and/or remedies provided under applicable law, including but not limited to the City declaring the Lease term ended and retaking possession of any or all of the Vehicles. In such event, the Trust will have no further claim upon the Vehicles or under this Vehicle and Tool Lease.

10.3 Abandoned Property

In the event of the City taking possession of the Vehicles, the City shall have the right, but not the obligation, to remove all or any part of the contents and treat them as abandoned and dispose of them in any manner without liability.

11. GENERAL PROVISIONS

11.1 Severability

The invalidity of any provision of this Vehicle and Tool Lease, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision of this Lease.

11.2 Time

Time is of the essence of this Vehicle and Tool Lease and delivery of possession of the Vehicles and Tools to the Trust will occur concurrently with the possession by the Trust of the real property described within the Historic Reserve Master Lease. Acts taken prior to the execution of this Vehicle and Tool Lease in conformity with its provisions are hereby ratified and affirmed.

11.3 Incorporation of Prior Leases; Amendments

This Vehicle and Tool Lease constitutes the entire agreement of the Parties regarding the subject matter of this Lease and supersedes all prior written and oral agreements and representations. Neither the City nor the Trust is relying on any representations other than those expressly set forth in this Vehicle and Tool Lease. The Lease may be modified in writing only, signed by the Parties in interest at the time of the modification.

11.4 Waivers

No waiver by the City of any provision of this Vehicle and Tool Lease will be deemed a waiver of any other provision of this Lease or of any subsequent breach by the Trust of the same or any other provision.

11.5 Recording

This Lease does not involve an interest in real property and the Trust will not record this Lease.

11.6 Surrender

On expiration or early termination of this Vehicle and Tool Lease, the Trust and the City will agree on all reasonable steps and processes for effecting the transition to the City regarding the Vehicles and Tools. If the Trust fails to return the Vehicles and Tools when required, the City may use whatever lawful means it deems necessary to recover the Vehicles and Tools and to recover damages caused by wrongful holdover.

11.7 Binding Effect; Choice of Law

This Vehicle and Tool Lease will bind the Parties, their personal representatives, successors and assigns. The Lease will be governed by the laws of the State of Washington.

12. NOTICES

Notices between the Parties relating to this Vehicle and Tool Lease shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated below or to such other address as either party may specify by notice to the other.

To the City at: City of Vancouver
Attention: City Manager
P.O. Box 1995, 415 W. 6th Street,
Vancouver, WA 98668

To the Trust at: Vancouver National Historic Reserve Trust
Attention: President
General O.O. Howard House
750 Anderson Street
Vancouver, WA 98661

SIGNATURES

THE PARTIES HERETO have executed this Lease at the place and on the dates specified immediately below their respective signatures.

THE TRUST:

The CITY:

Vancouver National Historic Reserve Trust

City of Vancouver

By: _____

By: _____

Its: President

Its: City Manager

Dated: _____

Dated: _____

EXHIBIT A

Asset Number	Vehicle Identification Number	Year	Make	Model
0101NR	1CUMH2229HL004594	1987	CUSHMAN	3 WHEEL POLICE
0102NR	1CUMH2229HL004595	1987	CUSHMAN	3 WHEEL POLICE
0122NR	2W9MPK632MP044215	1992	GO 4	SCOOTER
0250NR	1GCDC14ZXKE200011	1989	CHEVROLET	C10
0257NR	1GTDK1442KE531854	1989	GMC	SIERRA
0304NR	1B6ME3658K5137898	1989	DODGE	D350
0361NR	1GBHR34K2HJ149929	1987	CHEVROLET	C30
0362NR	1GCHP32K0J3338965	1988	CHEVROLET	P30
0365NR	1GCHP32K5K3321032	1989	CHEVROLET	P30
0369NR	1GCHP32K1M3311049	1991	CHEVROLET	P30
0535NR	1MDCJNT29PF571730	1993	SHORELINER	TRAILER
3043NR	CPL3573329263	1977	CHEVROLET	P30



Staff Report 194-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Memorandum of Understanding for a Campus for Arts, Culture and Innovation

Key Points

- The City, Fort Vancouver Regional Libraries and Vancouver School District signed a Memorandum of Understanding that creates a framework to develop a Campus for Arts, Culture and Innovation at the site of the old library on Mill Plain and Fort Vancouver Way.
- The site would include a K-5 School for Arts, a repurposing of the existing library building and potentially a new visual and performing arts center.
- The 2019-2020 biennial budget approved by the Council includes an appropriation of \$871,757 for this project.
- The Council is being asked to ratify the Memorandum of Understanding.

Strategic Plan Alignment

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

Present Situation

On August 18, 2018, the City, Fort Vancouver Regional Libraries (FVRL) and Vancouver School District (District) signed a Memorandum of Understanding (MOU) that set up a framework for the three parties to work together to develop a K-5 School for Arts and Innovation and a Campus for Arts, Culture and Innovation on City-owned property at 1007 and 1301 East Mill Plain Blvd. The property currently serves as the administrative headquarters for FVLR through a long-term lease agreement with the City.

The objectives of the MOU were for the parties to work cooperatively to design and commit to a master development strategy that would:

- Enable construction of a K-5 School of Arts and Innovation opening for the 2021-2022 academic year;
- Enable uses compatible with the school that might include facilities for performing and visual

arts, a community center for knowledge, arts and innovation and operation of related FVRL programs;

- Repurpose the existing building occupied by the FVRL administrative offices into arts and innovation space;
- Find a new location for FVRL Administration if co-location on the property is not deemed feasible;
- Address the requirement for parking for the employees of the main library either at the current site or another nearby location; and
- Result in a master plan for the property.

The MOU is not a legally binding contract. Its value is that it documents the parties' understandings related to their intent, objectives and timeframes to collaboratively plan for this project. Council ratification is not legally required, but given the significance of this undertaking, it is sought.

Advantage(s)

1. Sets a framework for the three parties to work together on a project with significant community benefit.
2. Would locate a new K-5 School of Arts and Innovation, adjacent to downtown Vancouver. Funding for this project is available through a Vancouver Public Schools bond measure approved by the voters in 2017.
3. Would allow the City to potentially repurpose the FVRL administrative building into space for arts and innovation.
4. Provides space for the future development of a visual and performing arts center.

Disadvantage(s)

Development of the campus could require a significant commitment of City resources.

Budget Impact

The City Council appropriated \$871,757 in the 2019-2020 biennial budget to support this project.

Prior Council Review

None

Action Requested

Adopt a resolution ratifying the Memorandum of Understanding between the City, Vancouver School District and Fort Vancouver Regional Libraries for development of a campus for arts, culture and innovation.

Jeanette (Jan) Bader, Program & Policy Development Manager, 487-8606; Chad Eiken, Community & Economic Development Manager, 487-7882

ATTACHMENTS:

- ▣ Resolution
- ▣ Memorandum of Understanding

12/17/18

RESOLUTION NO. M-_____

A RESOLUTION ratifying the Memorandum of Understanding between the City, Fort Vancouver Regional Libraries (FVRL) and Vancouver School District No. 37 (District) for a K-5 School for Arts and Innovation and a Community Center for Arts, Culture and Innovation.

WHEREAS, the District wishes to build a new K-5 Elementary School with an arts and innovation focus in or adjacent to downtown; and

WHEREAS, there is a shortage of performing art, visual art and maker's art space in Vancouver as identified in the City's 2018 "Culture, Arts and Heritage Plan", and

WHEREAS, the City owns the real property and buildings located at 1007 East Mill Plain Blvd. and 1301 East Mill Plain Blvd. which is currently being used by FVRL as their administrative headquarters through a long-term lease with the City; and

WHEREAS, the City, FVRL and the District have agreed to work together to develop a campus including the K-5 School and other compatible uses which could include a center for performing and visual arts and a center for knowledge, arts and innovation on the City's property at 1007 East Mill Plain Blvd. and 1301 East Mill Plain Blvd.; and

WHEREAS, on August 13, 2018, the City, FVRL and District agreed to a Memorandum of Understanding , agreeing to work collaboratively on such a project.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR _____, the Memorandum of Understanding between the City, Fort Vancouver Regional Libraries (FVRL) and Vancouver School District

RESOLUTION - 1

No. 37 (District) for a K-5 School for Arts and Innovation and a Community Center for Arts, Culture and Innovation attached hereto as Exhibit A is hereby ratified.

Section 2. This resolution shall be effective immediately upon adoption.

DATED this 17th day of December, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

MEMORANDUM OF UNDERSTANDING
between
CITY OF VANCOUVER,
FORT VANCOUVER REGIONAL LIBRARIES
AND VANCOUVER SCHOOL DISTRICT NO. 37
for
A K-5 SCHOOL FOR ARTS AND INNOVATION AND A COMMUNITY CENTER FOR
ARTS, CULTURE AND INNOVATION

This Memorandum of Understanding ("MOU") entered into this 13 day of August, 2018 between City of Vancouver ("City"), a municipal corporation formed under the laws of the State of Washington, the Fort Vancouver Regional Libraries District ("FVRL"), an inter-county rural library district, operating in Clark, Cowlitz, Klickitat and Skamania Counties and Vancouver School District No. 37 ("District"), collectively the "Parties".

RECITALS:

WHEREAS, the Parties have a history of working collaboratively to best serve the public; and

WHEREAS, the City, FVRL and the District wish to enter into this MOU to document their understanding of their mutual interests and roles regarding the potential siting and development of a K through 5 school of arts and innovation and other compatible uses which could include a center for performing and visual arts and a center for knowledge, arts and innovation; and

WHEREAS, the City owns the real property and buildings located at 1007 East Mill Plain Blvd. and 1301 East Mill Plain Blvd. in Vancouver, Washington; and

WHEREAS, on December 19, 2011, the City and FVRL entered into a lease agreement whereby FVRL leases the buildings and property located at 1007 East Mill Plain Blvd. and has a license to use a portion of the property located at 1301 E. Mill Plain Blvd. for parking and their administrative headquarters. The lease term is until December 19, 2021 with FVRL having the option to extend the term until December 19, 2031; and

WHEREAS, the District owns the property located at 1601 E. Mill Plain Blvd. which is to the east and contiguous with the City's E. Mill Plain Blvd. property and which is currently being used for a recreational soccer field and track; and

WHEREAS, the District wishes to build a new K-5 school with an arts and innovation focus in or adjacent to downtown Vancouver; and

WHEREAS, the District's bond measure approved by the voters in 2017 and includes funding for the new downtown K-5 arts and innovation school; and

WHEREAS, there is a shortage of performing art, visual art and maker's art space in Vancouver as identified in the City's 2018 "Culture, Arts and Heritage Plan"; and

UNDERSTANDING:

1. The Intent:

The Parties are willing to collaborate in an effort to determine if it is possible to create a multi-use campus for education, arts and innovation that includes a K through 5 school of arts and innovation, and compatible uses which could include a center for performing and visual arts, and a center for knowledge, arts and innovation upon the Property. The Parties enter into this memorandum with the understanding that any arrangement must recognize and accommodate the needs of each of the Parties and that the goal is to achieve a result that will capitalize on the benefits of the potential location or colocation of their facilities; further the mission of each of the parties and benefit the community. The purpose of this memorandum is to document the Parties' understandings regarding how and when this effort shall be undertaken. This memorandum is not a contract and does not legally bind the Parties.

Each of the parties agrees that any party may withdraw at any time and for any or no reason determine not to proceed with further consideration of the Project. Further, the parties acknowledge that if the FVRL elects to withdraw from participation in a partnership project as contemplated by this Memorandum, the City and District may proceed with an independent agreement for the District's planning and construction' of a K-5 School of Arts and Innovation on the south portion of the Property in a manner that does not disturb the current Lease between the city and FVRL.

2. The Property:

The real properties which are the subject of this MOU consist of Assessor's Parcel #038279926, located at 1007 East Mill Plain Blvd and a portion of Assessor's Parcel #038279938 that is situated immediately to the south of Parcel #038279926. The Property is depicted in the attached Exhibit A.

3. The Objectives:

A. The Parties will work cooperatively to:

1. Design and commit to a master development strategy that:

- a. enables delivery of a K-5 school of arts and innovation on the Property that can result in school opening for 2021-22 academic year
- b. enables uses compatible with and complimentary to the K-5 school on the Property, which could include but is not limited to:
 - i. facilities for performing and visual arts
 - ii. a community center for knowledge, arts and innovation
 - iii. operation of related FVRL programs
- c. Repurposes the existing building occupied by FVRL administrative offices
- d. Find a permanent location for FVRL Administration if co-location on the Property is not deemed feasible
- e. addresses parking for the employees of the main library
- f. results in a master plan for the Property
2. Develop a funding plan for the development and execution of the master plan.
3. Develop complementary creative spaces that implement shared mission components of the City, FVRL and the District that benefit each organization and the community at large.
4. Craft a partnership that inspires additional investment from other philanthropic and government partners.
5. Identify potential operator(s) of center for performing and visual arts, and for knowledge, arts and innovation.

B. The City will:

- a) Work with FVRL and VPS to identify under what terms and conditions it will lease and license the Property;

C. FVRL will:

- a) Determine what its space and parking needs are for its administrative offices and staff of the Vancouver Community Library, and how those needs can best be accommodated on the Property or at an alternate location;

D. VPS will:

- a) Identify what its space needs are for the school and facilities and how those needs could be accommodated on the Property;

4. Project Target Dates:

- a. Identification of District space needs for K – 5 school and conceptual site plan by October 1, 2018.
- b. FVRL determination of space needs for administrative offices and parking by December 31, 2018.
- c. Master plan of the Property developed by December 31, 2018.

d. Funding plan developed by December 31, 2018.

5. General Provisions:

a. Names, addresses and notices:

All notices and correspondence shall be addressed to the Parties, as follows:

City of Vancouver
Attn: City Manager
P.O. Box 1995
Vancouver, WA 98668

Fort Vancouver Regional Libraries
Attn: Executive Director
1007 E. Mill Plain Blvd
Vancouver, WA 98663

Vancouver School District No. 37
Attn: Superintendent
P.O. Box 8937
Vancouver, WA 98668-8937

All notices shall be served by personal delivery or upon mailing by U.S. first class mail. Any party may change its address upon written notice to the other parties

b. Counterparts:

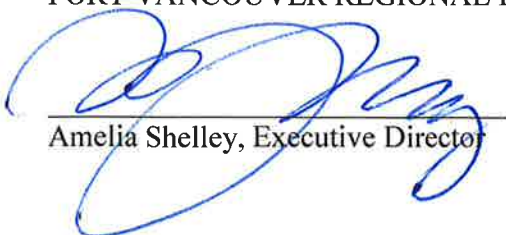
The Parties may execute this MOU in two or more counterparts, which shall, in the aggregate, be signed by the authorized agents for the Parties, and each counterpart shall be deemed an original instrument as against the party who signed it.

c. Amendments:

Any amendment to this MOU shall be in writing and signed by the Parties.

EXECUTED on the 13th day of August, 2018.

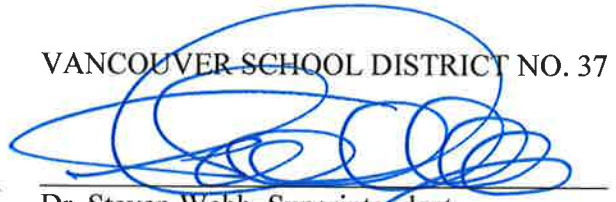
FORT VANCOUVER REGIONAL LIBRARIES



Amelia Shelley, Executive Director

CITY OF VANCOUVER

Eric J. Holmes, City Manager

VANCOUVER SCHOOL DISTRICT NO. 37

Dr. Steven Webb, Superintendent

Approved as to form:

Approved as to form:


E. Bronson Potter, City Attorney


Marilee Scarbrough, Esq., General Counsel

EXHIBIT A





Staff Report 195-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Interlocal Agreement with Clark County for GIS program coordination, cooperative GIS data sharing and other services

Key Points

- Staff proposes replacing two existing interlocal agreements with Clark County GIS that have been in place for more than 20 years with a single, lower cost, updated agreement.
- The scope and terms of the updated agreement reflect the City's current needs based on approved initiatives outlined in the City's 2018 GIS strategic plan.
- The updated agreement removes no-longer applicable language that allowed the City to purchase Esri GIS software licenses from Clark County GIS.

Strategic Plan Alignment

Geographic Information Systems (GIS) is an enabling technology that helps departments advance the City's Strategic Plan on several fronts and contributes to Vancouver becoming a more safe, welcoming, and vibrant city. This agreement is an important part of the City's GIS strategy identified in the 2018 GIS Strategic Plan and 2018 IT Strategic Plan.

Present Situation

For more than 20 years, the City has partnered with Clark County GIS via interlocal agreements to purchase GIS software, data and services. Esri (the software vendor) changed their licensing model so the City can no longer purchase licenses through Clark County's GIS Department. Each agency must purchase their licenses independently. This aligns with one of the recommendations of the GIS Strategic Plan, which is to enter into an Enterprise Agreement with Esri for the purchase of GIS software.

This new agreement shifts the type of GIS support that Clark County GIS will provide to the City. The City will no longer purchase GIS software from Clark County GIS. However, as a regional GIS, the County will continue to provide to the City access to several hundred GIS data layers that they currently maintain. As the City develops its own citywide GIS program within IT, the County will continue to provide GIS program coordination, limited system and database administration and

other cooperative projects and data sharing as determined by both organizations. Additionally, over the years the County has developed a mature GIS system and has built desktop and web tools (ClarkView and MapsOnline) that allow staff to easily mine hundreds of data layers. This agreement will grant all City staff access to these custom tools as well as access to the premium MapsOnline website. Premium access to MapsOnline would otherwise require a separate paid subscription to the County.

Advantage(s)

1. GIS data sharing and coordination increases efficiency and reduces or eliminates duplication of efforts, providing single-source data. This specifically applies to aerial imagery, taxlots, parcel and address data maintenance as well as other data layers.
2. Access to more than 200 data layers, which includes taxlots, parcels, addresses, aerial imagery, and environmental data.
3. Data sharing strengthens the overall GIS for the region.
4. Provides access to tools that will help staff more efficiently mine hundreds of GIS data layers.
5. Includes 100 hours of contract services that will be applied to developing the City's GIS program and providing expert labor to complex GIS projects.

Disadvantage(s)

None

Budget Impact

For the two prior agreements, the City paid Clark County GIS between \$150,000 and \$170,000, which included partnership fees, aerial imagery projects, and software.

The updated agreement, which now does not include software, is estimated at around \$108,000 per year. Funding for this agreement will come from the Utilities and IT department budgets. Funding was included in the 2019-20 Budget for the IT portion, but the Utility portion of the funding will need to be included in the 2019 Supplemental 1.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute the Interlocal Agreement with Clark County GIS, which will supersede prior GIS-related agreements with Clark County GIS.

Eugene Durshpek, GIS Supervisor, 487-7174; Patrick Gilbride, IT Director, 487-7650

ATTACHMENTS:

- ▢ Interlocal Agreement

**INTERLOCAL AGREEMENT FOR OPERATION AND MAINTENANCE
OF GEOGRAPHIC INFORMATION SERVICES**

CLARK COUNTY, WASHINGTON

AND

CITY OF VANCOUVER, WASHINGTON

THIS IS AN INTERLOCAL AGREEMENT, entered into this ____ day of _____, 2018, under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation (the "City") and Clark County, Washington, a political subdivision of the State of Washington (the "County") related to geographic information services.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, Clark County has developed a regional Geographic Information System (hereinafter referred to as "GIS") and has invited all jurisdictions within the county to join the regional GIS; and

WHEREAS, Clark County develops, maintains, stores and provides electronic access to over 200 data layers in the regional GIS by way of computer systems, intranet services and computer applications; and

WHEREAS, the County and the City entered into two separate Interlocal Agreements, one on July 9, 2001 for general fund related GIS support and another on October 12, 2005 for Public Works related GIS support, which the Parties now wish to replace with this Agreement.

NOW, THEREFORE, THE CITY AND COUNTY AGREE:

SECTION 1: BACKGROUND

The purpose of this Agreement is to document City and the County's joint use and sharing of services and expenses relating to the GIS. This Agreement supersedes and replaces the Parties' Interlocal Agreements for the Operation and Maintenance of Geographic Information Services, dated July 9, 2001 and October 12, 2005.

SECTION 2: DURATION OF AGREEMENT

- A. This Agreement shall become effective on the date the Agreement is signed by the County and the City and shall remain in effect until either Party terminates this Agreement as described below.
- B. This Agreement can be terminated by either Party upon thirty (30) days written notice to the other Party. Such termination shall become effective thirty (30) days after actual delivery.
- C. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail to the mailing address specified under Section 14 below.

SECTION 3: SUBSCRIPTION FEES

The City shall pay to the County an annual subscription fee for the products and services provided under this Agreement. The annual subscription fee shall be calculated by multiplying one dollar (\$1.00) by the number of parcels within the Vancouver city limits and by multiplying twenty five cents (\$0.25) by the number of the City's combined water, sewer, and surface water customer accounts , and then adding the two results together. The number of customer accounts and the number of parcels will be provided to the County by October of each year. This information will be used to calculate the subscription fee due in January of the subsequent year. Subscription fees are due January of each calendar year or upon receipt of invoice from the County. The annual subscription fee can be modified by written agreement between the parties for any subsequent term of this Agreement.

SECTION 4: SERVICES PROVIDED BY THE COUNTY BY SUBSCRIPTION FEE

Partnership membership pays for delivery of the following services to the City; which are summarized as:

- GIS Program coordination
 - System and database administration for the GIS
 - Cooperative GIS data sharing as determined by the County and the City
 - Cooperative GIS projects as determined by the County
- A. The County shall provide to the City access to the County's complete library of published GIS data. Access will be provided via dedicated feature services, network servers, and/or DVDs. Access does not include hardware or software that might be necessary for connecting, reconnecting, or modifying the City's access to the County's system.
- B. The County shall coordinate with the City to establish cooperative and efficient methods for the maintenance of GIS data that meet the business requirements of the City and the County.
- C. The County shall provide to the City a site license that will allow all City staff access to the County's Premium GIS website.
- D. The County shall allow the City to customize "MapsOnline" to establish an internet mapping site that meets the City's needs. The County shall provide support and maintenance of the site as part of this Agreement.
- E. The County shall provide the City with GIS related technical support during the County's operating business hours and prioritized among the County's GIS workload.
- F. The County shall provide City-specific GIS services on a fee-for-service basis as requested by the City. Such GIS projects include, but are not limited to, custom tools and processes, system and database administration, and GIS analysis. County staff time spent on project management, planning, development, training and enhancements to such City projects will consume credit hours or additional fees. The County shall provide one hundred (100) hours

of credit toward GIS fee-for-service billable time annually. Work performed by County staff not included under the annual subscription fee will be charged at published GIS hourly rates for any time above the one hundred (100) credit hours. GIS hourly rates are updated annually, approved by the State Auditor and are published on the County's GIS website. The City shall have the right to audit the County for all financial records pertaining to GIS services and corresponding fees charged to the City. The County Manager or his designee may approve scopes of work and remuneration. City projects will be prioritized among the County's GIS workload.

G. The County shall provide GIS system administration and database administration for City data stored on the County's GIS servers.

H. The County attempts to keep their GIS system running 24/7 subject to the following exceptions:

- i. The County's GIS servers are taken offline on a regular basis during evenings and weekends for regularly scheduled maintenance processes. Regular maintenance will prevent access to the GIS feature services. The County will make every effort to notify the City of planned outages. The County is not obligated to change its practices to minimize or eliminate these outages to support the City's application or other business needs.
- ii. The County is not responsible for providing support during non-business hours.
- iii. The County does not monitor GIS web service availability during non-business hours.

SECTION 5: CITY RESPONSIBILITIES

A. The City shall work with the County to provide accurate data in a mutually acceptable format.

B. The City shall allow the County to use data provided by the City as open public records, unless data is documented in writing as restricted.

- C. The City shall submit to the County an annual subscription payment established by this Agreement under Section 3.

SECTION 6: DISPUTE RESOLUTION

- A. In the event of a dispute between the City and County regarding the delivery of services under this Agreement, the City Manager's and the County Manager's designated representatives shall review such dispute and options for resolution. If the designated representatives do not resolve the dispute, it shall then be referred to the City Manager and the County Manager for resolution. The decision of the Managers regarding the dispute shall be final as between the Parties.
- B. Any dispute concerning the terms of this Interlocal Agreement that cannot be resolved by the negotiation process set forth herein shall be submitted to mediation with the Parties agreeing to a neutral mediator. Both Parties hereby agree to participate in such mediation in good faith, but nothing herein obligates either Party to resolve the dispute in such mediation.

SECTION 7: HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify, defend, save and hold harmless the other, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, arising out of, or in connection with, or incident to, a default in the performance of this Agreement.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the non-defaulting party, the defaulting party retains the right to participate in said suit if any principal of public law is involved.

SECTION 8: ASSIGNMENT

Neither Party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other Party.

SECTION 9: NO THIRD PARTY BENEFICIARY

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

SECTION 10: NO EMPLOYER/EMPLOYEE RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and the City, or between any of the County's or the City's employees.

SECTION 11: DISPOSITION OF CAPITAL UPON TERMINATION OF AGREEMENT

- A. In the event of a termination of this Agreement, any equipment or personal property used to effectuate this Agreement shall become the sole property of the party who originally paid for the equipment or personal property.
- B. The County will provide copies of non-sensitive GIS databases upon request at the termination of the agreement. However, the County will not provide copies of databases that were received from other, third party agencies that include restrictions of use set by those agencies (such as endangered species, archeological sites, Clark Public Utilities, or any other agency that has placed restrictions of use on their data), sensitive or proprietary databases that are integrated with GIS databases (such as the Assessor's database, which is not a GIS database and has a proprietary database structure).
- C. Upon termination, the County will no longer be responsible for maintaining any data products designed for the City. The City is entitled to keep all data acquired under this Agreement that is stored on City owned computers, servers and databases.

SECTION 12: ENTIRE AGREEMENT

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

SECTION 13: AMENDMENT

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

SECTION 14: NOTICES

Notices to the City that pertain to this Agreement shall be sent to:

Vancouver City Manager
P.O. Box 1995
Vancouver, WA 98668-1995

Notices sent to the County that pertain to this Agreement shall be sent to:

Clark County Manager
P.O. Box 5000
Vancouver, WA 98666

SECTION 15. DOCUMENT EXECUTION AND FILING

This Agreement may be executed in two counterparts, which together shall constitute a single Agreement. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By:_____
Curtis Burns, Deputy Prosecuting
Attorney

By:_____
Marc Boldt, Chair

By:_____
Jeanne E. Stewart, Councilor

By:_____
Julie Olson, Councilor

By:_____
John Blom, Councilor

By:_____
Eileen Quiring, Councilor

CITY OF VANCOUVER, WASHINGTON

By:_____
Eric Holmes, City Manager

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney



Staff Report 196-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Authorization to enter into a Small Municipal and County Government Enterprise Agreement (EA) with the GIS vendor Environmental Systems Research Institute, Inc. (ESRI)

Key Points

- The City of Vancouver and Clark County have collaboratively used Esri GIS servers and software as our GIS standard for the past 20 years.
- The proposed agreement will grant all City staff access to GIS software that can be accessed via desktop, web and mobile applications. This will allow staff to move towards better citywide usage of GIS.
- The agreement provides the City with the ability to easily create and deploy custom web mapping and mobile solutions that can be used by all City employees as well as the general public.
- The proposed action conforms to recommendations from the recently completed GIS and IT Strategic Plans.
- Add Esri as a Legacy Technology Systems supplier to the list that was approved by Council by Staff Report number 103-14 on 8/18/2014.

Strategic Plan Alignment

The GIS Enterprise Agreement helps advance the City's Strategic Plan on many fronts and contributes to Vancouver becoming a more safe, welcoming, and vibrant city. It also supports the recently completed GIS Needs Assessment and Strategic Plan as well as the IT Strategic Plan.

Present Situation

For more than 20 years, the City has partnered with Clark County GIS via interlocal agreements to purchase GIS software, data and services. Esri (the software vendor) changed their licensing model so the City can no longer purchase licenses through Clark County's GIS Department. Each agency must purchase their licenses independently. This aligns with one of the recommendations of the GIS Strategic Plan, which is to enter into an Enterprise Agreement with Esri for the

purchase of GIS software. The EA will also provide flexibility and allow the City to scale the use of GIS as needed.

Advantage(s)

1. Flexibility to deploy software products when and where needed.
2. Lower cost per unit for licensed software.
3. Substantially reduces administrative and procurement expenses.
4. Ensures compliance with Esri's licensing terms and conditions.
5. Opportunity to deploy customized GIS tools across the organization.

Disadvantage(s)

1. The Enterprise Agreements need to be signed every 3 years.
2. The cost of the Enterprise Agreement is based on population of the city and not number of employees at the agency.

Budget Impact

The budget impact as it specifically relates to the purchase of the software is as follows:

Year 1 - \$101,000

Year 2 - \$133,500

Year 3 - \$166,000

Full funding for Years 1 and 2 of the Enterprise Agreement and related server hardware was appropriated in Fund 506 during the 2019 – 2020 biennial budget process.

Prior Council Review

None

Action Requested

Approve the addition of Esri as a Legacy Technology Systems supplier for the City and authorize the City Manager, or his designee, to execute an Enterprise Agreement with Esri for a period of three (3) years in the amount of \$400,500 for the purchase of GIS software.

Eugene A. Durshpek, GIS Supervisor, 487-7174; Patrick Gilbride, IT Director, 487-7650

ATTACHMENTS:

- ▢ Enterprise Agreement



November 13, 2018

Ms. Janet Schoessler
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Janet,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

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

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

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

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

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

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

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

Thank you very much for your consideration.

Best Regards,

Scott Wolter



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

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/25/2018 To: 01/23/2019*

Quotation # 20539215

Date: October 25, 2018

Customer # 8116 Contract #

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

ATTENTION: Janet Schoessler
PHONE: 3604877654
FAX:

Material	Qty	Description	Unit Price	Total
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement (Year 1)	85,000.00	85,000.00
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement	117,500.00	117,500.00
149598	1	Populations of 150,001 to 250,000 Small Government Term Enterprise License Agreement	150,000.00	150,000.00
			Item Total:	352,500.00
			Subtotal:	352,500.00
			Sales Tax:	29,610.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$382,110.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
159866	1	ArcGIS GeoEvent Server Populations of 150,001-250,000 Small Government Term Enterprise License Agreement	16,000.00	16,000.00

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

For questions contact: Scott Wolter

Email: swolter@esri.com

Phone: (360) 754-4727 x8671
x8671

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



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

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

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

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

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

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

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

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Advanced Single Use
 Licenses
 1,000 Level 1 ArcGIS Online Named Users
 1,000 Level 2 ArcGIS Online Named Users
 110,000 ArcGIS Online Service Credits
 1,000 Level 2 ArcGIS Enterprise Named Users
 15 Insights for ArcGIS for use with ArcGIS Enterprise

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	5
Number of Tier 1 Help Desk individuals authorized to call Esri	5
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

*Maintenance is not provided for these items

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

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

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

Accepted and Agreed:

CITY OF VANCOUVER,
A municipal corporation

(Customer)

Approved as to form:

E. Bronson Potter, City Attorney

Eric Holmes, City Manager

Attest:

Natasha Ramras, City Clerk

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

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

4.0—PRODUCT UPDATES

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

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

5.0—MAINTENANCE

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

a. Tier 1 Support

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

b. Tier 2 Support

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

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering

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

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

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

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



Staff Report 197-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Fenton Land Acquisition / Purchase and Sale Agreement

Key Points

- The Fenton property is located at the northeast corner of Park Impact Fee District 5/C. This area is significantly underserved with a park land deficit of more than 200 acres and few suitable acquisition options available.
- The acquisition is consistent with the Comprehensive Parks Recreation and Natural Areas Plan and Capital Facilities Plan.
- The site consists of 44.78 acres including 22.5 acres available for active recreation, and 22.28 acres of wooded wetland proposed as a donation by the seller. The diversity of the wooded wetland can serve as a tremendous complement to the future park for natural resource protection, enhancement, stewardship and environmental education.
- Acceptance of the Purchase and Sale Agreement by City Council is contingent upon approval of the land donation consistent with city policy and concurrent with the acquisition proposal.
- The property is zoned Light Industrial, requiring a Conditional Use Permit for community park use.
- The total property area was appraised at \$5,725,000 with a negotiated purchase price of \$5,165,895. Initial acquisition funding would be supported through available PIF funds and a General Fund loan that will be reimbursed by future PIF revenues from the district and grants.
- The site acquisition is a strong candidate for future grant support from multiple sources.
- The site adjoins an elementary and middle school campus and a Lacamas Creek tributary, affording partnership opportunities for both public agencies and a potential for regional trail connection.

Strategic Plan Alignment

Acquisition of quality and strategically located park sites is a vital first step to realize a quality and complete park and trail system as identified in the City's Strategic Plan Goal #4. Once improved, the site will also support walkable neighborhoods as noted in Goal #6.

Goal 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region.

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services - "20-minute neighborhoods"

Present Situation

The northern half of Park Impact Fee District C has been identified as the most underserved segment of the City of Vancouver with a 200-plus acre deficit based upon adopted park standards. With a significant amount of critical lands along Burnt Bridge Creek bisecting this area, and with notable development pressure on available buildable lands, the acquisition of large parcels suitable for community park improvements has been exceptionally challenging in this area through both high and low economic times.

The proposed acquisition site is not only a time sensitive opportunity to serve this area, but offers some unique and favorable amenities that would evolve into an exceptional recreation asset. Acquisition at this location for a future Community Park is consistent with the Comprehensive Parks Recreation and Natural Areas Plan and Capital Facilities Plan.

The Fenton property is owned by two family trusts and includes a total of 44.78 acres consisting of two parcels (AFN 159095000 and 159163000) located on the north side of Fourth Plain Boulevard at 166th Avenue. The land has been used historically for cattle grazing and hay with a single residence and multiple out buildings; all in significant disrepair. The property was appraised at \$5,725,000 with 22.5 acres assumed as developable, and 22.28 acres as a quality wooded wetland representing a value of \$334,000 of the total appraised value.

The trusts have purposed to donate the wetland area in exchange for naming rights for that section of the future park to honor their deceased parents. The City of Vancouver Donation Acceptance Policy requires that donations support the City's mission, Strategic Plan and services, and follow a defined process. The seller's conditions of donation are consistent with the Donation Acceptance Policy and Council consideration of the real property donation is concurrent with this acquisition proposal.

The site is zoned Light Industrial, requiring a conditional use permit (CUP) for development of future a community park. The review process would focus on compatibility with surrounding land uses and public infrastructure.

The site is assessed under a County Farm and Agriculture Current Use classification which would avoid a tax penalty of approximately \$225,105 if sold to the City for park and open space purposes. Combined with the appraised value of the proposed donation result in a negotiated purchase price of \$5,165,895; a \$559,105 reduction from the total appraisal value.

The diversity of the wooded wetland could be a notable complement to the park for natural resource protection, enhancement, and environmental education. The site adjoins an elementary and middle school campus and a tributary of Lacamas Creek. These relationships offer potential partnership opportunities and a regional trail connection.

Funding for the proposed acquisition would be supported through available PIF funds estimated at \$3.5 million and a ten-year General Fund loan that would be reimbursed by future PIF revenues

collected from the district. The significant park need in this area as well as the unique site characteristics make it a strong candidate for future grant support from multiple sources, including the Washington Recreation and Conservation Office and Clark County Conservation Futures. Successful grant funds would be used to accelerate reimbursement of the General Fund loan for acquisition.

The acquisition was discussed with the City's property committee on multiple occasions, and recommended for approval by the Parks and Recreation Advisory Commission (PRAC) at a public meeting on November 14, 2018.

An Environmental Site Assessment has been completed with no discovery of environmental concern. Additional due diligence reviews are in process including a boundary survey, wetland survey and archaeological/cultural survey, which will be completed and evaluated prior to closing.

Advantage(s)

1. Over the years Parks has pursued multiple acquisitions in this area without success. This long term challenge led to Council approval of an extension of the concurrency timeline for expenditure of park impact fees for the original Park Impact Fee District 5. This extension involved a total of \$513,931 through no later than December 31, 2021. The site acquisition is consistent with the Parks Plan and Capital Facilities Plan to address park land deficits and some existing service area gaps, and satisfies the concurrency obligation of the extended PIF funds.
2. The proposed acquisition and donation would secure a much needed community park site in this vicinity that would otherwise be on the open market for non-park development. Approximately 65% of the acquisition costs can be covered using available funds from Park Impact Fees from District 5 and District C which are a committed source for this purpose. Funding the remaining balance of acquisition expenses through a City general fund loan will save the city from much higher market interest rates and processing fees that would be incurred if funded through an outside financial institution. Loan reimbursement will be from future PIFs collected in District C, estimated conservatively at \$300,000 per year if no changes to the program are implemented.
3. The land acquisition will be a strong candidate through multiple grant programs including the Washington Recreation and Conservation Office and Clark County Conservation Futures. Successful grant funding would be utilized to supplement and accelerate loan reimbursement.

Disadvantage(s)

Site maintenance expenses will increase approximately \$2,800 per year with the proposed acquisition. However, interim maintenance costs could be reduced through continuation of hay production through an agricultural lease. Site development will not occur until the acquisition loan is reimbursed and additional funds are available for improvements and routine maintenance.

Budget Impact

The budget appropriation for the land purchase is \$3,495,452 from Park Impact Fees Districts 5 and the reconfigured District C. These funds are committed exclusively for park and open space acquisition and development. The remaining \$1,846,273 balance for the purchase and applicable

transaction costs would be supported through a ten-year loan from General Fund, not to exceed \$2,100,000, with an appropriation pending year-end budget approval.

Prior Council Review

The proposed acquisition was reviewed with City Council at an executive work session on October 22, 2018, and a public work session on November 26, 2018.

Action Requested

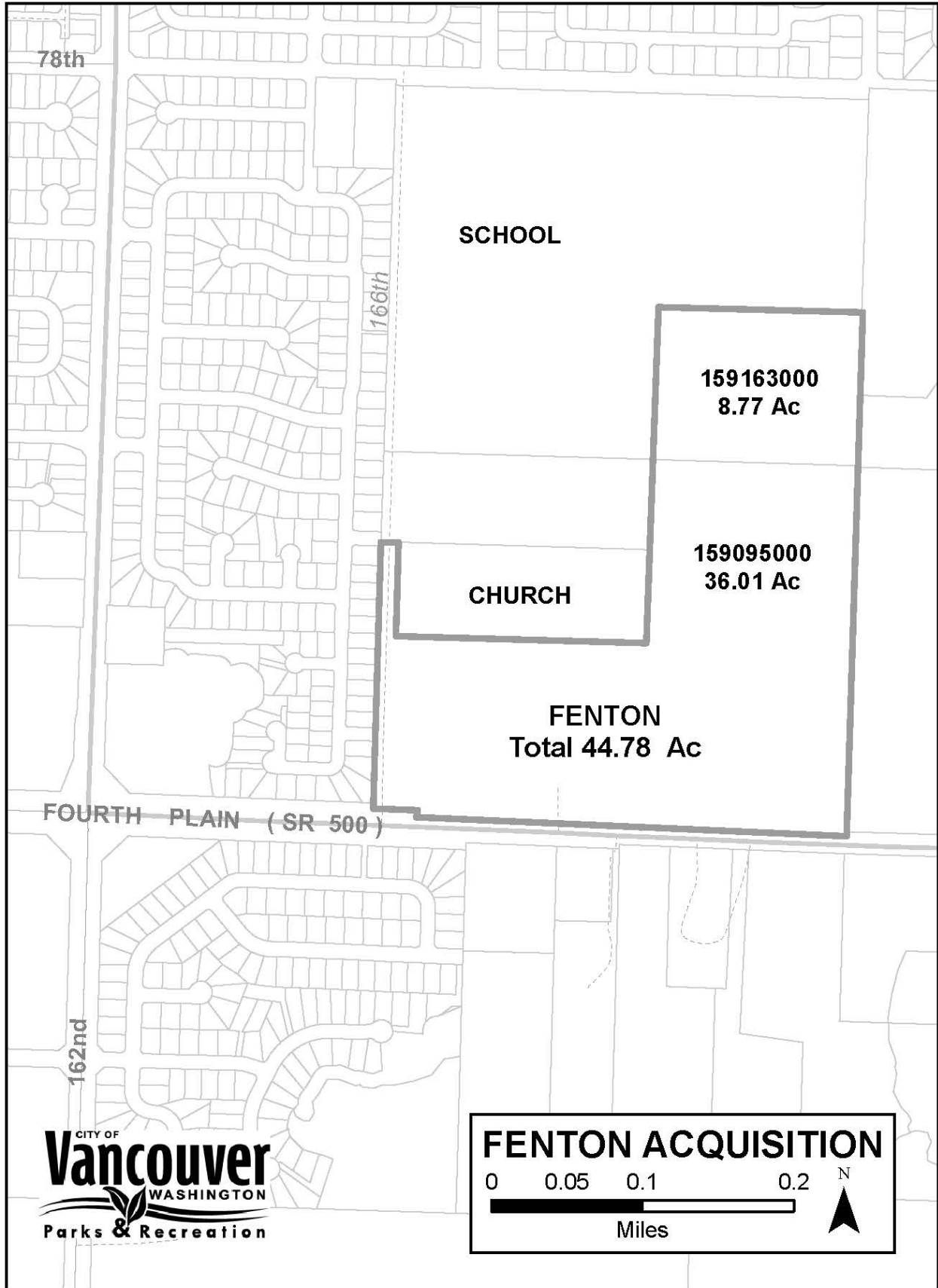
Authorize the the City Manager, or his authorized designee, to accept the Purchase and Sale Agreement for acquisition of the Fenton property through a Statutory Warranty Deed, adopt a resolution authorizing an interfund loan from the General Fund to the Parks Impact Fee District C to support the purchase, and adopt a resolution accepting the land donation of the contiguous 22.28 acres of wetlands.

Monica Tubberville, Senior Planner, 487-8353

ATTACHMENTS:

- ▢ Site Aerial and Parcel Map
- ▢ Purchase and Sale Agreement
- ▢ Resolution for Interfund Loan
- ▢ Resolution for Donation Acceptance





REAL ESTATE PURCHASE AND SALE AGREEMENT

1. **Effective Date.** _____ Day of _____, 2019.

2. **Parties.** Marilyn Marie Hamilton, nka Marilyn M. Dwy and Cynthia Anne Harvey, Trustees of the Donald R. Fenton Credit Shelter Trust u/w of Donald R. Fenton, as to an undivided ½ interest and Marilyn M. Dwy and Cynthia Anne Harvey, Successor Cotrustees of the Jean R. Fenton Revocable Living Trust, as to undivided ½ interest, hereinafter referred to as “**Seller**”, and **City of Vancouver**, Washington, a municipal corporation, hereinafter referred to as “**Purchaser**”.

3. **Property Conveyed.** Seller hereby agrees to convey to Purchaser the following described real estate located in Clark County, State of Washington, **at 16800 NE Fourth Plain, Vancouver Washington, tax parcel numbers 159095000 and 159163000** (hereinafter referred to as the “**Subject Property**”):

Approximately 44.78 acres of real property, more specifically described in the attached Exhibit A, and shown on the map at Exhibit B.

All improvements of any nature and description including, but not limited to, structures, irrigation, plumbing, equipment, light posts, light bulbs, and all plants, shrubs, and trees, and all fixtures not excepted herein are to be left upon the premises as part of the Subject Property.

Purchaser will purchase 22.5 acres of the Subject Property, as shown as Property Sold on Exhibit B (“Property Sold”). As consideration for Purchaser purchasing the Property Sold, and for other valuable consideration, Seller will, at closing, donate 22.28 acres of the Subject Property, as shown as Property Donated on Exhibit B (“Property Donated”).

4. **Purchase Price for Property Sold.** The total purchase price is **five million one hundred sixty-five thousand eight hundred ninety-five dollars and 00/100 (\$5,165,895)** payable in full on the date of closing.

5. **Acknowledgement of Property Donated.** The Parties acknowledge and agree that this Agreement is subject to compliance with Purchaser’s Donation Acceptance Policy, dated August 8, 2015. After the date of closing, Seller will provide Purchaser with a completed IRS Form 8283 or other appropriate document on which Purchaser can provide written acknowledgement that Purchaser received the Property Donated. Purchaser will execute such document within fifteen (15) days after Purchaser receives the document from Seller and Seller requests that Purchaser sign the acknowledgement.

6. **Title.** Title to the Subject Property shall be conveyed by Statutory Warranty Deed free of encumbrances, encroachments, or defects, except those of record acceptable to Purchaser defined as Permitted Exceptions in Paragraph 7 below.

7. **Title Insurance.** Within ten (10) days of the Effective Date, Seller shall open Escrow at Clark County Title (Escrow Agent) and deliver to Purchaser a Preliminary Commitment for a standard purchaser’s Title Insurance policy that covers the Subject Property. Purchaser shall

have fifteen (15) days to notify Seller of any encumbrances or defect in the Preliminary Commitment that is not acceptable to the Purchaser. Seller shall have ten (10) days after being notified of an encumbrance or defect to remove the encumbrance or defect or to notify Seller the encumbrance or defect will not be removed. Purchaser has five (5) days after being notified by Seller that Seller is not removing an encumbrance or defect to terminate this Real Estate Purchase and Sale Agreement. If Purchaser does not object to an encumbrance or defect, or terminate the Agreement after Seller's failure to remove the same, the encumbrance or defect will be deemed a "Permitted Exception". Seller shall reasonably cooperate in the investigation of the condition of title.

8. Earnest Money Deposit. Upon execution of this Agreement, Purchaser shall deliver to the Escrow Agent for the account of Purchaser ten thousand dollars (\$10,000.00) as earnest money (the "Earnest Money") in the form of cash, check or promissory note (the "Note"). The Earnest Money shall be due and payable no later than 5 PM Pacific Time three (3) days after execution of this Agreement by Seller and Purchaser. If the Earnest Money is paid by Note, and the Note is not redeemed and paid in full when due, then (i) the Note shall be delivered and endorsed to Seller, (ii) Seller may collect the Earnest Money from Purchaser, either pursuant to an action on the Note or an action on this Agreement, and (iii) Seller shall have no further obligations under this Agreement. The purchase and sale of the Property shall be accomplished through Escrow at Clark County Title, which Seller will establish as stated under Section 7 above. The Earnest Money shall be applied to the payment of the purchase price for the Property at Closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The Earnest Money shall be returned to Purchaser in the event any condition to Purchaser's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Purchaser.

9. Contingent Conditions. The enforceability of this Agreement, except as otherwise provided herein, and the obligation of the parties to close escrow is subject to the occurrence or waiver of the following condition(s) within ninety (90) days of the date hereof, and in any event prior to the date of closing:

a. Seller's obligation to close is contingent upon Seller's compliance with all laws or regulations pertaining to the sale of the Property.

b. Purchaser's obligation to close is contingent upon 1) Purchaser's satisfaction as to the physical condition of the Property and condition of title to the Subject Property and 2) Vancouver City Council's ratification of this Agreement through resolution. Purchaser will bring this Agreement before City Council and seek such ratification within thirty (30) days after the Due Diligence Termination Date, which is specified in Section 8(c) below.

c. **Study Period.** The "Study Period" will commence on the Effective Date and end at 5:00 p.m. on the date which is no longer than ninety (90) calendar days following the Effective Date (the "Due Diligence Termination Date"). During the Study Period Purchaser will contract with vendors for the performance of the following services:

i) **Environmental Assessment and report.** Purchaser will conduct a Level-1 Environmental Site Assessment of the Subject Property to be ordered

REAL ESTATE PURCHASE AND SALE AGREEMENT – FENTON 2

within 15 days of signing this Agreement. Seller represents and warrants that they are not aware of any hazardous or toxic waste, substance, or materials on or under the Subject Property.

- ii) **Boundary survey of the Subject Property**
- iii) **Archaeological study of the Subject Property**
- iv) **Wetlands Survey of the Subject Property**

If any of the above assessments and/or studies show any fact, matter or condition to exist with respect to the Property that is unacceptable to Purchaser, in Purchaser's sole discretion, or if Purchaser, for any reason, decides not to proceed with the purchase of the Property in Purchaser's sole discretion, then Purchaser shall be entitled, as its sole and exclusive remedy, either: (i) to terminate this Agreement by providing written notice to Seller on or prior to the expiration of the Study Period (a "Termination Notice"); or (ii) to waive such facts, matters or conditions and proceed with the transaction contemplated by this Agreement. If Purchaser timely provides a Termination Notice, (a) this Agreement and the Escrow shall thereupon be terminated, and (b) the parties shall be relieved of any further obligation to each other with respect to the Subject Property, except as expressly provided in this Agreement. If Purchaser fails to give to Seller during the Study Period the Termination Notice or written notice that this condition is satisfied or waived, then the study contingency shall be deemed waived at the expiration of the Study Period and the physical condition of the Subject Property shall be deemed approved by Purchaser.

Purchaser shall pay the costs of tests, inspections, studies, and reviews conducted pursuant to this Agreement. After the performance of any tests, reviews, studies and inspections, Purchaser shall promptly restore any damage to the Subject Property to the same condition as existed prior to the conduct of said tests, reviews, studies and inspections. Purchaser shall notify Seller prior to any entry and will not unreasonably interfere with or disrupt any use at the Subject Property.

d. Prior to Possession, Seller will remove all personal belongings, vehicles, equipment and trash from the Subject Property. Seller will provide written confirmation that all such personal belongings, vehicles, equipment and trash have been removed prior to the date of closing. It is the responsibility of the Seller to notify all utility companies that the property has been sold and to transfer service into the City of Vancouver's name upon vacating the property.

e. Each party shall promptly pursue and utilize best efforts to complete the procedure required for any pre-sale approval requirements. If any of the above conditions are not satisfied or waived by the benefitted party prior to the date of closing, the benefitted party may withdraw from this transaction and may be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The agreement by a party to close this transaction constitutes their approval or waiver of all such conditions if they have not been approved or waived earlier.

10. Representations and Condition of Subject Property. Seller makes the following representations and warranties each of which (i) shall survive Closing for twelve (12) months regardless of what investigations Purchaser shall have made with respect thereto prior to Closing, (ii) is true in all respects as of the date hereof, and (iii) shall be true as of Closing except to the extent that Seller obtains knowledge or notice of any fact or facts which would make any representation or warranty untrue or misleading in any material respect and discloses such fact or facts to Purchaser in writing prior to Closing:

a. Authorization. This Agreement has been duly executed and delivered by Seller's trustee and/or representative and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

b. Condemnation. Except as provided in paragraph 18(h) infra, to the best of Seller's knowledge, there is no condemnation or eminent domain proceeding pending or threatened against the Subject Property, and to Seller's knowledge Seller has not received any notice of any such matters being contemplated regarding the Subject Property.

c. Litigation. To the best of Seller's knowledge, there is no litigation pending or threatened which affects the Subject Property or which would or might affect the transaction contemplated hereby or the ability of Seller to satisfy all of its obligations hereunder.

d. Non Compliance. To Seller's knowledge, Seller has not received written notice from any governmental authority stating that the Subject Property is not in compliance with applicable law, and Seller has no knowledge regarding any such noncompliance.

e. Liens and Assessments. To the best of Seller's knowledge, there is no lien or special assessment, other than ad valorem taxes, pending or threatened against the Subject Property by any governmental authority.

f. Foreign Person. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

g. Hazardous Substances. Seller represents that, to the best of Seller's knowledge, no Hazardous Substance has been spilled, leaked, released or in any way allowed to contaminate the Subject Property during Seller's ownership of the Subject Property and that Seller has no knowledge of any such contamination prior to Seller's ownership, except to the extent set forth in the Property Records. The term "Hazardous Substance" shall be defined, for purposes of this Agreement, as any hazardous, toxic, infectious or radioactive substance, waste or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. "Environmental Law" shall be defined, for purposes of this Agreement, as any federal, state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

h. Boundaries. To the best of Seller's knowledge, there are no encroachments upon the Subject Property. If encroachments are discovered during Purchaser's Study Period, Seller will, to the extent feasible, have them removed prior to Closing. If any

encroachment cannot be reasonably removed before Closing, the Parties will negotiate in good faith in an attempt to amend this Agreement, including the purchase price, to take into account the encroachment. If the Parties cannot reach an agreement to amend, Purchaser may either terminate this Agreement or waive the condition.

11. Closing. The sale shall be closed in the office of Escrow Agent, Clark County Title no earlier than January 15, 2019 or no later than February 15, 2019 without mutual written agreement of Purchaser and Seller. Purchaser and Seller shall deposit with Escrow Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement.

For purposes of this Agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

12. Closing Costs and Prorated Items. Purchaser and Seller shall each pay one half of the escrow fees for closing the transaction. Seller will incur the cost of providing a standard purchaser's title insurance policy and applicable real estate excise taxes. Purchaser shall pay for the recording fee. Real property taxes, assessments, water, and utility charges on the Subject Property shall be prorated as of the date of closing, and Purchaser assumes and agrees to pay all real property taxes from and after the date of closing.

13. Possession. Purchaser shall be entitled to possession of the Subject Property (and all existing keys to locks, alarms and any portable control devices for accessing Subject Property) the date of closing.

14. Maintenance of Property. Seller shall maintain the Subject Property in its current condition prior to the date of closing.

15. Assignment. A party may not assign its interest herein without consent of the other party, except that Seller may assign its interest herein prior to closing to one or more of the beneficiaries of said trusts without the consent of Buyer

Notices. Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement shall be in writing and shall be directed to the party involved at the address indicated below:

To Seller: Cynthia Anne Harvey
77647 North Loop Road, Stanfield, OR 97875
Telephone: 541-571-0917

Marilyn Marie Dwy
788 N.E. Jask Street, Madras, OR 97741
Telephone: 541-980-3349

To Attorney For Seller: Steven H. Corey
Corey, Byler & Rew, LLP

REAL ESTATE PURCHASE AND SALE AGREEMENT – FENTON 5

P.O. Box 218, Pendleton, OR 97801
541-276-3331

To Purchaser: City of Vancouver
Attn: Julie Hannon
P.O. Box 1995, Vancouver, WA 98668
Telephone: 360-487-8309

Notices shall be deemed given on the date of personal delivery to the other party, or in the case of mailing, two (2) business days after the notice has been mailed by certified mail, return receipt requested.

16. Governing Law. This Agreement (including, without limitation, title matters and the effectiveness of any conveyance to be made pursuant hereto) shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Washington (without reference to the choice of law provisions of Washington law).

17. Integrated Agreement. There are no other verbal or other agreements which modify or affect this Agreement, or which affect this transaction. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior representations, understandings and agreements, whether written or oral. No supplement, modification or waiver of any provision of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

18. Miscellaneous.

- a. Seller and Purchaser warrant one to the other that they have not used the services of any real estate company, real estate sales agent or broker and that there is not a sales commission owed on this Property.
- b. All agreements, warranties, limitations of warranties, and disclaimers contained herein shall continue to be binding after the closing of this transaction.
- c. Time is of the essence in this Agreement.
- d. Paragraph headings are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.
- e. It is agreed as used herein the “singular” includes the plural and the “masculine” includes the feminine and vice versa as the context may require.
- f. This Agreement may be signed by electronic signature and in counter parts and shall be binding upon execution by all parties.

g. Seller reserves the right to name the donated portion of the community park once it is constructed by purchaser. Seller will name the wetland area by mutual agreement with purchaser something similar to the Donald and Jean Fenton Natural Area. Purchaser will provide an appropriate plaque, bench, and landscaped area at a mutually agreeable location. If seller and purchaser are unable to agree upon the name, plaque, bench, or landscaped area, both will submit the matter to arbitration in a mutually agreeable forum or, if not agreeable, before the Portland Arbitration Association.

h. Purchaser makes no representation regarding the applicability of any tax code or tax benefit to the current transaction. Purchaser agrees to cooperate with Seller if Seller seeks an IRC section 1031 property exchange in connection with this sale as long as in doing so neither Party incurs additional liability or expense and is not required to hold title to any other property, the Closing Date is not affected, and the entire amount owed to Seller hereunder is paid in the manner stated in this Agreement.

SELLER:

**Jean R. Fenton Trust
Property Owner**

By: _____
Successor Cotrustee

Date: _____

By: _____
Successor Cotrustee

Date: _____

Donald R. Fenton Trust

By: _____
Trustee

Date: _____

By: _____
Trustee

Date: _____

PURCHASER:

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

By: _____
Eric Holmes, City Manager

Date: _____

Approved as to form:

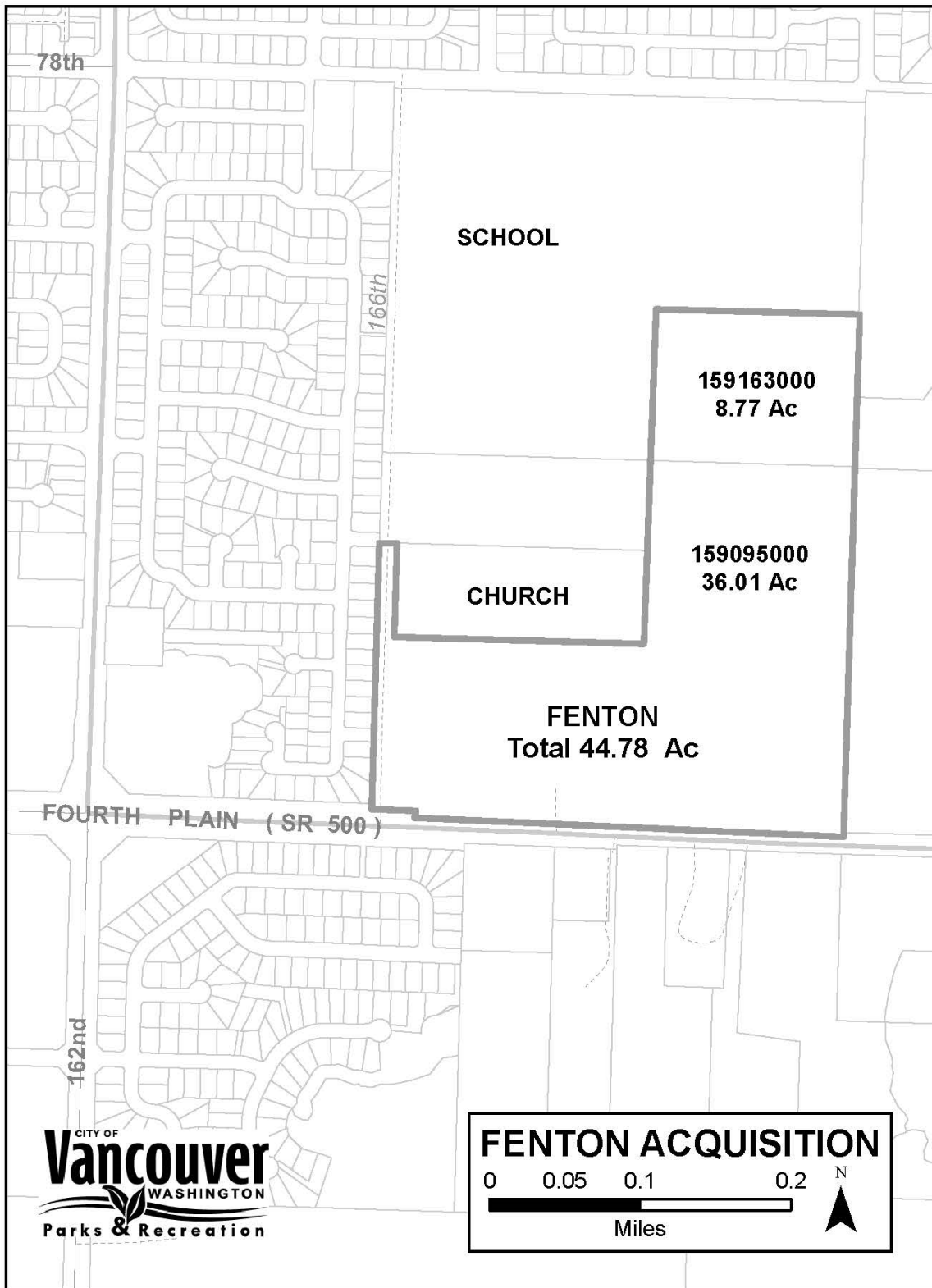
By: _____
E. Bronson Potter, City Attorney

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Pending final survey

**EXHIBIT B:
MAP**



REAL ESTATE PURCHASE AND SALE AGREEMENT – FENTON 10

12/17/18

RESOLUTION NO. M-_____

A RESOLUTION of the City of Vancouver, Washington, authorizing an advance for the purpose of providing funds from the City's General Fund to the City's Parks Impact Fee District C fund to provide funds to purchase land for future park development.

WHEREAS, the City Council of the City of Vancouver desires to purchase land for a park in Park Impact Fee (PIF) District C; and

WHEREAS, the PIF District C Fund is insufficient to pay the purchase price of the land; and

WHEREAS, the City Council of the City of Vancouver desires to make an inter-fund loan from the City General Fund to the PIF District C Fund sufficient to pay the purchase price of the land.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Authorization of Advance. The Parks Impact Fee District C and Parks Impact Fee District 5 cash balance on hand is currently not sufficient to pay the cost of purchasing the Fenton land for a future park. The Council hereby finds that the balance on hand in the City's General Fund is sufficient to provide for an advance to the City's Parks Impact Fee District C Fund. The Council, therefore, authorizes the City's General Fund to make a loan to the City's PIF District C Fund in an amount not to exceed \$2,100,000.00. The loan from the General Fund

RESOLUTION - 1

to the PIF District C Fund shall bear interest on unpaid principal from the date of the loan at a rate equal to the 1.87% and shall be repayable in 10 annual installments of no less than \$210,000.00 each plus interest, with the final installment due December 1, 2028. The repayment of the balance outstanding on the loan will be the priority for the dollars accumulated in PIF District C, until such loan and the related interest is repaid. The Treasurer of the City is hereby authorized and directed to implement the terms of this ordinance and advance.

Section 2. Effective Date. This ordinance shall take effect immediately from and after its adoption.

ADOPTED at a Regular Session of the Vancouver City Council this 17th day of December, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

12/17/18

RESOLUTION NO. _____

A RESOLUTION accepting a donation of real property from the Donald R. Fenton Credit Shelter Trust and the Jean R. Fenton Revocable Living Trust.

WHEREAS, the Donald R. Fenton Credit Shelter Trust and the Jean R. Fenton Revocable Living Trust (collectively, “Fenton Trust”) is offering to donate 22.28 acres of real property to the City of Vancouver; and

WHEREAS, the undeveloped site is a quality wooded wetland area located on the north side of Fourth Plain Boulevard east of 166th Avenue in the City; and

WHEREAS, the land donation is adjacent to 22.5 acres of developable land that the City will purchase in conjunction with the land donation, and combined the 44.78 acre parcel will form a new public park in East Vancouver; and

WHEREAS, the Fenton Trust has conditioned the donation on the Fenton Trust having the right to name the portion of the park to be donated; and

WHEREAS, owning and maintaining this property will serve the City’s goals of expanding the City’s parks and trail systems in the northern half of Park Impact Fee District C, which has been identified as the most underserved segment of the City of Vancouver with a 200-plus acre deficit based upon adopted park standards; and

WHEREAS, acquisition on the property is consistent with the City’s Comprehensive Parks Recreation and Natural Areas Plan and Capital Facilities Plan; and

WHEREAS, City staff have performed an evaluation of the site and found that it can be maintained and monitored within the City’s current Park’s budget due to the good condition of the property; and

WHEREAS, the proposed donation has been reviewed pursuant to Chapter 3.26 VMC, Donations of Property to City and the City's Donation Acceptance Policy and is consistent therewith;

NOW, THEREFORE,

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

Section 1. The City hereby accepts the donation of real property as set forth above and described in staff report SR-182-18.

Section 2. The City Manager, or his designee, is hereby authorized to execute the deed and other documents necessary to effectuate this transaction.

ADOPTED at a Regular Session of the Vancouver City Council this 17th day of December, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney



Staff Report 198-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Adoption of Clark County Homeless Action Plan

Key Points

- Homelessness continues to be a significant challenge in Vancouver and the region.
- The Council for the Homeless developed the 2019-2022 Clark County Homeless Action Plan to guide the community's work to end homelessness. Washington requires adoption of a Homeless Action Plan by communities receiving state homelessness funds, and the County adopted the Homeless Action Plan in November 2018.
- The plan includes strategies to identify who is without a home, provide pathways to programs that end homelessness, and create a safety net of support services.
- The plan names the City as a partner/stakeholder on several strategies. Many are related to the City's existing roles of 1) providing funding for homeless services, housing assistance and shelter projects, and 2) helping to meet the basic needs of people who are homeless through operation of the Vancouver Navigation Center.

Strategic Plan Alignment

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

Present Situation

Homelessness continues to be a significant challenge in Vancouver and the surrounding areas. Low vacancy rates and a significant increase in the cost of housing have contributed to the growing homelessness crisis. The Council for the Homeless reports that 2,593 households experiencing homelessness in Clark County sought assistance through the Housing Solutions Center in 2017.

As the lead agency for Clark County's Continuum of Care, the Council for the Homeless recently developed the 2019-2022 Clark County Homeless Action Plan ("Homeless Action Plan") to guide the community's work to end homelessness. The document incorporates insight from residents, service providers, and people experiencing homelessness gained via in-person forums (15 total), electronic surveys (806 responses), and information from the Homeless Management Information

System.

The Homeless Action Plan proposes an increase in the countywide homeless system capacity to meet current and future needs. The plan includes strategies aimed at meeting three core goals:

- **Identify** – Implement strategies to more effectively and rapidly identify who is without a home and provide for their basic and housing needs.
- **Assist** – Provide clear pathways to programs that prevent and end homelessness.
- **Resolve** – Create a safety net of support services for individuals who are at risk of or experiencing homelessness.

Within the countywide homeless system, the City of Vancouver's primary role has been that of a funder. The City provides Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Affordable Housing Fund resources for homeless services, housing assistance to prevent or end homelessness, and shelter rehabilitation projects. Recently, the City has also taken a more direct role in homeless service provision through ownership and operation (in partnership with Share) of the Vancouver Navigation Center.

The Homeless Action Plan names the City as a partner/stakeholder on several specific strategies, including:

- **System Alignment** – Expand flexibility in paying for services to better meet community needs; require programs to engage in systemwide coordination; create opportunities for landlord education/partnership.
- **Outreach and Engagement** – Increase the number of outreach staff; allow outreach staff to work with Supportive Housing Programs; create additional basic needs services (showers, storage, laundry, restrooms, etc.).
- **Emergency Shelter** – Increase the number of beds in the community; provide for the basic needs of people residing in shelter facilities.

The City is actively engaged in several of these strategies at some level, and will work with partners to consider other program adjustments to align with the plan, where appropriate. The City will also be at the table for future discussions regarding shelter capacity.

Washington requires adoption of a Homeless Action Plan by communities receiving state homelessness funds. In our community, state homelessness funding is provided to Clark County for allocation to local service providers and programs. The County adopted the Homeless Action Plan in November 2018.

Advantage(s)

Approval of the Homeless Action Plan will ensure that the City of Vancouver is operating from the same strategic framework as Clark County, the Council for the Homeless and other community partners on efforts to prevent and end homelessness.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

- June 25, 2018, Council workshop – Overview of Homeless Action Plan presented by Kate Budd, Executive Director of Council for the Homeless
- September 10, 2018, Council communications – Draft Homeless Action Plan presented by Kate Budd

Action Requested

Adopt a resolution to approve and adopt the 2019-2022 Clark County Homeless Action Plan.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▯ Resolution

12/17/2018

RESOLUTION NO. _____

A RESOLUTION relating to the adoption of a homeless action plan to prioritize, guide, and evaluate efforts to prevent and end homelessness in Clark County.

WHEREAS, state law requires communities that receive state homelessness funds to adopt a homeless action plan to prioritize, guide, and evaluate their community's efforts to prevent and end homelessness;

WHEREAS, Clark County, Washington, adopted the Clark County Homeless Action Plan on November 27, 2018;

WHEREAS, the recently adopted Clark County Homeless Action Plan covers the years 2019-2022;

WHEREAS, the City of Vancouver is actively involved in the countywide homeless system by funding programs and services to prevent and end homelessness and providing for the basic needs of people who are homeless at the Vancouver Navigation Center; and

WHEREAS, the Clark County Homeless Action Plan coordinates the efforts of the City of Vancouver, Clark County, Council for the Homeless and other community stakeholders to prevent and end homelessness.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The recitals set forth above are adopted as findings supporting the action of the City Council in adopting this resolution.

RESOLUTION - 1

Section 2. **Clark County Homeless Action Plan**

The Clark County Homeless Action Plan for 2019-2022, viewable at <https://www.councilforthehomeless.org/homeless-action-plan/>, and incorporated by reference, is hereby approved and adopted.

Section 3. **Severability.** In any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day of _____, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2



Staff Report 199-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018
1/7/2019

SUBJECT Golf Cart Zones

Key Points

- Clark College has an operational need for the use of golf carts to facilitate security, campus tours and daily operations.
- Under state law, golf carts cannot legally cross Fort Vancouver Way unless a Golf Cart Zone is created by local ordinance.
- The City of Vancouver has the authority to create a Golf Cart Zone, thereby assisting Clark College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

Strategic Plan Alignment

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

Present Situation

Clark College has an operational need for golf carts to facilitate security, campus tours and daily operations. By state law, golf carts cannot travel on public roads or highways except within a "golf cart zone" created by local ordinance. Fort Vancouver Way bisects Clark College and is classified as a "highway" pursuant to Washington State Law (RCW 46.04.197). This poses logistical challenges for the College. The City of Vancouver has the authority to create a Golf Cart Zone (RCW 46.08.175).

The proposed ordinance would create a new Chapter 9.41 VMC "Golf Cart Zones" and provide for the creation of a Golf Cart Zone in the area where Fort Vancouver Way bisects the Clark College campus. The Golf Cart Zone Ordinance would contain the following additional provisions:

- Hours of lawful operation would be from 6 a.m. – 6 p.m.
- Operators must be 16 years of age or older and have a valid driver's license from a U.S. State or territory.

- Golf carts must yield to pedestrians and bicycles and be operated with appropriate regard to safety.
- Golf carts must meet equipment standards established by state law.

Advantage(s)

The proposed Ordinance, if adopted, would assist Clark College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

Disadvantage(s)

No disadvantages have been identified.

Budget Impact

No significant budget impacts have been identified.

Prior Council Review

Council Workshop - December 10, 2018

Action Requested

On Monday, December 17, 2018, approve the Golf Cart Zone Ordinance on first reading, setting date of second reading and public hearing for Monday, January 7, 2019.

Jonathan Young, Chief Assistant City Attorney, 487-8511

ATTACHMENTS:

- ▯ Golf Cart Zone Ordinance

12/17/18
01/07/19

ORDINANCE NO. M-_____

AN ORDINANCE of the City of Vancouver relating to Golf Cart operation on specified roadways and establishing a Golf Cart Zone; creating a new Chapter within Title 9 of the Vancouver Municipal Code (VMC) “VMC 9.41 Golf Cart Zones”; creating VMC 9.41.010 “Establishment of Golf Cart Zones”, VMC 9.41.020 “Operation of Golf Carts”, VMC 9.41.030 “Equipment Standards”, VMC 9.41.040 “Penalty”; providing for severability; and providing for an effective date.

WHEREAS, it is illegal to operate a Golf Cart on streets, highways or pedestrian pathways within the State of Washington unless permitted by local ordinance; and

WHEREAS, the Clark College campus is bisected by Fort Vancouver Way and Clark College has a need for the establishment of a Golf Cart Zone to assist in facilitating the safe and convenient passage of its officers, directors, employees, visitors and patrons between college buildings and property on the Clark College Campus; and

WHEREAS, pursuant to the Revised Code of Washington State (RCW) 46.08.175, the City possesses the power to designate a “Golf Cart Zone” wherein Golf Carts may be operated on public highways and roadways; and

WHEREAS, other jurisdictions in the State of Washington have enacted similar ordinances; and

WHEREAS, this ordinance is an exercise of the city of Vancouver’s police and legislative authority derived from Wash. Const. art. XI, § 11 and is consistent with RCW 35.22.280, and is to protect the public’s health, safety and welfare;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The City Council declares that the purpose of this Ordinance is to establish a Golf Cart Zone in the vicinity of Clark College to assist the College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

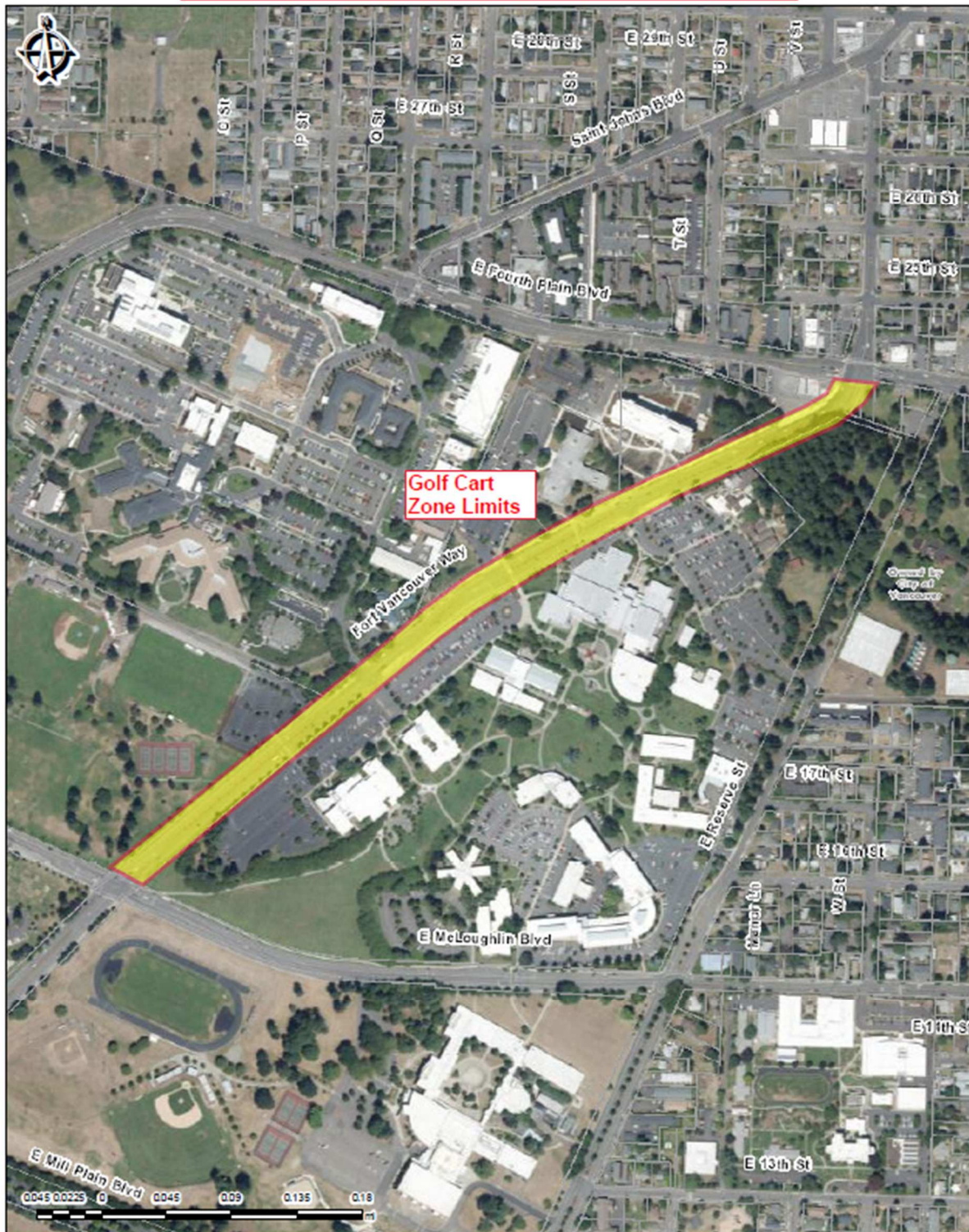
Section 2. A new Chapter, 9.41 VMC “Golf Cart Zones” is hereby created.

Section 3. Sections 9.41.010 through 9.41.040 are hereby created and read as follows.

Section 9.41.010 Establishment of Golf Cart Zones

A. A Golf Cart Zone is hereby created on Fort Vancouver Way north of E. McLoughlin Boulevard and south of E. Fourth Plain Boulevard. The boundaries of the Fort Vancouver Way Golf Cart Zone are shown on Figure 9.41.010 – 1.

Figure 9.41.010-1



B. The City Traffic Engineer shall mark the boundaries of each Golf Cart Zone established pursuant to this Section with signage consistent with boundaries set forth herein.

Section 9.41.020 Operation of Golf Carts

Within a Golf Cart Zone established pursuant to Section 9.41.010 VMC:

A. Golf Carts may be operated by individuals who are at least sixteen years of age who have a valid driver's license from a U.S. state or territory. A person who has a revoked license pursuant to RCW 46.20.285 may not operate a Golf Cart under this Chapter.

B. Golf Cart operators are granted all rights and subject to all duties of RCW 46.61.

C. No Golf Cart shall be operated faster than is reasonable and proper and every Golf Cart shall be operated with reasonable regard for the safety of the operator, passengers, and other persons or property. No operator shall transport more passengers than the manufacturer's designed seating capacity. All passengers must be seated during operations. The use of seatbelts by Golf Cart operators and passengers is mandatory.

D. Between the hours of 6 p.m. to 6 a.m., the operation of Golf Carts is prohibited.

E. Golf Carts may travel on all portions of the public streets and rights-of-way that have a speed limit of twenty-five miles per hour or less located within the golf cart zone. Golf Carts may not travel within city sidewalks, designated bicycle lanes, or pedestrian crosswalks, and operators are required to yield to occupants thereof in accordance with RCWs 46.61.261 and 46.61.235. This provision shall not be construed to limit lateral passage across sidewalks and bicycle lanes by Golf Carts otherwise operated in compliance with this Chapter.

F. Subject to the provisions of this Chapter, Golf Carts may cross all public highways and roadways at locations that have traffic control devices.

Section 9.41.030 Equipment Standards

All Golf Carts operated within a Golf Cart Zone established under Section 9.41.010 VMC must comply with the equipment standards established by applicable state law.

Section 9.41.040 Penalty

Any violation of the provisions of this section shall be a class one civil infraction under RCW 7.80.120 with a fine not exceeding two hundred and fifty dollars.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. This Ordinance shall be effective thirty days after adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE establishing a Golf Cart Zone on Fort Vancouver Way north of E. McLoughlin Boulevard and south of E. Fourth Plain Boulevard; creating a new Chapter within Title 9 of the Vancouver Municipal Code (VMC) “VMC 9.41 Golf Cart Zones”; creating VMC Sections 9.41.010 “Establishment of Golf Cart Zones”, 9.41.020 “Operation of Golf Carts”, 9.41.030 “Equipment Standards”, 9.41.040 “Penalty”; providing for severability; and providing for an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report 200-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018
1/28/2019

SUBJECT Right-of-Way Franchise Ordinance for ExteNet Systems, Inc.

Key Points

The proposed franchise ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities, including “small cell wireless” facilities, within the City’s right-of-way.

Strategic Plan Alignment

N/A

Present Situation

ExteNet Systems wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City’s right-of-way.

This project involves the deployment of “small cell” wireless network technology, to provide high speed telecommunications services to provider clients in Vancouver, WA. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These “small cell” facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage but not enough capacity.

City staff has worked with ExteNet Systems to negotiate a franchise ordinance, which manages the deployments of small cell facilities in a way that balances local aesthetics, character, and public health and safety while also deriving the benefits of these new technologies for the City’s

residents to the greatest extent practicable.

Advantage(s)

The franchise ordinance would formalize and establish the terms and conditions for use of the City's right-of-way by ExteNet Systems.

Disadvantage(s)

Additional facilities may present a visual impact to the City's right-of-way.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, December 17, 2018, approve the proposed franchise ordinance on first reading, setting date of second reading and public hearing for Monday, January 28, 2018.

Michael Nigrey, Assistant City Attorney, 487-8500

ATTACHMENTS:

- ▣ ExteNet Franchise Ordinance

12/17/18
01/28/19

ORDINANCE M - _____

AN ORDINANCE relating to management of the public rights-of-way, granting to ExteNet Systems, Inc. (hereinafter referred to as the “Franchisee”), Delaware corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

WHEREAS, Franchisee is a telecommunications company that provides wireless communications services; and

WHEREAS, Franchisee has requested that the City grant it the right to install, operate, and maintain a telecommunications system within the public ways of the City; and

WHEREAS, Franchisee proposes the placement, attachment or installation of one or more items of Communication Facilities on, over, under or within any City rights of way or to any City Facility (“Attachments”) to provide telecommunications services as referenced in Section 17 herein; and

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such a non-exclusive franchise be granted to the Franchisee; and

ORDINANCE - 1

Does not require codification

WHEREAS, the City Council has the authority, including pursuant to Chapter 35.99 of the Revised Code of Washington (RCW), to grant franchises for the use of its streets and other public properties; and

WHEREAS, the City is willing to grant the rights requested subject to certain terms and conditions authorized by law.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number.

"Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

"City" means the City of Vancouver, Washington, and either or both, as applicable, the person designated by the City.

"Communication System" or "Facilities" shall mean the Franchisee's system of cables, wires, conduits, ducts, pedestals, poles, antennas, transmitters, receivers, backup power supplies, and any associated converter, equipment, or facilities within the City managed and controlled by Franchisee to provide Telecommunications Service, including without limitation those Facilities that are existing or currently planned by Franchisee.

ORDINANCE - 2

Does not require codification

“Cost” means any actual, reasonable, and documented costs, fees, or expenses, including but not limited to attorneys’ fees.

"FCC" means the Federal Communications Commission or any successor governmental entity hereto.

"Franchise" shall mean initial authorization, or renewal thereof, issued by the City, which authorizes construction and operation of the Franchisee's Communication System.

"Franchisee" means ExteNet Systems, Inc. a Delaware corporation .

"Indefeasible Right of User Interest" or "IRU" means a form of acquired capital in a telecommunications system, in which the holder of the interest possesses a right to use the telecommunications system, but not the right to control, maintain, construct or revise the telecommunications system.

"Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

"Public Way" shall mean the surface of, and any space on, above or below, any street, public right-of-way or utility easement for which the City now or hereafter holds any interest and which, consistent with the purpose for which it was acquired or dedicated, may be used for the installation or maintenance of the Communication System. Public Way shall not mean utility easements dedicated for a specific utility system or systems and not specifically identifying telecommunications as a permitted use within the easement.

"Service Area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

ORDINANCE - 3

Does not require codification

“Small Cell Equipment” means Franchisee’s Communication Systems or Facilities attached, mounted, on installed on a proprietary or leased pole located in the Public Ways of the City used to provide telecommunications services. This definition shall include new types of small cell equipment that may evolve or be adopted using wireless technologies.

“Small Cell Site” means a location in the Public Ways of the City selected for Franchisee’s deployment of small cell equipment.

"Subscriber" or "Customer" means a Person who lawfully receives Telecommunication Services from the Communications System with the Franchisee's express permission.

“Telecommunications Service” shall mean any “telecommunications service” as defined by RCW 35.99.010(7), excluding “cable television service” as defined by RWC 35.99.010(1).

Section 2. Authority Granted. The City hereby grants to the Franchisee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a nonexclusive Franchise within the Service Area which authorizes the Franchisee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during the term of this Franchise, any Facilities necessary for the maintenance and operation of a Communication System. The authority granted herein is a limited authorization to occupy and use of Public Ways of the City for the purpose of providing telecommunications services. Nothing contained herein shall be construed to grant, warrant or convey any right, title, or interest in the public rights-of-way of the City to the Franchisee.

ORDINANCE - 4

Does not require codification

Section 3. Grant Limited to Occupation and Service. Nothing contained herein shall be construed to grant or convey to the Franchisee or warrant any right, title, or interest in the Public Ways.

Section 4. Term of Franchise. The first term of this Franchise shall be for an initial period of ten (10) years from the date of acceptance, unless sooner terminated. Thereafter, this Franchise may be renewed for one additional five (5) year term unless Franchisee notifies the City of its intent to terminate or renegotiate the Franchise at least ninety (90) days prior to expiration of the the initial ten (10) year term. Either party may terminate this Franchise upon sixty (60) days prior written notice to the other party upon a default of any term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, or if such default is not curable within sixty (60) days, if the defaulting party fails to commence such cure within sixty (60) days or fails thereafter diligently to prosecute such cure to completion, provided that the grace period for any monetary default shall be ten (10) days from receipt of written notice. Notwithstanding anything to the contrary herein, Franchisee may remove its Facilities at any time, with or without cause upon notice to the City, subject to restoration as provided in Section 12.

Section 5. Non-Exclusive Grant. This Franchise shall not in any manner prevent the City from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said Public Ways of the City, provided that the City will not knowingly, unreasonably interfere with the use and placement of Franchisee's existing Facilities. Further, this Franchise shall in no way prevent or prohibit the City from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City

ORDINANCE - 5

Does not require codification

shall retain power to make all necessary reasonable changes, relocations, repairs, maintenance, establishment, improvement, dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways, and in compliance with Section 8, below.

Section 6. Relocation of Communications System. The Franchisee agrees to relocate its Facilities as provided by the Vancouver Municipal Code (VMC) as it currently exists (See: VMC 11.50.120) or may hereinafter be amended or replaced; provided, however, that the Franchisee shall have received one hundred twenty (120) days' advance written notice. Upon the request of the City, in order to facilitate the design and construction of City projects, the Franchisee agrees to, at its sole cost and expense, locate, and if reasonably determined necessary by the City, to excavate and expose portions of its communication Facilities for inspection so that the location of same may be taken into account in the improvement design, PROVIDED that, Franchisee shall not be required to excavate and expose its Facilities if the Franchisee provides as-built plans and maps of its Facilities that are reasonably determined by the City to be adequate for purposes of this paragraph. The decision to require the relocation of Facilities in order to accommodate the City's projects shall be made by the City upon review of the location and construction of the Franchisee's Facilities.

Section 7. Undergrounding of Facilities. In any area of the City in which there are no aerial facilities other than antennas or other equipment required to remain above ground in order to be functional, or in any Public Ways in which all telephone, electric power wires and cables have been placed underground, the Franchisee shall not be permitted to erect poles or to

ORDINANCE - 6

Does not require codification

run or suspend wires, cables or other Facilities thereon, unless required to do so by the City, but shall lay such wires, cables or other Facilities underground in the manner required by the City.

Whenever the City or other governmental entity requires or initiates undergrounding of aerial utilities in any area of the City, the Franchisee shall underground its Facilities (excluding antennas, equipment cabinets, cabling and other equipment that must be above-ground in order to be functional) in the manner specified by the City, concurrently with and in the area of all the other affected utilities. The location of any such relocated and underground Facilities shall be approved by the City. In the event that Franchisee Facilities must be above-ground in order to be functional, Franchisee agrees to work with the City Public Works department, or designee, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its above-ground installations with the overall character of locations selected as small cell sites. The Franchisee is encouraged to contact and agree with other affected utilities so that all costs for common trenching, common utility vaults and other costs not specifically attributable to the undergrounding of any particular facility are shared fairly and proportionately by all the utilities involved in the underground project. The costs of the undergrounding of Facilities shall be as provided in RCW 35.99.060 as existing or hereinafter amended.

Section 8. Work Within Public Ways. The Franchisee agrees to undertake all work related to the installation, construction or maintenance of its Facilities within the Public Ways in compliance with state and local law as now existing or hereinafter enacted. The local laws include, without limitation:

Chapter 11.50 VMC Utilities in the Right-of-Way

Chapter 11.60 VMC Street Use Permits

ORDINANCE - 7

Does not require codification

Chapter 11.80 VMC Street and Development Standards

Chapter 11.90 VMC Construction in the Right-of-Way

Section 9. Emergency Work -- Permit Waiver. In the event of any emergency in which any of the Franchisee's Facilities located in, above, or under any Public Way breaks, are damaged, or if the Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a Construction Permit as required by this Franchise. However, this shall not relieve the Franchisee from the requirement of notifying the City of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the City by telephone immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the City's Public Works Department Offices are open for business.

The City retains the right and privilege to cut or move any Facilities located within the Public Ways of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. The City shall not be liable to the Franchisee or any other party for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section, unless such damages are caused by the City's negligence or willful misconduct.

ORDINANCE - 8

Does not require codification

City shall provide Franchisee reasonable advance written notice which notice shall not be less than forty-eight (48) hours, of its intent to inspect the Facilities except in the event of emergency when safety considerations justify the need for immediate inspection without delay.

Section 10. Dangerous Conditions, Authority for City to Abate, and Graffiti Removal. Whenever construction, installation, or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public, street utilities, or City-owned property, the Public Works Director may direct the Franchisee, at the Franchisee's own expense, to take action to protect the public, adjacent public places, City-owned property, streets, utilities, and Public Ways. Such action may include compliance within a prescribed time.

In the event that the Franchisee fails or refuses to promptly take the actions directed by the City, or fails to comply with such directions, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are necessary to protect the public, the adjacent streets, utilities, public ways, to maintain the lateral support thereof, or actions regarded as necessary safety precautions; and the Franchisee shall be liable to the City for the costs thereof. The provisions of this Section shall survive the expiration, revocation, or termination of this Franchise.

Within the earlier of forty-eight (48) hours after discovery of the graffiti, as defined by Vancouver Municipal Code 8.21.010(D), by Franchisee or receipt of notice from the City, Franchisee shall remove any graffiti on any part of its facilities, including, by way of example

ORDINANCE - 9

Does not require codification

and not limitation, equipment cabinets. If Franchisee fails to do so, the City may remove the graffiti and bill Franchisee for the cost thereof.

Section 11. The Franchisee's Maps and Records. Upon acceptance and thereafter as construction is completed, the Franchisee shall provide the City with accurate copies of all as-built plans and maps in a form and content prescribed by the City. These plans and maps shall be provided at no cost to the City.

The Franchisee shall supply and maintain updated, at no cost and locally available, any information reasonably requested by the City to coordinate municipal functions with the Franchisee's activities and fulfill any municipal obligations under state law. Said information may include, but is not limited to, any installation inventory, location of existing or planned facilities, maps, plans, operational data, and as-built drawings of Franchisee's installations in the City. Said information may additionally include, but is not limited to, the GIS coordinates of small cell sites, the date of installation, type of pole used for installation, pole owner, and description of small cell equipment used at each small cell site. Said information may be requested either in hard copy and/or electronic format compatible with the City's data base system, as now or hereafter existing. Franchisee shall keep the City reasonably informed of its long-range plans for coordination with the City's long-range plans.

If the Franchisee informs the City that any information to be provided pursuant to this paragraph is confidential, or proprietary, a trade secret, or otherwise entitled to protection from disclosure, then, subject to the Public Records Act, the City will not disclose such information to any third party without first giving the Franchisee ten (10) days prior written notice of the City's intent to do so in order to give the Franchisee, at its sole expense, the opportunity to seek judicial

ORDINANCE - 10

Does not require codification

protection. In such instance, the Franchisee will reimburse the City for all actual, reasonable, and documented attorneys' fees and costs, and any penalties, attorneys' fees, and costs awarded, as a result of not disclosing such information.

Section 12. Restoration after Construction or Damage. The Franchisee shall, after installation, construction, relocation, maintenance, removal, or repair of its communication Facilities within the Public Ways, restore the surface of said Public Ways and any other City-owned property which may be disturbed by the work, to at least the same condition the Public Way or City-owned property was in immediately prior to any such installation, construction, relocation, maintenance, or repair, reasonable wear and tear excepted. Said restorations shall be done in conformance with the most recent edition of City ordinances and standards. The City shall have final approval of the condition of such Public Ways and City-owned property after restoration. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the Public Ways or other affected areas and City-owned property at its sole cost and expense and shall be responsible for said restoration work and repair of damage done by Franchisee to City facilities for the life of the Franchisee's Facility. Franchisee also agrees to restore all other existing facilities and/or property affected by Franchisee's work, at its sole cost and expense.

Section 13. Recovery of Costs. The Franchisee shall be subject to all permit fees reflecting actual, reasonable, and documented administrative costs associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject, for

ORDINANCE - 11

Does not require codification

which a fee is not established, the Franchisee shall reimburse the City directly for any and all actual, reasonable, and documented costs, after receipt of an itemized bill.

In addition to the above, the Franchisee shall promptly reimburse the City for any and all reasonable costs the City incurs in response to any emergency involving the Franchisee's communication Facilities, after receipt of an itemized bill. All billings will be itemized as to specifically identify the costs and expenses for each project for which the City claims reimbursement. The billing may be on an annual basis, but the City shall provide the Franchisee with the City's itemization of costs at the conclusion of each project for information purposes.

Section 14. City's Reservation of Rights. Pursuant to RCW 35.21.860 the City may recover from Franchisee its actual administrative expenses as well as any applicable tax authorized by RCW 35.21.865. This Franchise is premised upon the City and Franchisee's agreement that either Franchisee is a "service provider" as used in RCW 35.21.860 and defined in RCW 35.99.010(6) or Franchisee's Telecommunications Services fall within the definition of "telephone business" set forth in RCW 82.16.010(6)(b)(iii). As such, the rights granted under this Franchise are not conditioned upon payment of a franchise fee or other compensation for use of the Public Ways. Provided, however, that the Franchisee's exercise of the rights granted in this Franchise are conditioned upon reimbursement for actual, reasonable, and documented administrative costs including as set forth for use of City-owned poles, if any, and payment of any other fee set forth herein. The City hereby reserves its right to impose a fee on the Franchisee, to the extent authorized by law, for purposes other than to recover its administrative expenses, in the event that (1) statutory prohibitions on the imposition of such fees are removed, or that (2) Franchisee no longer falls within the definition of "service provider" in RCW

ORDINANCE - 12

Does not require codification

35.99.010(6) and Franchisee's Telecommunications Services fall outside the definition of "telephone business" in RCW 82.16.010(7)(b)(iii). Under those circumstances, the City also reserves its right to require that the Franchisee obtain a separate Agreement for its change in use, which Agreement may include provisions intended to regulate the Franchisee's operations, as allowed under applicable law. Nothing in this Franchise shall limit the City's right of taxation as authorized by law.

Section 15. Small Cell Site Location. Franchisee's small cell equipment may be installed on City owned poles under the terms of a separate license agreement between the Franchisee and the City, on utility poles under the terms of an agreement with the owner of such poles, or on Franchisee proprietary poles in the Public Ways of the City.

Prior to finalizing a small cell site location, Franchisee shall work with the City Public Works department, or designee, to approve small cell site installations and potential design modifications appropriate for the installation, including but not limited to, design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its installations with the overall character of locations selected as small cell sites.

Placement of Franchisee small cell equipment is conditioned upon the availability of sufficient right-of-way at the proposed small cell site, and minimum pedestrian and Americans with Disabilities Act (ADA) passage along a sidewalk of at least 48 inches of unobstructed space along all sidewalks within the City,

Franchisee understands and acknowledges that the City has a legitimate interest in preserving the character and aesthetics of the City of Vancouver, WA downtown core areas as described in the Vancouver City Center Vision Subarea Plan, and shall not place any small cell

ORDINANCE - 13

Does not require codification

equipment within said downtown core area without first receiving approval from the City Public Works department, or designee, which shall not be unreasonably withheld, conditioned, or delayed, to approve design concepts and the use of camouflage or stealth materials, as reasonably necessary to blend its small cell site installations with the overall character of locations selected in the City's downtown core areas.

Section 16. Utility Owned Poles. The parties acknowledge that the poles which the Franchisee desires to use for the location of its small cell equipment are poles owned by a third party or parties, and that Franchisee has entered or shall enter into an agreement with the third party or parties, setting forth the terms and conditions under which the Franchisee shall be permitted to do so.

Section 17. City Owned Poles. In the event Franchisee desires to use City poles or other infrastructure for the location of its small cell equipment, such use will be determined on a case-by-case basis pursuant to a separate license agreement between Franchisee and the City, setting forth the terms and conditions under which the Franchisee shall be permitted to do so, including but not limited to, whether the current infrastructure is sufficient to address structural loading requirements for the small cell equipment, ownership and maintenance of the infrastructure, and small cell equipment design standards.

Franchisee shall comply with all relevant legal requirements for connecting small cell equipment to electricity and telecommunications service. The City is not responsible for providing electricity or transport connectivity to Franchisee.

ORDINANCE - 14

Does not require codification

This Franchise Agreement does not authorize the co-location of small cell equipment on any City poles or other infrastructure. To the extent there is an interest by multiple providers to install small cell equipment on any City poles or other infrastructure, access to small cell equipment on any City poles or other infrastructure will be determined on a first-come first-serve basis. Exceptions may be granted by the City based on Franchisee's network demand considerations and the unavailability of alternative small cell sites.

Section 18. Vacation of Right of Way. The process for the vacation of rights of way is provided for in City code, currently chapter 11.05 VMC. The City will endeavor to follow the process provided for in the code. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Franchisee by reason of such vacation. The Franchisee shall remove its Facilities from any vacated right of way unless such vacation provides for the continuing right of the Facilities to exist within the vacated area.

Section 19. Indemnification and Waiver.

A. Franchisee hereby releases and covenants not to bring suit and agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgments, awards or liability to any person for injury, sickness, or death of any person or damage to any property or interests:

1. Arising as a result of the acts or omissions of Franchisee, its agents, servants, officers or employees or the construction, placement, operation or maintenance of Facilities in the Public Ways; or

ORDINANCE - 15

Does not require codification

2. Based on the City's inspection or lack of inspection of work performed by Franchisee, its agents and servants, officers or employees in connection with work authorized on the Public Ways or property over which the City has control pursuant to this Franchise or pursuant to any other permit or approval issued in connection with this Franchise;

B. The provisions of Subsection A of this Section shall apply to claims by Franchisee's own employees and the employees of the Franchisee's agents, representatives, contractors, and subcontractors to which Franchisee might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and Franchisee acknowledges that the City would not enter into this Franchise without Franchisee's waiver thereof.

C. Inspection or acceptance by the City of any work performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Franchisee has been given prior written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised with Franchisee's consent prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim, and has the right to approve any settlement or other compromise of any such claim, provided that Franchisee shall not be liable for such settlement or other compromise unless it has consented thereto.

D. The obligations of Franchisee under the indemnification provisions of this Section shall apply regardless of whether liability for damages arises out of bodily injury to persons or damages to property, except to the extent that such claims, actions, damages, costs, expenses,

ORDINANCE - 16

Does not require codification

and attorney's fees were caused by the negligence or willful misconduct of the City. In the event that a court of competent jurisdiction determines that this Franchise is subject to the provisions RCW 4.24.115, the parties agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein.

E. Notwithstanding any other provisions of this Section, Franchisee assumes the risk of damage to its Facilities located in the Public Ways and upon City-owned property from such activities conducted by the City, its officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious action on the part of the City, its officers, agents, employees or contractors. Franchisee releases and waives any and all such claims against the City, its officers, agents, employees or contractors. Franchisee further agrees to indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors, except to the extent any such damage or destruction is caused by or arises from the negligent, willful or malicious actions on the part of the City, its officers, agents, employees or contractors.

F. Notwithstanding anything contained herein to the contrary, other than in connection with the foregoing third party claims indemnification and damages incurred for breach of confidentiality, neither party shall be liable to the other for consequential, incidental, special or indirect damages.

ORDINANCE - 17

Does not require codification

Section 20. Abandonment and Removal of Franchisee's Communication Facilities.

Upon the expiration, termination, or revocation of the rights granted under this Franchise, or upon the removal of any Facility from service, the Franchisee shall remove the Facility or Facilities from the Public Ways of the City within 90 days of receiving notice from the City. If the Franchisee fails to remove its Facilities, the City may declare said Facilities to be the property of the City.

In the alternative, the City may, in its sole discretion, permit the Franchisee to abandon its Facilities in place, upon such terms and conditions as the City may reasonably prescribe by written notice. Upon agreement by the Franchisee, ownership of the Facilities shall be transferred to the City and the Franchisee shall submit to the City the necessary transfer documents. If the Franchisee does not transfer ownership within 90 days of receiving notice from the City, the City may commence legal action to enforce the transfer.

In the event that the City does not grant the Franchisee permission to abandon the Facilities or the Franchisee does not comply with the terms and conditions set by the City for such abandonment, the City may elect, in its sole discretion to declare the Facilities permanently abandoned and assume ownership of the Facilities; proceed with legal action to compel the Franchisee to remove such Facilities; or remove the Facilities and recover the costs of such removal from the Franchisee.

Section 21. Modification. The City and the Franchisee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise Agreement upon the written agreement of both parties to such alteration, amendment or modification. Said modifications

ORDINANCE - 18

Does not require codification

shall be expressed by ordinance of the City Council passed for that purpose and accepted by the Franchisee consistent with Section 31 of this Franchise Agreement.

Section 22. City Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of any Facilities by the Franchisee, and the Franchisee shall promptly conform with all such regulations, unless compliance would cause the Franchisee to violate other requirements of the law.

Section 23. Survival. All of the provisions, conditions, and requirements of this Franchise shall be in addition to any and all other obligations and liabilities the Franchisee may have to the City at common law, by statute, or by contract. The provisions, conditions, and requirements of Sections 6, Relocation of Telecommunications Facilities; 7, Undergrounding of Facilities; 8, Work in the Public Ways; 10, Dangerous Conditions; 12, Restoration after Construction; 19, Indemnification; 20, Abandonment and Removal of the Franchisee's Facilities, shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its communication Facilities from the Public Ways, transfers ownership of said Facilities to a third party, or abandons said System in place, all as provided herein. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the Franchisee and all

ORDINANCE - 19

Does not require codification

privileges, as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 24. Severability. If any section, sentence, clause, or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Franchise.

Section 25. Assignment. This agreement may not be assigned without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, except that the Franchisee may freely assign this Franchise in whole or part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization or refinancing. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. The Franchisee shall provide prompt, written notice to the City of any such assignment.

In addition, Franchisee may, without the prior written consent of the City

(i) lease the Facilities, or any portion thereof, to another Person, provided, that such other Person shall obtain a City Franchise, if required; or (ii) grant an Indefeasible Right of User Interest in the Facilities, or any portion thereof, to another Person; or (iii) offer or provide capacity or bandwidth in its Facilities to another Person; provided that Franchisee at all times retains exclusive control over such Facilities and remains responsible for locating, servicing,

ORDINANCE - 20

Does not require codification

repairing, relocating or removing its facilities pursuant to the terms and conditions of this Franchise.

Section 26. Liability Insurance. Franchisee shall, at its own expense, upon adoption, obtain and maintain throughout the term this Franchise, a commercial general liability insurance policy with limits of five million dollars (\$5,000,000.00) per occurrence for bodily injury and property damage and five million dollars (\$5,000,000.00) general aggregate, with the City included as an additional insured as their interest may appear under this Agreement, protecting and saving the City harmless against liability for loss or damage for bodily injury, (including death), or property damage occasioned by the operation of the Franchisee under this Franchise. The Franchisee shall, within thirty (30) days from the effective date of this Franchise, file with the City Clerk proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance including the blanket additional insured endorsement indicating City coverage required herein, Upon receipt of notice from its insurer(s) Franchisee shall use commercially reasonable effort to provide the City with thirty (30) days' prior written notice of cancellation of any coverage required herein. Such additional evidence thereof shall be furnished to the City from time to time as it shall require. In those situations where, through the Franchisee's negligent or intentional acts or omissions, damage has occurred Franchisee's insurance shall be primary to any City insurance coverage or, in the event the City is self-insured, any Franchisee policy shall afford first dollar protection coverage for risks included in Franchisee's operations. The insurance required under this section may be through a utility self-insurance fund under which the Franchisee is insured.

ORDINANCE - 21

Does not require codification

Section 27. Legal Action to Enforce Franchise Terms. This Franchise is entered into in Clark County, Washington. In the event that legal action is brought with respect to this Franchise, the State of Washington shall have personal jurisdiction over each of the parties and venue of any such action shall lie in the Superior Court of Clark County. In the event that legal action is brought with respect to this Franchise, the prevailing party shall be awarded its costs and reasonable attorney's fees in an amount to be determined by the Court.

Section 28. Revocation. In accordance with Section 4 herein, this Franchise may be revoked by the City Council by resolution in the event the Franchisee or any of Franchisee's lessees or other users shall fail, after notice or demand, to comply with any provision hereunder following applicable cure periods, but the City shall have no obligation to do so. No forbearance by the City of any term of condition of this franchise in any instance or at any time shall ever comprise a waiver or estoppel of the City's right to enforce said term condition.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City:

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

Franchisee:

ExteNet Systems, Inc.
Attn:CFO
3030 Warrenville Road, Suite 340
Lisle, Illinois 60532

with an additional copy to:

General counsel at same address

ORDINANCE - 22

Does not require codification

Notice shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the United States Mail in the case of regular mail, or the next day in the case of overnight delivery.

Section 30. Entire Franchise. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Franchise.

Section 31. Acceptance. Within 60 days after the passage and approval of this ordinance, this Franchise may be accepted by Franchisee by its filing with the City Clerk its written and sworn unconditional written acceptance and promise to comply with all terms of this Franchise. Failure of the Franchisee to so accept this Franchise within said period of time shall be deemed a rejection thereof, and the rights and privileges herein granted shall, after the expiration of the 60 day period, absolutely cease and determine, unless the time period is extended by ordinance duly passed for that purpose.

Section 32. Effective Date. Subject to compliance with Section 30 of this Ordinance, this ordinance shall become effective five (5) days from and after its final passage by the Vancouver City Council and publication of a summary of the ordinance pursuant to City Charter.

ORDINANCE - 23

Does not require codification

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 24

Does not require codification

SUMMARY

ORDINANCE M-_____

AN ORDINANCE relating to management of the public rights-of-way, granting to ExteNet Systems, Inc., a Delaware corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon along, and across public rights-of-way of the City of Vancouver, Washington, prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE - 25

Does not require codification

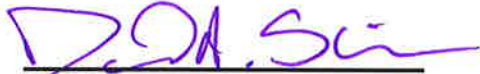
VOUCHER APPROVAL

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

\$ **7,133,431.51** this 17th day of December 2018.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 4 - December 10	Accounts Payable Checks (see attached)	\$ 3,702,155.36
December 4 - December 10	Visa Refunds (see attached)	\$ 1,901.00
December 4 - December 10	Payroll Checks (see attached)	\$ 3,429,375.15
TOTAL		\$ 7,133,431.51

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
*120048	10-Dec-2018	56,235.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC RETIREES
120049	10-Dec-2018	12,817.51	KAISER PERMANENTE	***WIRE*** DECEMBER KAISER REGULAR DENTAL PREMIUMS
120050	10-Dec-2018	271,178.79	KAISER PERMANENTE	***WIRE*** DECEMBER KAISER REGULAR MEDICAL PREMIUMS
120051	10-Dec-2018	14,988.39	KAISER PERMANENTE	***WIRE*** DECEMBER KAISER COBRA MEDICAL PREMIUMS
120052	10-Dec-2018	160.89	KAISER PERMANENTE	***WIRE*** DECEMBER KAISER COBRA DENTAL PREMIUMS
120053	10-Dec-2018	394,816.26	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** FIRE HEALTH TRUST DEC PREMIUMS
120054	10-Dec-2018	648.06	WASHINGTON DENTAL SERVICE	***WIRE*** WDS DEC PT PREMIUMS
120055	10-Dec-2018	66,221.53	WASHINGTON DENTAL SERVICE	***WIRE*** WDS DEC ACTIVE PREMIUMS
120056	10-Dec-2018	4,402.82	WASHINGTON DENTAL SERVICE	***WIRE*** WDS DEC RETIREE PREMIUMS
120057	10-Dec-2018	1,202.03	WASHINGTON DENTAL SERVICE	***WIRE*** WDS DEC COBRA PREMIUMS
120058	10-Dec-2018	198,418.75	WESTERN STATES HEALTH &	***WIRE*** OPEIU HEALTH TRUST DEC PREMIUMS
120059	10-Dec-2018	184,103.31	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS WEEK 1 OF DECEMBER
120060	10-Dec-2018	33,962.63	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 5 OF NOVEMBER
120061	10-Dec-2018	22,596.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC ACTIVE PREMIUMS
120062	10-Dec-2018	538.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC RETIREES
120063	10-Dec-2018	591.80	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC COBRA
120064	10-Dec-2018	269.00	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC PT PREMIUMS
120065	10-Dec-2018	2,367.20	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS DEC VHA PREMIUMS
120066	10-Dec-2018	46,554.90	RELIASTAR LIFE INSURANCE CO	***WIRE*** VOYA STOPLOSS DEC PREMIUMS
120067	10-Dec-2018	1,414.35	VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
120068	10-Dec-2018	12,480.66	WESTERN STATES HEALTH &	***WIRE*** PAYROLL
120069	10-Dec-2018	17,800.00	WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
120070	10-Dec-2018	4,466.26	ICMA 401A	***WIRE*** PAYROLL
120071	10-Dec-2018	56,050.85	STATE OF WASHINGTON 457	***WIRE*** PAYROLL
120072	10-Dec-2018	75.00	HRA VEBA PLAN	***WIRE*** PAYROLL
120073	10-Dec-2018	12,195.54	ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
120074	10-Dec-2018	186,773.88	ICMA CORP	***WIRE*** PAYROLL
120075	10-Dec-2018	375.00	OREGON SDU	***WIRE*** PAYROLL
120076	10-Dec-2018	28,171.38	ING	***WIRE*** PAYROLL
120077	10-Dec-2018	24,744.63	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
120078	10-Dec-2018	6,117.08	WASHINGTON SDU	***WIRE*** PAYROLL
597540	06-Dec-2018	678.25	A-CHECK AMERICA INC	CUST 00178340-0000 - 18OCT - EMPLOYMENT SCREENING SERVICES - HR
597541	06-Dec-2018	39.02	A LINE ASPHALT MAINTENANCE INC	18OCT - MAINTENANCE RATED SWEEP - LOT 4 - CITY HALL - PARKING - RECEIPT 138917 BY T PICCHIONI PER E-MAIL
597542	06-Dec-2018	55.10	ADT LLC	PERMIT WITHDRAWN

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597543	06-Dec-2018	426.04	AEROMARINE PUBLISHING CORP	REF AIRPORT
597544	06-Dec-2018	1,653.10	AMY LEACH DBA MINI MIX CONCRETE	TICKETS 29723, 29728, 29741, & 29775 - CONCRETE DELIVERIES (4 EA) - MULTIPLE CITY LOCATIONS - 10/06/18-10/30/18 - OP CENTER
597545	06-Dec-2018	276.42	ANNAS CONSULTANTS INC	TROUBLESHOOT COMPRESSOR OIL LEAK - THRU 10/24/18 - FIRE 5 - RECEIPT 138596 BY C NELSON PER E-MAIL
597546	06-Dec-2018	196.16	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT & COVERALL CLEANING - THRU 11/5/18 - OP CENTER
597547	06-Dec-2018	589.70	ARBORSCAPE LTD INC	11/02/18 - REMOVE TREES - 2 EA - WETLANDS BEHIND 3619 SE 168TH AVE - OP CENTER
597548	06-Dec-2018	1,439.77	ARCHAEOLOGICAL INVESTIGATIONS NW INC	BILLING 21 - ARCHAEOLOGICAL PREDETERMINATION REPORT REVIEW/SURVEYS - MULTIPLE PROJECTS - 18AUG-18OCT - DRS - RECEIPT 138554 BY B THOMAS PER E-MAIL
597549	06-Dec-2018	86.46	AT&T MOBILITY II LLC	ACCT 287238238360 - 10/17/18-11/16/18 - IT
597550	06-Dec-2018	1,868.59	Bader, Jeanette M (Jan)	PAST FORWARD NATIONAL TRUST FOR HISTORIC PRESERVATION - POST TRAVEL
597551	06-Dec-2018	222.20	Bakker, John James	BOOT REIMBURSEMENT
597552	06-Dec-2018	216.10	Battan, Kavindra M (Kevan)	BOOT REIMBURSEMENT
597553	06-Dec-2018	186.30	Beach, Robert A	BOOT REIMBURSEMENT
597553	06-Dec-2018	102.00	Beach, Robert A	CDL RENEWAL
597554	06-Dec-2018	23,475.38	BLACKLINE INC	DAY CENTER PARKING LOT SLURRY SEAL - EST 1 - THRU 10/26/18
597555	06-Dec-2018	40.94	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 100262829 - MEDICAL SUPPLIES - FIRE
597556	06-Dec-2018	20.00	BRADLEY MILLER	REF ALARMS
597557	06-Dec-2018	20.00	BRANDON/CARLS MACNEIL	REF ALARMS
597558	06-Dec-2018	250.00	BSK ASSOCIATES	CLIENT VANCO8428 - WO V8K0076 - SAMPLE TESTING SERVICES - PCE & TCE ONLY - 11/06/18 - OP CENTER - RECEIPTED BY P TANDY PER E-MAIL
597559	06-Dec-2018	1,089.50	BUELL REALTIME REPORTING	JOB 35029 - CASE 3:17-CV-05969-BHS - QUINN V COV ET AL - CERTIFIED COPY OF TRANSCRIPTS - 09/11/18 - RISK
597560	06-Dec-2018	686.00	CALE AMERICA INC	ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 18OCT - PARKING
597561	06-Dec-2018	55.10	CHRISTENSON ELECTRIC INC	DUPLICATE OF MPE-244010
597562	06-Dec-2018	11.69	CITY OF PORTLAND	ACCT 504443 - TELECOMM SERVICES - 18OCT - VPD
597563	06-Dec-2018	300.00	CITY OF VANCOUVER	REG 21333 - FALSE ALARM FEE - 11/25/18 @ 06:54:11 - DAY CENTER - 2018 GRAND BLVD - OP CENTER
597564	06-Dec-2018	525.07	CITY OF VANCOUVER	PLATES AND REGISTRATIONS FOR MULTIPLE CITY VEHICLES
597565	06-Dec-2018	200.00	CLARK COUNTY	18OCT PUBLIC UTILITY PERMITS FOR SEWER UTILITY - OPS CENTER
597565	06-Dec-2018	400.00	CLARK COUNTY	18OCT PUBLIC UTILITY PERMITS FOR WATER UTILITY - OPS CENTER
597565	06-Dec-2018	57,002.00	CLARK COUNTY	ANNUAL GIS PARTNERSHIP FEE - IT
597565	06-Dec-2018	2,708.82	CLARK COUNTY	JURY FEES - 10/8/18-10/26/18 - BUDGET
597565	06-Dec-2018	15,430.80	CLARK COUNTY	POWNT-WHITLEY TIPPING FEES - SEP18 - OPS CENTER
597566	06-Dec-2018	3,000.00	CLARK COUNTY HISTORICAL MUSEUM	2018 FERRY LEVEL SPONSORSHIP - CMO
597567	06-Dec-2018	116,730.97	CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY - MULTIPLE LOCATIONS
I				
597574				

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597575	06-Dec-2018	3,427.90	COLUMBIA CLAIMS SERVICE INC	FILE V118-1006 - CLAIMS ADJUSTER SERVICES - THRU 11/16/18 - RISK
597576	06-Dec-2018	42,346.46	COLUMBIA FORD	2018 FORD INTERCEPTOR AWD - VIN 1FM5K8AR6JGC95301- EQUIP SERVICES
597576	06-Dec-2018	42,346.46	COLUMBIA FORD	2018 FORD INTERCEPTOR AWD - VIN 1FM5K8AR8JGC95302- EQUIP SERVICES
597576	06-Dec-2018	26,937.40	COLUMBIA FORD	2019 FORD S6E TRANSIT CARGO - VIN NM0LS6E71K1399544
597576	06-Dec-2018	23,666.97	COLUMBIA FORD	2019 FORD TAURUS FWD - VIN 1FAHP2D87KG105922
597576	06-Dec-2018	54,543.63	COLUMBIA FORD	2019 FORD TRANSIT - VIN 1FTBW3XM8KKA07030 - EQUIP SERVICES
597576	06-Dec-2018	52,478.61	COLUMBIA FORD	2019 FORD TRANSIT CARGO HR - VIN 1FTYR3XMXKKA07029 - EQUIP SERVICES
597577	06-Dec-2018	17,649.31	COLUMBIA RESOURCE COMPANY	ACCT 990002 - 18OCT - ASH DISPOSAL - MP ENG - RECEIPT 138831 BY L JONES PER E-MAIL
597578	06-Dec-2018	154.00	COLUMBIAN PUBLISHING COMPANY	ACCT 263636 - ADVERTISING - 10/27/18-11/26/18 - URBAN FORESTRY
597579	06-Dec-2018	859.98	COMCAST CABLE COMMUNICATIONS INC	SUMMARY: INTERNET SERVICE - MULTIPLE LOCATIONS
597584				
597585	06-Dec-2018	225.99	COMMUNITY HOUSING RESOURCE CTR	PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18OCT - CDBG FUNDING
597585	06-Dec-2018	497.14	COMMUNITY HOUSING RESOURCE CTR	PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18SEP - CDBG FUNDING
597586	06-Dec-2018	4,605.12	COMMUNITY HOUSING RESOURCE CTR	PROJ 414833 - BUILDING FINANCIAL STABILITY - 18JUL-18SEP - CDBG FUNDING
597587	06-Dec-2018	15,599.53	COMPASS MINERALS AMERICA INC	SUMMARY: CUST 537542 - PROD 2285396 - 125.59 TON - OPS CTR
597588	06-Dec-2018	8,953.84	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
597589	06-Dec-2018	36,655.31	CORP INC CONSTRUCTION	VANCOUVER FIRE DEPT REPLACEMENT FIRE STNS 1 & 2 - EST 21 - THRU 11/07/18
597590	06-Dec-2018	336.59	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15540 - INTERPRETER SERVICES - 18OCT - VPD
597591	06-Dec-2018	120.00	CRAIG MENDENHALL DBA AMERICAN SANICAN	SUMMARY: 10/08/18-11/04/18 - WEEKLY PUMPING SERVICES
597592	06-Dec-2018	55.10	CROWN ELECTRIC	PERMIT WITHDRAWN
597593	06-Dec-2018	3,242.11	CUES INC	SUMMARY: WHEEL,STL,6"PVC PIPE/ WREC - RP124 OPS - TOW CABLE/KEYBD
597594	06-Dec-2018	53.95	DENNIS BOELL	REF 600 SCIP LOAN
597595	06-Dec-2018	234.80	DEX MEDIA WEST	ACCT #103505100 - ADVERTISING PARK HILL CEMETERY
597596	06-Dec-2018	1,018.28	DKS ASSOCIATES	PROJ 16117-007 - VANCOUVER MILL PLAIN SIGNAL TIMING - THRU 09/30/18 - TRANSPORTATION - RECEIPT 138999 BY A POWERS PER E-MAIL
597596	06-Dec-2018	7,892.98	DKS ASSOCIATES	PROJ 16117-008 - VANCOUVER COLUMBIA & 13TH SIGNAL DESIGN - THRU 10/31/18 - TRANSPORTATION - RECEIPT 138891 BY A POWERS PER E-MAIL
597597	06-Dec-2018	381.30	DSU PETERBILT & GMC INC	ACCT 53317 - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
597598	06-Dec-2018	20.00	DUSTIN TAWATAO/JANICE-GRACE CAMERINO	REF ALARMS

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597599	06-Dec-2018	475.00	EMERGENCY MEDICINE ASSOCIATES	PAT ACCT 4707790 - MEDICAL SERVICES - D PALAMARYUK - 09/03/18 - RISK
597600	06-Dec-2018	115.26	Erickson, Tara M	KRONOS CONFERENCE - LAS VEGAS NV
597601	06-Dec-2018	5,195.27	EXERCISE EQUIPMENT NW	PRECOR TREADMILL835 P30 CONSOLE - VPD
597602	06-Dec-2018	28.94	FEDERAL EXPRESS CORP	ACCT 1029-9105-2 18NOV SHIPPING CHARGES OPS
597603	06-Dec-2018	436.31	FIRE SYSTEMS WEST	WO 326866 - CUST VANC - IDENTIFY PROBLEMS WITH FIRE ALARM SYSTEM - THRU 09/28/18 - CITY HALL - 415 SW 6TH ST - OP CENTER - RECEIPT 138803 BY P NEWTON PER E-MAIL
597603	06-Dec-2018	708.67	FIRE SYSTEMS WEST	WO 327757 - CUST VANC - REWIRE DUCT DETECTOR IN NEW RTU - 11/01/18 - VPD/WEST-TRAINING - 2800 STAPLETON RD - OP CENTER - RECEIPT 138850 BY P NEWTON PER E-MAIL
597604	06-Dec-2018	1,408.00	FORT VANCOUVER NATIONAL	LANDSCAPE/MAINTENANCE OF LAND BRIDGE - 18OCT - CMO
597605	06-Dec-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-014-5765-032404-5 - 11/25/18-12/24/18 - WESTRIDGE PUMP STATION - OPS CENTER
597606	06-Dec-2018	73.46	Geddry, Blaise T	IA PRO TRAINING
597607	06-Dec-2018	1,144.80	GENERAL AUTOMOTIVE SUPPLY CO	ACCT 21015 - ROAD FLARES - 20 MIN - 720 EA - VPD
597608	06-Dec-2018	-22.07	GENUINE PARTS COMPANY	CREDIT: CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
597608	06-Dec-2018	1,794.15	GENUINE PARTS COMPANY	CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
597609	06-Dec-2018	2,523.28	GEORGE ELEVATOR SERVICE LLC	18NOV - MONTHLY ELEVATOR MAINTENANCE - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 138662 BY P NEWTON PER E-MAIL
597609	06-Dec-2018	43,903.64	GEORGE ELEVATOR SERVICE LLC	INV 2956 - WREC ELEVATOR CONTROL EQUIPMENT REPLACEMENT - EST 1 - THRU 10/10/18
597610	06-Dec-2018	165.48	GREATER VANCOUVER CHAMBER OF	REF PKG PERMIT COV05431
597611	06-Dec-2018	2,200.00	HAHN & ASSOCIATES INC	PROJ 9389 - ASTM E1527-13 PHASE I ENVIRONMENTAL SITE ASSESSMENT - FENTON PROPERTY - 16800 NE FOURTH PLAIN BLVD - 10/08/18-10/19/18 - PARKS
597612	06-Dec-2018	3,122.36	HALBERT CONSTRUCTION LLC	INV 758-89229-11 - DISTINCTIVE LANDSCAPE - EST 10 - THRU 11/08/18
597613	06-Dec-2018	172.97	HDJ DESIGN GROUP	PROJ HDJ4101.004 - WYE REHABILITATION PHASE II - 18SEP - CONSTRUCTION - RECEIPT 138968 BY L PETERSEN PER E-MAIL
597613	06-Dec-2018	1,076.58	HDJ DESIGN GROUP	PROJ HDJ4101.005 - 2018 PRESERVATION CURB RAMPS - 18SEP - CONSTRUCTION - RECEIPT 138969 BY L PETERSEN PER E-MAIL
597614	06-Dec-2018	7,210.00	HDR ENGINEERING INC	PROJ 10080977 - RIGHT OF WAY ACQUISITION SERVICES- EVERGREEN HWY & 102ND CRT CULVERT REPLACEMENT - THRU 10/27/18 - MP ENG - RECEIPT 138943 BY L JONES PER E-MAIL
597614	06-Dec-2018	778.73	HDR ENGINEERING INC	PROJ 10107594 - 32ND AVE/IND ACCESS FEASIBILITY STUDY - THRU 10/27/18 - CED - RECEIPT 138447 BY B THOMAS PER E-MAIL
597614	06-Dec-2018	7,379.70	HDR ENGINEERING INC	TRANSPORTATION SYSTEM SAFETY ANALYSIS - THRU 10/27/18 - CDD - RECEIPT 138520 BY B THOMAS PER E-MAIL
597615	06-Dec-2018	2,327.52	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 15-06206-002 - LID MAINTENANCE TOOLKIT - THRU 10/26/18 - MP ENG
597616	06-Dec-2018	5,416.50	HOULIHAN LAW PC	GENERAL REAL ESTATE SERVICES - 09/08/18-09/28/18 - LEGAL SERVICES - LAW

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597616	06-Dec-2018	1,089.34	HOULIHAN LAW PC	GENERAL REAL ESTATE SERVICES - 10/02/18-10/29/18 - LEGAL SERVICES - LAW
597617	06-Dec-2018	599.21	IDSC HOLDINGS INC DBA SNAP ON INDUSTRIAL	CUST 200819250 - TPMS4 TOOL KIT FOR SHOP - EQUIP SERVICE
597618	06-Dec-2018	1,570.00	INVINTUS MEDIA INC	SYSTEM MAINTENANCE AGREEMENT/PERSISTENT STREAMING/HOSTING OF CVTV WEBSITE - THRU 10/31/18 - MEDIA SERVICES
597619	06-Dec-2018	311.63	IRON MOUNTAIN SECURE SHREDDING	CUST 24WNH - RECORDS STORAGE/RETRIEVAL - 09/26/18-10/23/18 - FINANCE
597620	06-Dec-2018	100.00	JAVIER VALENCIA	REF 600 SCIP LOAN
597621	06-Dec-2018	100.00	JENNIFER HARNER	REF PARKING
597622	06-Dec-2018	455.00	JOAN KROUT DBA CLARK CO MOBILE DRUG TESTING	08/15/18 & 09/26/18 - MEDICAL TESTING SERVICES - 18 EA - OP CENTER - RECEIPT 138927 BY A BAFUS PER E-MAIL
597623	06-Dec-2018	4,058.49	JOVITA MARTINEZ-ORNELAS	SETTLEMENT RE: J MARTINEZ-ORNELAS - DOL: 11/02/18 - PROJ 922868 - RISK
597624	06-Dec-2018	309.59	K F JACOBSEN & CO INC	ACCT 13866 - FINE MIX ASPHALT - 4.08 TON - OPS CENTER
597625	06-Dec-2018	14.84	KAISER PERMANENTE	ACCT 11007625 - MEDICAL RECORDS RE: COV V JONI LEE #22429V - LAW
597626	06-Dec-2018	2,190.00	KEATING BUCKLIN & MCCORMACK INC PS	CLIENT MATTER 1109-00002 - LEGAL SERVICES - COV ADV QUINN - 10/03/18-10/31/18 - RISK
597627	06-Dec-2018	153.63	Keys, Ross C	LOCAL MILEAGE FOR JAN - NOV 30, 2018
597628	06-Dec-2018	9,151.67	KING COUNTY DIRECTORS ASSN PURCHASING DEPT	CUST 101771 ZEAGER CEDAR -
597629	06-Dec-2018	32.00	King, David R	POP CONFERENCE
597630	06-Dec-2018	60.00	Kirby, Kyle J	LEADERSHIP AND MGMT OF SURFACE TRANSPORTATION INCIDENTS - PUEBLO CO
597631	06-Dec-2018	1,488.77	KYLIE MONETTE	SETTLEMENT RE: K MONETTE - DOL: 11/03/18 - PROJ 922867 - RISK
597632	06-Dec-2018	864.27	LAKEYLAND DBA NORTHWEST SAFETYCLEAN	NFPA ADVANCED CLEANING/REPAIRS/GENERAL REPAIRS - FIRE
597633	06-Dec-2018	399.00	LAW OFFICES OF SUSAN DRUMMOND PLLC	FILE VANLU - LEGAL ASSISTANCE - LAND USE ISSUES - THRU 10/12/18 - LAW
597634	06-Dec-2018	190,949.66	LEE CONTRACTORS LLC	WATER STATION 5-7 STORAGE TOWER-SEISMIC IMPROVEMENTS - EST 5 - THRU 11/05/18
597635	06-Dec-2018	1,584.34	LEXIS NEXIS A DIV OF RELX INC	ACCT 424XNVMDX - 18OCT - SUBSCRIPTION SERVICES - LAW
597636	06-Dec-2018	134.42	LINGUAVA INC	CUST 549 - DOCUMENT TRANSLATION SERVICES - THRU 11/07/18 - VPD - RECEIPT 138464 BY A CARMAN PER E-MAIL
597637	06-Dec-2018	73.55	Livingston, Tracy B	BOOT REIMBURSEMENT
597638	06-Dec-2018	1,479.50	MACKAY & SPOSITO INC	PROJ 17002 - RESURFACING CURB RAMPS - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138916 BY L PETERSEN PER E-MAIL
597638	06-Dec-2018	3,631.50	MACKAY & SPOSITO INC	PROJ 17012 - WATER STATION 1 - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138580 BY L PETERSEN PER E-MAIL
597638	06-Dec-2018	2,690.00	MACKAY & SPOSITO INC	PROJ 17032 - 2018 RESURFACING PROJECT - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138915 BY L PETERSEN PER E-MAIL
597638	06-Dec-2018	7,128.50	MACKAY & SPOSITO INC	PROJ 17079 - CTC STORMWATER RETROFIT PHASE II - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138581 BY L PETERSEN PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597638	06-Dec-2018	1,748.50	MACKAY & SPOSITO INC	PROJ 17080 - EVERGREEN AIRPARK SCIP - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138579 BY L PETERSEN PER E-MAIL
597639	06-Dec-2018	80,644.63	MACKENZIE ENGINEERING INC	SUMMARY: PROJ 2180135.00 - FIRE STATION 11 - AUG/SEP/OCT - FACILITIES
597640	06-Dec-2018	151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18NOV - CITY HALL - RECEIPT 138487 BY A POWERS PER E-MAIL
597641	06-Dec-2018	219.40	McEnerny-Ogle, Anne M	CLARK COUNTY MAYORS DINNER REIMBURSEMENT
597641	06-Dec-2018	56.65	McEnerny-Ogle, Anne M	POST TRAVEL NLC NOVEMBER 2018
597642	06-Dec-2018	5,520.46	MCFARLANES BARK INC	SUMMARY: ACCT CIT009 THRU 11/9 - YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE
597643	06-Dec-2018	332.50	McShea, Darren Michael	FIRST LEVEL SUPERVISION TRAINING
597644	06-Dec-2018	224,211.11	MICHELS CORPORATION	E3A-1 SEWER REHABILITATION-CIPP - EST 2 - THRU 11/02/18
597645	06-Dec-2018	3,867.93	MISCELLANEOUS	SUMMARY: CITY UTILITIES, PARKS & OTHER MISC REFUNDS
I				
597660				
597661	06-Dec-2018	1,081.29	Moen, Christopher P	NW CO I/A COMPLEX FIRE
597662	06-Dec-2018	183.88	MONIQUE ANN COLEMAN	WITNESS FEE - TESTIMONY IN LITIGATION - PROJ 922681 - RISK
597663	06-Dec-2018	80.00	Moore, Patrick David	POP CONFERENCE
597664	06-Dec-2018	1,267.88	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 11/04/18 - PAYROLL WORK DAY PROJ
597664	06-Dec-2018	1,121.25	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 11/11/18 - PAYROLL WORK DAY PROJ
597665	06-Dec-2018	1,159.10	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXIIA AND ACCESSORIES - VPD
597666	06-Dec-2018	1,053.65	MUNNELL AND SHERRILL INC	CUST 3364 - DOC 021154 - OPERATING SUPPLIES - WAREHOUSE
597667	06-Dec-2018	103.10	Nelson, Christel Marie	MILEAGE JUL - DEC 2018
597668	06-Dec-2018	11,891.48	NESS & CAMPBELL CRANE INC	CUST 01-VAN001 - JOB HRC-58264 - SCULPTURE RELOCATION TO VANC COMMUNITY LIBRARY - CMO - RECEIPT 136762 BY K PECK PER E-MAIL
597669	06-Dec-2018	1,755.10	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 10/17/18-10/31/18 - VPD - RECEIPT 138844 BY A CARMAN PER E-MAIL
597670	06-Dec-2018	1,560.66	NETWORK CONSULTING SERVICES INC	FORCEPOINT SUBSCRIPTION (200 EA)/SUPPORT - THRU 04/28/19 - INFO TECH
597671	06-Dec-2018	1,500.00	NIGHT MARKET VANCOUVER LLC	ORGANIZATIONAL SERVICES - FOOD TRUCK EVENTS - OLD SCULPTURE GARDEN - THRU 10/15/18 - CDD - RECEIPT 138851 BY K HULL PER E-MAIL
597672	06-Dec-2018	3,414.60	NORTHWEST LANDCARE	REF SCIP CONTRACTOR PMT - HEER (7804 NE 124TH AVE)
597673	06-Dec-2018	19,273.10	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 11/11/18
597674	06-Dec-2018	1,605.00	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18OCT - OP CENTER - RECEIPT BY P TANDY PER E-MAIL
597675	06-Dec-2018	50.00	ORATAI TUCKER	REF ALARMS
597676	06-Dec-2018	271.00	ORCHARDS TOWING	11/07/18 - TOWING - CORTEZ MOTORHOME - LIC NOT SPECIFIED - FROM 2511 NE 65TH AVE LOT TO PACIFIC COAST SHREDDING - CASE 21 OFFICER 1658 - VPD
597677	06-Dec-2018	2,841.50	OTAK INC	PROJ 017499.C00 - SALT STORAGE STORMWATER DESIGN - THRU 10/26/18 - OP CENTER - RECEIPT 138808 BY P TANDY PER E-MAIL
597678	06-Dec-2018	467,431.74	OWEN EQUIPMENT CO DBA BENKOMATIC	ACCT 38631 - 361 2018 VACTOR 2100 & 2019 FREIGHTLINER - VIN 1FVHG3DV7KHKM7207 - EQUIP SVCS

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597679	06-Dec-2018	15,780.00	PACIFIC LIFESTYLE HOMES	CUSTOMER PAID WRONG PERMITS
597680	06-Dec-2018	711.13	PACIFIC POWER GROUP LLC	REPAIR ORDER 464482-000 - REPLACE FAILED BATTERY CHARGER - MODEL D125P1/SER OLY00000CNTA01544 - FIRE STN 7 - THRU 11/12/18 - OP CENTER - RECEIPT 138650 BY P NEWTON PER E-MAIL
597681	06-Dec-2018	377.16	PAPE MACHINERY	CUST 101272 - 18NOV - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
597682	06-Dec-2018	505.15	PARKEON	CUST S0130328 - SO P75097 - VARIOUS EQUIPMENT/SUPPLIES - PARKING
597683	06-Dec-2018	247.15	PARKING ENFORCEMENT SERVICES LLC	TOWING - ITASCA MOTORHOME - LIC H806277 OR - FROM 2101 MARKLE AVE TO UNSPECIFIED - VPD
597684	06-Dec-2018	19.80	PARKMOBILE USA INC	CUST 832027 - 18OCT - END USER FEES - PARKING
597685	06-Dec-2018	120.00	PARKWAY EAST NEIGHBORHOOD ASSN (4188)	2018 RECYCLEU COMPLETION GRANT - SOLID WASTE
597686	06-Dec-2018	231.13	Pastor, Andrea	POST-TRAVEL OPPORTUNITY ZONES CONFERENCE
597687	06-Dec-2018	112.79	Patterson, Julia Ann (Julie)	LOCAL MILEAGE FOR 2018
597688	06-Dec-2018	585.00	PAUL LEWIS	MULTI-FAMILY PROPERTY TAX EXEMPTION PROGRAM SUPPORT - 10/30/18 - CED
597689	06-Dec-2018	40.00	PAULA TEEVIN	REF ALARMS
597690	06-Dec-2018	633.92	PC SPECIALISTS INC	CUST 29019 - CATALYST 2960L 8PORT LAN LITE/RACKMOUNT/CISCO SMARTNET TOTAL CARE SERVICE - 1 EA - SHIPPED 08/14/18 - INFO TECH - RECEIPT 138868 BY J SCHOESSLER PER E-MAIL
597691	06-Dec-2018	150.75	Permin, Michael James (Mikey)	BOOT REIMBURSEMENT
597692	06-Dec-2018	194.57	Peterson, Daren R	BOOT REIMBURSEMENT
597693	06-Dec-2018	34.57	PETTY CASH CUSTODIAN	FLOWERS AND RIBBON FOR NATIVE RUNWAY EVENT
597693	06-Dec-2018	88.45	PETTY CASH CUSTODIAN	LAMINATE FOR SALMON TANK BASE
597693	06-Dec-2018	94.85	PETTY CASH CUSTODIAN	MATERIALS FOR EXHIBIT AND SALMON TANK
597693	06-Dec-2018	2.00	PETTY CASH CUSTODIAN	PARKING 11/2/18 - SHANE CARTER - MEETING AT METRO PORTLAND
597693	06-Dec-2018	8.00	PETTY CASH CUSTODIAN	PARKING 11/7/18 - CORY SAMIA - INVASIVE PLANT WORKSHOP
597693	06-Dec-2018	16.50	PETTY CASH CUSTODIAN	PARKING-11/06/18 - ELAINE HUBER - TACOMA CONVENTION CTR & BELLEVUE
597693	06-Dec-2018	4.00	PETTY CASH CUSTODIAN	PARKING-11/27/18 - RICH MCCONAGHY - EOC
597693	06-Dec-2018	2.00	PETTY CASH CUSTODIAN	PARKING-11/28/18 - RICH MCCONAGHY - COUNTY COUNCIL WORKSHOP
597694	06-Dec-2018	20.00	PHONE STOP	REF ALARMS
597695	06-Dec-2018	1,158.02	POTTER WEBSTER CO	SUMMARY: PARTS FOR VEHICLE REPAIR AND EQUIPMENT - EQUIP SERVICES
597696	06-Dec-2018	292.68	PRECISION PERSONAL TRAINING LTD	PERSONAL TRAINING SERVICES/SEMINAR - 30-MIN - 2 EA - MP ENG
597697	06-Dec-2018	325.00	PROFESSIONAL CREDIT SERVICE	SUMMARY: REFUNDS
597698	06-Dec-2018	14,189.11	PSI WATER TECHNOLOGIES INC	PROJ Vanci-915058 - EQUIPMENT/CONSULTING - 5% BALANCE DUE - THRU 11/07/17 - MP ENG
597699	06-Dec-2018	2,000.00	PUBLIC SAFETY TESTING INC	2018 QTR 2 SUBSCRIPTION FEES - VPD/FIRE - HR - PO 82350/ RECEIPT 135902 & 138931 BY A BAFUS PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597699	06-Dec-2018	901.00	PUBLIC SAFETY TESTING INC	BACKGROUND INVESTIGATION/REPORT - 1 EA - THRU 10/24/18 - HR RECEIPT 138931 BY A BAFUS PER E-MAIL
597700	06-Dec-2018	708.79	QWEST CORP DBA CENTURY LINK	PDX LINES CITYWIDE
597701	06-Dec-2018	6,220.15	QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
597702	06-Dec-2018	1,189.20	REBECCA DEAN PLLC	MATTER 00002 - PROVIDE INVESTIGATION AND RELATED SERVICES - 10/01/18-10/31/18 - CMO - RECEIPT 138930 BY K PECK PER E-MAIL
597702	06-Dec-2018	3,327.50	REBECCA DEAN PLLC	MATTER 00002 - PROVIDE INVESTIGATION AND RELATED SERVICES - 11/01/18-11/13/18 - CMO - RECEIPT 138932 BY K PECK PER E-MAIL
597702	06-Dec-2018	6,880.80	REBECCA DEAN PLLC	MATTER 00003 - PROVIDE INVESTIGATION AND RELATED SERVICES - 09/21/18-10/23/18 - CMO - RECEIPT 138935 BY K PECK PER E-MAIL
597702	06-Dec-2018	2,420.00	REBECCA DEAN PLLC	MATTER 00003 - PROVIDE INVESTIGATION AND RELATED SERVICES - 11/04/18-11/14/18 - CMO - RECEIPT 138934 BY K PECK PER E-MAIL
597703	06-Dec-2018	19,972.70	REXEL INC	CUST 954973 - OPERATING SUPPLIES - OPS CENTER
597704	06-Dec-2018	3,756.65	RIGHT OF WAY ASSOC INC	REF 15001-010-000 TO 15001-010-079 - SE 1ST ST-NE 164TH AVE TO NE 192ND AVE - RIGHT OF WAY SERVICES - 10/03/18-10/31/18 - TRANSPORTATION - RECEIPT 138648 BY L PETERSEN PER E-MAIL
597705	06-Dec-2018	125.00	ROBERT M EATON	11/09/17 - VETERANS DAY MAGIC SHOW - PARKS
597706	06-Dec-2018	85.02	Rodriguez, Terry L	LEARN ABOUT DES TRAINING COURSES
597707	06-Dec-2018	11,707.20	RON TURLEY ASSOC INC	2018 UPGRADE SAAS SUBSCRIPTION FROM ON-PREM (HEAVY FLEET) - EQUIP SERVICES - RECEIPT 138922 BY J MAHAN PER E-MAIL
597708	06-Dec-2018	60.00	ROTSCHY INC	CLIENT 59 - FILL CLASS S - OPS CENTER
597708	06-Dec-2018	552.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, ASPHALT IN - OPS CENTER
597709	06-Dec-2018	813.00	SAFEFIRE LLC	TRAINING - 10 HOURS - SHOOTING RANGE - VPD
597709	06-Dec-2018	825.00	SAFEFIRE LLC	TRAINING - 11 HOURS - SHOOTING RANGE - VPD
597710	06-Dec-2018	238.42	Scarpelli, Heidi S	BOOT REIMBURSEMENT
597711	06-Dec-2018	6,000.00	SEANETTE CORKILL DBA FRONTDOOR BACK LLC	INSTALLATION/REMOVAL OF HOLIDAY DECORATIONS - 11/23/18-11/25/18 - TAKE DOWN SCHEDULED FOR 01/04/19-01/06/19 - FACILITIES
597712	06-Dec-2018	3,262.02	SECOND STEP HOUSING	PROJ 414844 - HOUSING SERVICES - 18OCT - 2018 CDBG FUNDING
597713	06-Dec-2018	9.21	SHRED IT USA LLC	CUST 13630245 - DOCUMENT DESTRUCTION - 11/13/18 - UTILITIES
597714	06-Dec-2018	642.09	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S48618761 - CREATIVE CLOUD FOR TEAMS/MULTIPLE PLATFORMS - 1 EA - AGREEMENT 43D59081EC5F81F610DA - IT - RECEIPT 138503 BY J SCHOESSLER PER E-MAIL
597715	06-Dec-2018	4,725.00	SONIA LOPEZ DBA ACTION ONSITE INC	18OCT - INJURY ASSESSMENT TRAINING - OP CENTER - RECEIPT 138446 BY P NEWTON PER E-MAIL
597716	06-Dec-2018	100.00	SOUTHCLIFF NEIGHBORHOOD	2018 PARTICIPATION IN THE RESOURCE CONSERVATION CHALLENGE - SOLID WASTE
597717	06-Dec-2018	11,669.78	SP PLUS CORPORATION	18SEP - PARKING SERVICES
597718	06-Dec-2018	53.43	STERICYCLE INC	CUST 6029888 - 18NOV - MEDICAL WASTE REMOVAL - VPD

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597719	06-Dec-2018	697.50	STEVEN J ZERFING DBA MASSAGE DOJO	CHAIR/TABLE MASSAGES - 45 TOTAL - THRU 11/06/18 - FIRSTENBURG/MARSHALL CENTERS - PARKS
597720	06-Dec-2018	158.95	Stoolfire, Aleesa Kate	BOOT REIMBURSEMENT
597721	06-Dec-2018	1,262.86	SUPERTREES INCORPORATED	VARIOUS PLANTS - 18NOV - WREC
597722	06-Dec-2018	1,674.00	SW WASHINGTON MEDICAL CTR DBA PEACEHEALTH	PAT ACCT H100213813801 - MEDICAL SERVICES - J STEVENSON - 12/03/17 - RISK
597722	06-Dec-2018	1,050.50	SW WASHINGTON MEDICAL CTR DBA PEACEHEALTH	PAT ACCT H100262103100 - MEDICAL SERVICES - B EDGELL - 08/18/18 - RISK
597722	06-Dec-2018	1,669.00	SW WASHINGTON MEDICAL CTR DBA PEACEHEALTH	PAT ACCT H100264722300 - MEDICAL SERVICES - D PALAMARYUK - 09/03/18 - RISK
597723	06-Dec-2018	95.00	T2 SYSTEMS INC	CUST 1359 - ROVR SERVICE - 18OCT - MIN FEE - PARKING
597724	06-Dec-2018	2,223.00	TEKSYSTEMS	BABINE ALINE - W/E 11/17/18 - INFO TECH - RECEIPT 138888 BY J SCHOESSLER PER E-MAIL
597724	06-Dec-2018	2,496.00	TEKSYSTEMS	BAKER MICHAEL - W/E 11/17/18 - INFO TECH - RECEIPT 138812 BY J SCHOESSLER PER E-MAIL
597724	06-Dec-2018	1,530.00	TEKSYSTEMS	BENSON ROBERT - W/E 11/17/18 - INFO TECH - RECEIPT 138811 BY J SCHOESSLER PER E-MAIL
597724	06-Dec-2018	3,200.00	TEKSYSTEMS	LAWSON COREY - W/E 11/17/18 - INFO TECH - RECEIPT 138813 BY J SCHOESSLER PER E-MAIL
597725	06-Dec-2018	2,080.50	TIMOTHY KERR	INSTALL/CONFIGURE EQUIPMENT/MIGRATE DATA TO NEW ROUTER - THRU 11/07/18 - MEDIA SERVICES
597726	06-Dec-2018	50.00	TIP TOP TAVERN	REF ALARMS
597727	06-Dec-2018	352.30	TOWING & RECOVERY SERVICES INC	SUMMARY: TOWING - VPD
597728	06-Dec-2018	94.85	TRIPLE J ENTERPRISES	11/02/18 - TOWING - '08 TOYOTA SCION - LIC BDE0520 - FROM MOTEL 6 @ 221 CHKLOV TO WEST PRECINCT - CASE NOT SPECIFIED - VPD
597729	06-Dec-2018	38.15	Tryon, Megun Rae	TRAVEL/MILEAGE
597730	06-Dec-2018	8,548.32	TWO RIVERS TERMINAL LLC	CUST CITVAN - TICKET 293678 - CALCIUM NITRATE SOLUTION - 4003 GAL - 11/06/18 - OP CENTER
597730	06-Dec-2018	8,482.12	TWO RIVERS TERMINAL LLC	CUST CITVAN - TICKET 293679 - CALCIUM NITRATE SOLUTION - 3972 GAL - 11/07/18 - OP CENTER
597731	06-Dec-2018	12.45	UNITED PARCEL SERVICE	18NOV - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER
597732	06-Dec-2018	2,413.62	UNIVAR USA INC	CUST 107817 - ORDER 214183 - CAUSTIC SODA - OPS CENTER
597733	06-Dec-2018	1,209.80	US BANK	ACCT 869366948 - 18NOV UNLEADED FUEL CARD PURCHASES FOR MISC CITY VEHICLES - EQUIP SERVICES
597734	06-Dec-2018	182.10	Van Skike, Jonas M	BOOT REIMBURSEMENT
597735	06-Dec-2018	187.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	SUMMARY - DEODORIZING SERVICE - THRU 11/06/18 - OPS/MCC
597736	06-Dec-2018	3,309.22	VANCOUVER DOWNTOWN ASSOCIATION	20108 LODGING TAX GRANTS - REBRANDING PROJECT - CMO
597737	06-Dec-2018	13,440.09	VANCOUVER USA REGIONAL TOURISM OFFICE	2018 LODGING TAX GRANT PROGRAM - REGIONAL TOURISM MARKETING WATERFRONT - CMO
597738	06-Dec-2018	200.00	VAST DATA CONCEPTS LLC	18NOV - MONTHLY USER FEE - INFO TECH - RECEIPT 138502 BY J SCHOESSLER PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597739	06-Dec-2018	295.21	VERIZON WIRELESS	SUMMARY: MONTHLY IPAD SERVICES
597745				
597746	06-Dec-2018	560.42	VERIZON WIRELESS SERVICES LLC	ACCT 342019650-00001 - CURRENT CHARGES - 10/24/18-11/23/18 - CONSTRUCTION
597747	06-Dec-2018	46.00	VIGOR	REF CIVICGOV
597748	06-Dec-2018	1,029.57	VOLCANIC MANUFACTURING LLC	TOPEAK MTX-DX TRUNK BAG/BROOKS CAMBIUM C17 SADDLE UPGRADE/TOPEAK ALIEN II FOLDING MULTI-TOOL - 5 EA - VPD
597749	06-Dec-2018	250.00	WA STATE PATROL	ACCT VAN311 - MONTHLY BACKGROUND CHECKS - 18OCT - LAW
597749	06-Dec-2018	24.00	WA STATE PATROL	ACCT VAN313 - CPL PROGRAM - MONTHLY BACKGROUND CHECKS - 2 EA - 10/24/18 & 10/30/18 - VPD
597750	06-Dec-2018	12,524.08	WALLIS ENGINEERING PLLC	18OCT - PROJ VAN18ES:01 - MACARTHUR & FOURTH PLAIN ADA RAMPS - THRU 10/31/18 - OP CENTER - RECEIPT 138809 BY P TANDY PER E-MAIL
597751	06-Dec-2018	168.70	WALTER E NELSON CO	CUST 21069 - ORDER 485245 - JANITORIAL SUPPLIES - FIRE
597751	06-Dec-2018	109.03	WALTER E NELSON CO	CUST 21069 - ORDER 486384 - JANITORIAL SUPPLIES - FIRE
597752	06-Dec-2018	5.50	WASHINGTON STATE COURT OF APPEALS	PRINTING BRIEF RE: MELISSA KAUFMAN - CASE 51202-5-II - 11/01/18 - LAW
597753	06-Dec-2018	3,187.00	WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION	ACCT 20605-001 - TRAINING-BLEA CLASS 777 - B RIEDEL - 10/16/18-02/27/19 - VPD
597753	06-Dec-2018	95.00	WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION	ACCT 20605-001 - TRAINING-FTO - G TRUAX - 10/19/18 - VPD
597754	06-Dec-2018	250.17	WASTE MANAGEMENT	CUST 20-39654-03005 - 18OCT - MEDICAL WASTE REMOVAL - FIRE
597755	06-Dec-2018	2,045.10	WILCOX & FLEGEL	FUEL FOR ENGLISH PIT - EQUIP SERVICES
597755	06-Dec-2018	17,252.78	WILCOX & FLEGEL	FUEL FOR OPS - EQUIP SERVICES
597756	06-Dec-2018	1,295.65	WW GRAINGER INC	ACCT 808802698 - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
597757	06-Dec-2018	67.93	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 11/03/18 - FINANCE/MAILROOM
597757	06-Dec-2018	102.43	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 11/10/18 - FINANCE/MAILROOM
597758	07-Dec-2018	1,082.01	UNITED WAY OF THE COLUMBIA WILLAMETTE	PAYROLL
597759	07-Dec-2018	3,612.00	CHAPTER 13 - TRUSTEE	PAYROLL
597760	07-Dec-2018	7,493.17	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
597761	07-Dec-2018	8,982.60	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
597762	07-Dec-2018	765.00	IAM LOCAL #1374	PAYROLL
597763	07-Dec-2018	19,005.88	IAFF LOCAL #452	PAYROLL
597764	07-Dec-2018	14,968.42	VANCOUVER POLICE OFFICER GUILD	PAYROLL
597765	07-Dec-2018	5,131.48	AFSCME LOCAL #307	PAYROLL
597766	07-Dec-2018	1,345.20	WESTERN METAL IND PENSION FUND	PAYROLL
597767	07-Dec-2018	5,326.87	OPEIU LOCAL #11	PAYROLL

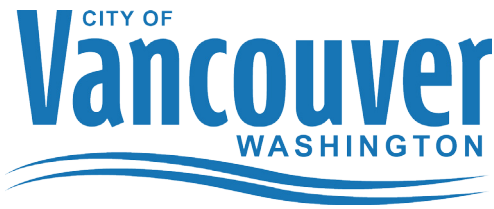
INVOICE PAYMENTS REPORT

<u>Check Number</u>	<u>Check Date</u>	<u>Amount</u>	<u>Vendor Name</u>	<u>Description</u>
597768	07-Dec-2018	2,642.40	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
597769	07-Dec-2018	550.00	MFS SERVICE CENTER INC	PAYROLL
597770	07-Dec-2018	640.00	TEAMSTERS LOCAL #58	PAYROLL
597771	07-Dec-2018	332.50	UA LOCAL #290	PAYROLL
597772	07-Dec-2018	72.36	LEGAL SHIELD	PAYROLL
20001458	10-Dec-2018	20,338.72	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
	SUBTOTAL	3,702,155.36		
VISA	20-Nov-2018	1,056.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 12/04/18-12/10/18
VISA	20-Nov-2018	845.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 12/04/18-12/10/18
VISA	20-Nov-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 12/04/18-12/10/18
VISA	19-Nov-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 12/04/18-12/10/18
	SUBTOTAL	1,901.00		
	TOTAL	3,704,056.36		
EXCEPTIONS:	The following wire was missed on last week's, Dec 4th, report. It was entered into Oracle on Dec 5th but was backdated to the actual date of the wire - Nov 30th.			
*120047	30-Nov-18	2,306.06	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 11/16/15-11/30/18 - TREASURY

City of Vancouver
Payroll Council Report
December 4, 2018 - December 10, 2018

Check No.	Date	Explanation	Amount
92344 - 92423	12/10/18	23 2018 Payroll	\$ 111,913.85
N/A	12/10/18	23 2018 Direct Deposits	\$ 3,312,868.49
92424	12/10/18	PTO cashout not issued on original check	\$ 4,592.81

\$ 3,429,375.15



MEMORANDUM

DATE: December 14, 2018

TO: Mayor and City Council
CC: Eric Holmes, City Manager

FROM: Eric Hahn, Senior Civil Engineer; Ryan Lopossa, Streets & Transportation Manager

RE: **Amendment to proposed ordinance vacating a portion of the right-of-way associated with NE 51st Circle**

City staff received a request from Affinity at Vancouver LLC and Weston Investment Company LLC (the Applicants) to vacate a portion of the loop at the west dead-end of NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500. Staff prepared the vacation documents, and on November 19, 2018, City Council passed the resolution setting December 17, 2018, as the date for the public hearing on the proposed vacation ordinance.

Shortly after the resolution was passed and the hearing was scheduled, the Applicants indicated that the conditions in Section 4 of the proposed ordinance would make it difficult and perhaps impossible for them to obtain federally-funded loans for their proposed development project because it requires that certain public improvements be constructed before the ROW vacation is effective. Applicants have indicated that they must secure their funding in order to construct the required public improvements, but funding might not be available until after the City's interest in the ROW is vacated. In order to address this obstacle, while at the same time protecting the City's interests in ensuring the public improvements are constructed, Staff propose that Section 4 of the ordinance be amended as shown by the underlined text below:

Section 4. The Applicants shall remove the existing loop road at NE 51st Circle, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new access and parking for Kevanna Park, which public improvements must be dedicated to and accepted by the City prior to recording of this ordinance and the effective date of the right of way vacation. In lieu of the completion and dedication of the required improvements prior to recording of this ordinance, the City's Director of Public Works ("Director") may accept a bond, in an amount and with satisfactory surety and conditions, or other secure method as the Director may require, providing for and securing to the City, the actual construction and installation of such improvements within a period specified by the Director and specified in the bond or other agreement, and to be enforced by the Director by appropriate legal and equitable remedies. If the Director accepts a surety bond in lieu of the completion of the required improvements, the amount of the bond must equal 110% of the estimated construction cost.

Amendment to Affinity ROW Vacation Ordinance

12/14/18

Page 2 of 2

Staff requests that on December 17, 2018: (1) Council move to amend Section 4 of the proposed ordinance in accordance with this memorandum and the attached Exhibit A, which is a revised ordinance and (2) leave the public hearing open and schedule the proposed amended ordinance for further consideration on January 7, 2019, so that Staff can publish notice of the amendment in accordance with Section 2.15 of the City's Charter.

Such a motion might be stated as follows:

"I move to amend Section 4 of the proposed ordinance to include the additional text that is underlined in Exhibit A to Staff's December 14, 2018 memorandum, direct Staff to publish proper notice of the amendment to the proposed ordinance, and to leave this public hearing open until January 7, 2019, for further consideration of the proposed ordinance, as amended."

Staff contact information:

Eric Hahn, PE – Sr. Civil Engineer

Eric.hahn@cityofvancouver.us

360-487-7702

Ryan Lopossa, PE – Streets & Transportation Manager

ryan.lopossa@cityofvancouver.us

360-487-7706

Sara Baynard-Cooke – Assistant City Attorney

Sara.Baynard-Cooke@cityofvancouver.us

360-487-8542

Attachment(s):

- Exhibit A - Amended NE 51st Circle Vacation Ordinance



To request other formats, please contact:
Department

(360) 487-8600 | WA Relay: 711

Amanda.Delapena@cityofvancouver.us

EXHIBIT A

Amended NE 51st Circle Vacation Ordinance

11/19/18
12/17/18
01/07/19

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of the public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code (“VMC”) 11.05.040, owners of real property abutting portions of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington petitioned to vacate such public right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 25,235 square feet; and

WHEREAS, the City has constructed and maintained street improvements within the subject right-of-way; and

WHEREAS, the subject right-of-way has been part of a dedicated public right of way for 25 years or more; and

WHEREAS, City Council adopted Resolution M-3986, which set the date of public hearing on the proposed right-of-way vacation for December 17, 2018 at 7:00 p.m.; and

WHEREAS, the City Clerk provided notice of the public hearing in accordance with VMC 11.05.060; and

WHEREAS, on December 17, 2018, the hearing was held and continued until January 7, 2019, and City Council considered the reports and information provided at the public hearing; and

WHEREAS, City Council considered all factors under VMC 11.05.110 and found that: (1) vacation of the right-of-way will better serve the public; (2) the right-of-way is not currently needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) there are no objections to the vacation sufficient to deny its approval; and

WHEREAS, because the subject right-of-way has been part of a dedicated public right of way for over 25 years, under VMC 11.05.120 the owners of abutting properties must compensate the City in an amount equal to \$230,000, which is the full fair market value of the property to be vacated as shown in an appraisal; and

WHEREAS, Petitioners own a parcel located at 10601 NE 51st Circle, which is assigned Clark County Assessor parcel number 159851000, and has an appraised value of \$210,000; and

WHEREAS, Petitioners wish to convey parcel 159851000 and also pay \$20,000 to the City as compensation for the full value of the vacated right-of-way, as authorized under VMC 11.05.120(F); and

WHEREAS, the public would benefit from City ownership of parcel 159851000 because of potential future expansion plans for Kevanna Park; and

WHEREAS, City Council has determined that public utility easements should be preserved because there are public domestic water lines, sanitary sewer lines, and associated appurtenances within the area of right-of-way to be vacated.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The right-of-way described in the legal description and map exhibit attached hereto and incorporated herein as Exhibits “A” and “B” is hereby vacated on the following conditions.

Section 2. The City retains a perpetual Public Utility Easement under and over the entire vacated area for access to, and the construction, repair and maintenance of, all public utilities, and includes the right, privilege and authority to access, maintain, and remove obstacles. The terms and provisions of this easement shall run with the land and be binding upon and inure to the present property owners and their legal representatives, successors, assigns, and/or transferees.

Section 3. Full compensation for vacation, in the form of conveyance of parcel 159851000 to the City as well as payment of \$20,000, is required. Conveyance of such parcel by deed shall be made and recorded and payment of \$20,000 shall be made prior to recording of this ordinance.

Section 4. The Applicants shall remove the existing loop road at NE 51st Circle, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new

access and parking for Kevanna Park, which public improvements must be dedicated to and accepted by the City prior to recording of this ordinance and the effective date of the right of way vacation. In lieu of the completion and dedication of the required improvements prior to recording of this ordinance, the City's Director of Public Works ("Director") may accept a bond, in an amount and with satisfactory surety and conditions, or other secure method as the Director may require, providing for and securing to the City, the actual construction and installation of such improvements within a period specified by the Director and specified in the bond or other agreement, and to be enforced by the Director by appropriate legal and equitable remedies. If the Director accepts a surety bond in lieu of the completion of the required improvements, the amount of the bond must equal 110% of the estimated construction cost.

Section 5. Effective date. This ordinance shall go into effect five days after its recording.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

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



Staff Report 175-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Affinity Right-of-Way Vacation

Key Points

- Right-of-way vacation of approximately 25,235 square feet of improved street right-of-way associated with NE 51st Circle, located at the west dead-end of NE 51st Circle;
- There are existing utilities within the proposed vacation area;
- Staff recommends that a conveyance of a nearby parcel be accepted to compensate for the vacated area in lieu of payment.

Strategic Plan Alignment

N/A

Present Situation

Staff has received a request from Affinity at Vancouver LLC and Weston Investment Company LLC (the Applicants) to vacate a portion of the loop at the west dead-end of NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500. The right-of-way is specifically located within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim (DLC).

The right-of-way proposed to be vacated currently serves as part of a turnaround loop at the dead end of NE 51st Circle. The loop provides public street and utility services to five parcels; four of these parcels are owned by the Applicants, the fifth parcel is owned and maintained by the City and constitutes a portion of Kevanna Neighborhood Park.

The Applicants intend to combine the vacated area with their three adjacent parcels to create a single lot for the development of a 170-unit senior housing community. The three project parcels are located at 10400, 10420, and 10500 NE 51st Circle (parcel numbers 159849000, 159848000, 159847000). The proposed area of vacation is less than half the existing right-of-way frontage of the Applicants' properties, the remainder of the half will be kept as right-of-way to

protect existing trees.

In exchange for vacation of the right-of-way, the Applicants will convey a nearby parcel to the City. The Applicants will also remove the existing loop road, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new access and parking for Kevanna Neighborhood Park.

Staff recommends that the petition to vacate be approved. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way. Therefore, vacation of this right-of-way will have no adverse impact on City transportation assets. Further, vacation of this right-of-way will relieve the City from ongoing surface maintenance responsibilities typical for commercial streets; including regular pavement maintenance, repair of concrete structures, street sweeping, and other services.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has utilities within the area of the proposed vacation, including a domestic water main, sanitary sewer main, and associated appurtenances. In addition, Clark Public Utilities has electrical lines running through a portion of the subject area. Therefore, the City will retain a public utility easement under and over the entire vacated area for the construction, repair and maintenance of all public utilities and services.

RCW 35.79.030 and VMC 11.05.120 allow the City to collect compensation for the value of public right-of-way that is vacated. VMC 11.05.120(F) authorizes the City to accept conveyance of other property in lieu of the payment required. As previously noted, the Applicants are proposing to convey a nearby parcel in exchange for the vacated right-of-way. This parcel is located at 10601 NE 51st Circle (parcel number 159851000), on the other side of the right-of-way that is proposed to be partially vacated, and adjacent to Kevanna Park. The City's Parks Department believes parcel 159851000 would provide a public benefit as additional green space and for potential park expansion.

In support of this proposal, the Applicants have provided an appraisal from a certified professional land appraiser. Based on the information provided in the appraisal, the market value of the proposed vacation area is \$230,000, while the total market value of parcel 159851000 is estimated to be \$210,000. In addition to conveying parcel 159851000 to the City, the Applicants will pay the difference in property value (\$20,000) to the City prior to the right-of-way vacation becoming effective.

As previously noted, the right-of-way has historically been used to provide public street and utility services to the adjacent commercial parcels and the City park property. The City has maintained this portion of NE 51st Street in a fashion similar to that of other commercial streets, performing regular maintenance to the pavement, street sweeping and other services. Also, the street has been part of a dedicated public right-of-way for 25 years or more, and the vacated area will be utilized by the applicant for their proposed senior housing development. Based on these circumstances and the investment made by the City, staff recommends acceptance of parcel 159851000 and payment of \$20,000 as compensation for the full value of the right-of-way vacation area. The parcel should be conveyed and the \$20,000 paid to the City prior to the right-of-way vacation becoming effective.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Facilitates pending development of existing adjacent properties.
3. Provides the City with additional property for expansion of the Burnt Bridge Creek Greenway.

Disadvantage(s)

The property acquired by the City in exchange for street vacation (parcel number 159851000) will no longer be included on the tax rolls and the City will become responsible for maintaining the property.

Budget Impact

The \$20,000 will be deposited in the Transportation Capital Fund and applied towards the costs of capital projects. There will be an incremental impact on the cost of maintenance of the park due to expanded footprint, but the support will be provided within current staffing and no additional budget request will follow.

Prior Council Review

None

Action Requested

On Monday, December 17, 2018, subject to second reading and public hearing, approve ordinance.

Eric Hahn, Senior Civil Engineer, 487-7702; Ryan Lopossa, Streets & Transportation Manager, 487-7706

ATTACHMENTS:

- ▢ Street Vacation Application - Exhibits A-F
- ▢ Resolution M-3986
- ▢ Ordinance
- ▢ Property Appraisal Report



Building Permit Application

STREET VACATION (ROW)

CITY OF VANCOUVER

Submit to: 415 W 6th ST ~ Vancouver, WA 98660
PO Box 1995 ~ Vancouver, WA 98668
Phone (360) 487-7800 Fax (360) 487-7808
www.cityofvancouver.us

STREET VACATION INFORMATION AND LOCATION	
➔ Job site address: 10400, 10420, & 10500 NE 51st Cir	
Suite/bldg./apt #:	
Project name (if applicable): Affinity at Vancouver	
Tax Assessor Serial Number: 159847000, 8000, & 9000	
Nearest intersection if no site address:	
DESCRIPTION OF WORK	
Vacate a small portion of 51st Circle loop road to create a buildable lot and construct a 170 unit senior living community. The loop road will be replaced by a cul-de-sac with landscaping, new Kevanna park parking, and park entrance.	
☒ APPLICANT	☒ CONTACT PERSON
Business name: Affinity at Vancouver, LLC	
Contact name: Robert Ketner	
Address: 120 W. Cataldo Ave, suite 100	
City/State/Zip: Spokane, WA 99201	
Phone: () 509-321-3204	Fax: () 509-922-2251
E-mail (required): robertk@inlandconstruction.com	
☒ PROPERTY OWNER	☐ TENANT
Name: Weston Investment Co. LLC	
Address: 2154 NE Broadway, suite 200	
City/State/Zip: Portland, OR 97232	
Phone: () 503-284-9005	Fax: ()
☐ CONTRACTOR	
Business name: TBD	
Contact name:	
Address:	
City/State/Zip:	
Phone: ()	Fax: ()
WA State Contractor License #:	

MINIMUM SUBMITTAL REQUIREMENTS		
- Any fees associated with the application - Written narrative (including vacation proposal and square footage of area to be vacated) - Survey information including - Meets and bounds - Boundary description - Letter requesting vacation (signed by current owner on record)		
RECOMMENDED SUBMITTAL REQUIREMENTS		
Appraisal (prepared by Washington State licensed appraiser)		
TIMELINES		
- The City of Vancouver has 14 calendar days to deem an application Fully Complete (FC). - The City of Vancouver has 30 calendar days to make a determination regarding the request for right-of-way vacation. - After a determination has been made, public hearings will be held within 60 days.		
FEES		
Per ordinance #M-1993, the applicable filing fees are listed below based upon the size of area proposed to be vacated.		
Size of area	0 to 4,000 square feet	\$150.00
	4,000 to 10,000 square feet	\$250.00
	In excess of 10,000 square feet	\$500.00
All street vacation approval is subject to City Council approval and Public Hearing process		
REQUIRED SIGNATURES		
Applicant signature:		
Print name: Robert Ketner		Date: 4/27/18
Property owner signature:		
Print name: Joseph Weston		Date: 4/27/18



Inland Group

Comprehensive Multifamily Construction & Development Services

June 27, 2018

Affinity at Vancouver ROW Vacation Narrative

We are requesting a right of way vacation and transfer of approximately 0.58 acres of the vacated property, consisting of a portion of the loop road at the end of NE 51st Circle in Vancouver, Washington. The subject property is legally described in Exhibit A and depicted in Exhibit B. The vacated property will be combined with the three adjacent parcels to the north and west, to create a single developable lot for a 170-unit senior housing community to be known as Affinity at Vancouver.

In exchange for the 0.58 acres, we are proposing to transfer to the City the entire 1.92 acre parcel adjacent to the loop road. This parcel (Clark County Parcel No. 159851000, with a street address of 10601 NE 51st Circle), as shown on Exhibit F, is also adjacent to Kevanna Park and has a substantial number of mature trees (so may be used for park expansion and/or tree preservation purposes). Following the right of way vacation, in conjunction with the development and construction of Affinity at Vancouver, we would create a cul-de-sac turnaround at the new end of NE 51st Circle (to replace the loop road), remove and replace any loop road impervious surfaces and improvements, create a new parking area for Kevanna Park, and create a new park entrance as desired by the Parks Department. A concept drawing of our proposed new park entrance and parking is attached as Exhibit D. The park area could be reconfigured to incorporate the remaining city owned property within the loop road and the 1.92 acre parcel transfer.

This vacation of right of way (and elimination of the loop road) has been generally supported in previous conversation with City staff (including the Parks and Transportation Departments). Due to the secluded nature of the loop road, we understand it has become an overnight parking area for large trucks, a rest area for transients, and a location where deviant activity has become common place (none of which correspond well with Kevanna Park). Vacating the right of way will eliminate the unintended and undesired uses of the loop road, as will the presence of the Affinity at Vancouver project. An active resident population who care about the neighborhood will place "eyes on the street" helping to keep Kevanna Park a safe, peaceful, and friendly place.

Thank you for your consideration. Please feel free to contact us should you have any questions.

Sincerely,

Applicant
Robert Ketner
Affinity at Vancouver, LLC
509-321-3204
robertk@inlandconstruction.com

Property Owner
Joseph Weston
Weston Investment Co., LLC
503-284-9005
joe@westoninv.com

Attachments:

Exhibit A – ROW Vacation Legal Description

Exhibit B – ROW Vacation Survey

Exhibit C – Affinity at Vancouver Site Plan

Exhibit D – Kevanna Park Entrance & Parking Concept

Exhibit E – ALTA Survey of Existing Conditions

Exhibit F – Parcel Map of Proposed Land to Exchange/Expand Kevanna Park

EXHIBIT "A"

RIGHT OF WAY RELINQUISHMENT FROM THE CITY OF VANCOUVER LEGAL DESCRIPTION

A portion of that real property conveyed to Clark County, Washington by statutory warranty deed recorded June 5, 1989 under Auditor's File No. 8906050062 for N. E. 51st Street R. I. D. Right-of-Way, situate in the Thomas Nerton D. L. C., Section 16, Township 2 North, Range 2 East, W.M. in the City of Vancouver, County of Clark, State of Washington and being more particularly described as follows:

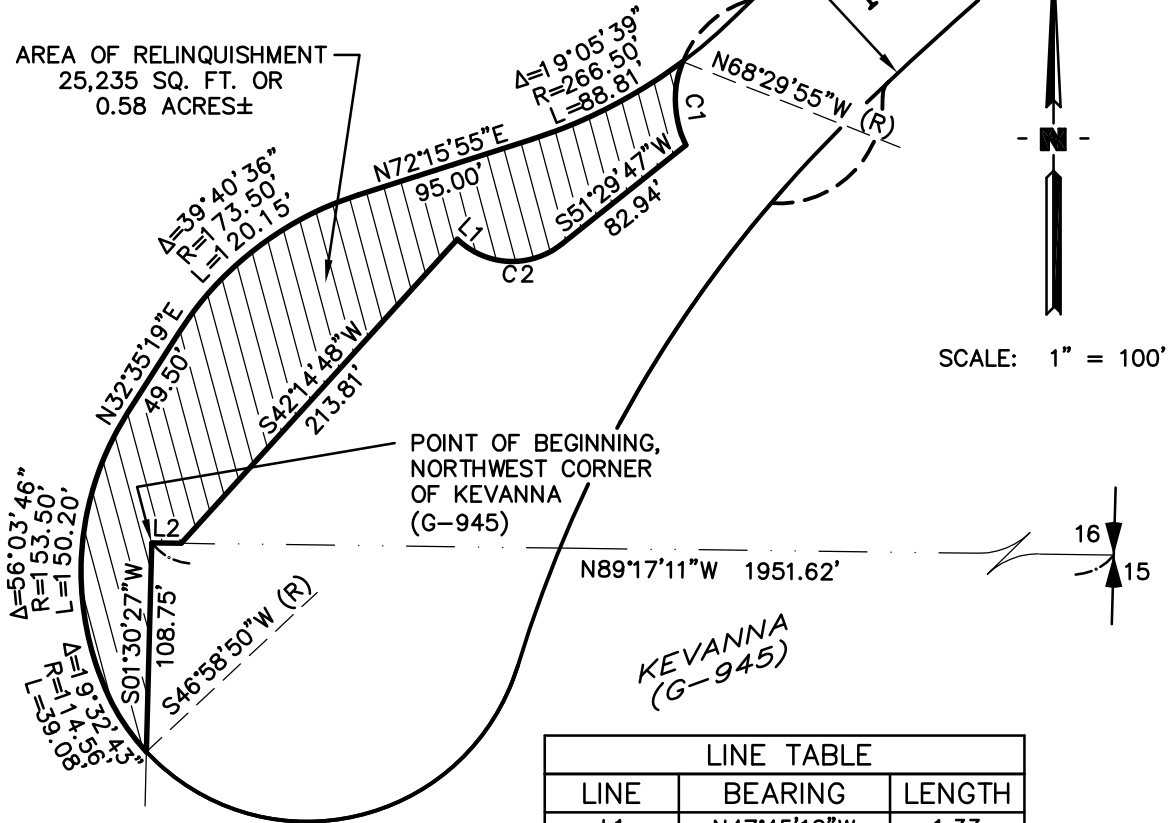
COMMENCING at the East quarter corner of said Section 16; thence North 89°17' 11" West 1951.62 feet along the north line of *KEVANNA* according to the Plat thereof recorded in Book "G", page 945 in the records of Clark County, Washington, to the northwest corner thereof and the POINT OF BEGINNING; thence South 1°30' 27" West 108.75 feet along the west line of said *KEVANNA* to a point on the described right-of-way line according to said statutory warranty deed recorded under Auditor's File No. 8906050062, said point being on a curve having a radius of 114.56 feet, the center of which bears North 46°58' 50" East; thence, along the said described right-of-way, northerly along said curve through a central angle of 19°32' 43", an arc distance of 39.08 feet to a point of compound curve having a radius of 153.50 feet; thence northerly along said curve through a central angle of 56°03' 46", an arc distance of 150.20 feet; thence North 32°35' 19" East 49.50 feet to the beginning of a tangent curve to the right having a radius of 173.50 feet; thence northeasterly along said curve through a central angle of 39°40' 36", an arc distance of 120.15 feet; thence North 72°15' 55" East 95.00 feet to the beginning of a tangent curve to the left having a radius of 266.50 feet; thence northeasterly along said curve through a central angle of 19°05' 39", an arc distance of 88.81 feet to the cusp of a curve to the left having a radius of 54.00 feet, the center of which bears South 68°29' 55" East; thence, leaving said described right-of-way, southerly along said curve through a central angle of 47°33' 51", an arc distance of 44.83 feet; thence South 51°29' 47" West 82.94 feet to the beginning of a tangent curve to the right having a radius of 41.00 feet; thence westerly along said curve through a central angle of 80°45' 01", an arc distance of 57.78 feet; thence North 47°45' 12" West 1.33 feet; thence South 42°14' 48" West 213.81 feet to a point on said north line of *KEVANNA*; thence North 89°17' 11" West 15.34 feet along said north line of *KEVANNA* to the point of beginning. Said described parcel contains 25,235 square feet or 0.58 acres, more or less.



EXHIBIT "B"

RIGHT OF WAY DESCRIBED
IN STATUTORY WARRANTY
DEED NO. 8906050062.

AREA OF RELINQUISHMENT
25,235 SQ. FT. OR
0.58 ACRES±



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°45'12\"W	1.33
L2	N89°17'11\"W	15.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	47°33'51\"	54.00	44.83
C2	80°45'01\"	41.00	57.78

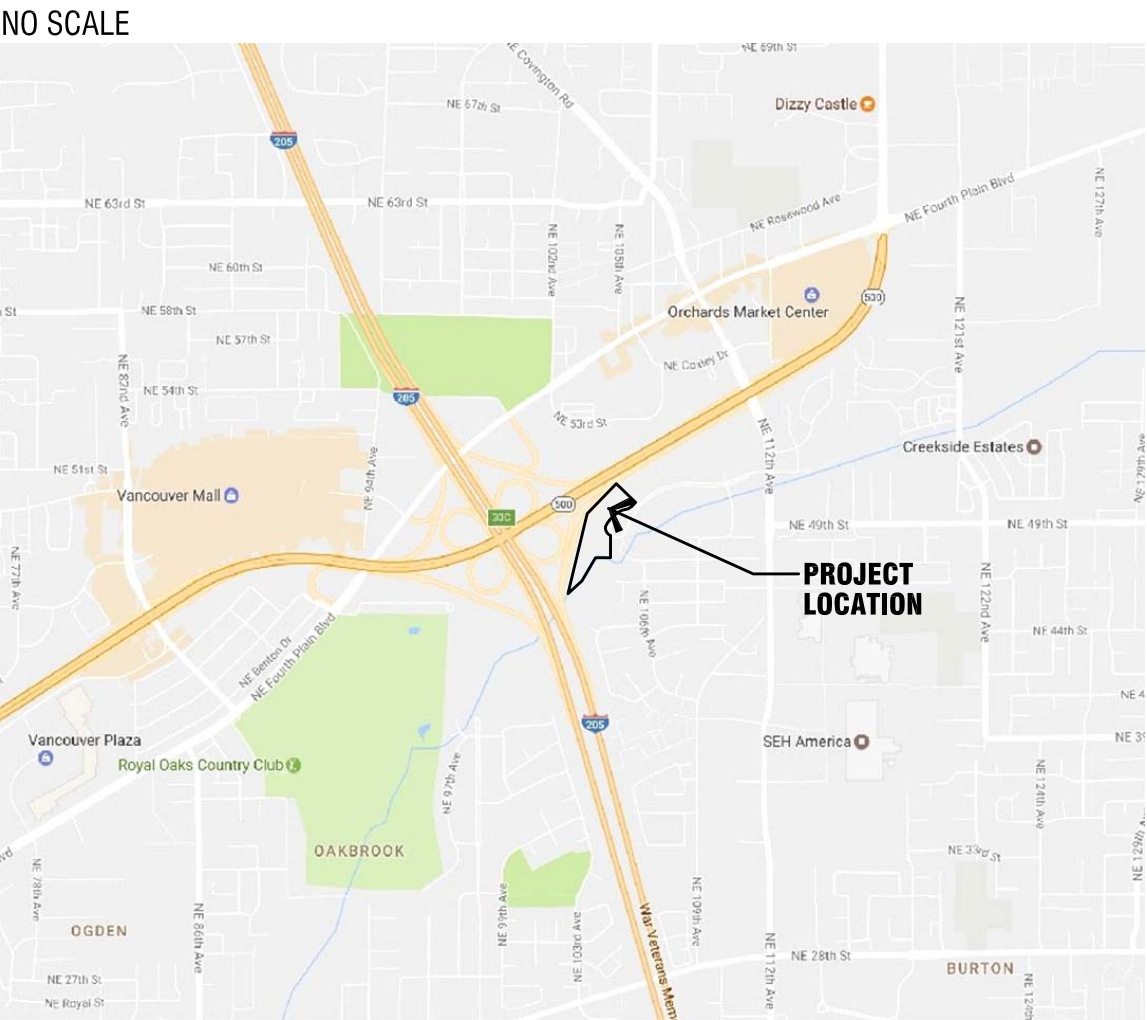


RIGHT OF WAY RELINQUISHMENT
NE 51st CIRCLE
FROM THE CITY OF VANCOUVER
IN THE THOMAS NERTON D.L.C.
IN SECTION 16, T 2 N, R 2 E, WM
CLARK COUNTY, WASHINGTON



DURYE & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 17-2315

VICINITY MAP



AERIAL MAP



PROJECT DIRECTORY

DEVELOPER: AFFINITY AT VANCOUVER, LLC
220 W. CATALDO, SUITE 100
SPOKANE, WA 99201
(509) 321-3205

ARCHITECT: THE ARCHITECTS OFFICE, PLLC
499 MAIN ST.
BOISE, IDAHO 8372
(208) 343-2931

Exhibit C



SITE DATA

SCALE: 1"=40'-0"

PROPERTY AREAS:
PARCEL 1: 77,538 ± S.F. 1.78 ± ACRES
PARCEL 2: 79,085 ± S.F. 1.82 ± ACRES
PARCEL 3: 198,756 ± S.F. 4.56 ± ACRES
TOTAL: 355,379 ± S.F. 8.16 ± ACRES

PROPOSED MAIN BUILDING:
OCCUPANCY: R-2
CONSTRUCTION TYPE: V-A
HEIGHT: 4 STORIES
UNITS: 170
FOOTPRINT: 46,370 ± S.F.
TOTAL AREA: 180,154 ± S.F.

PROPOSED POOL BUILDING:
OCCUPANCY: A-3
CONSTRUCTION TYPE: V-B
HEIGHT: 1 STORY
AREA: 5,347 ± S.F.

PROPOSED GARAGE BUILDINGS:
OCCUPANCY: U
CONSTRUCTION TYPE: V-B
HEIGHT: 1 STORY
NUMBER OF BUILDINGS: 5
AREAS: 2,728 ± S.F. - 4,224 ± S.F.

PROPOSED PARKING:
STANDARD OPEN STALLS: 162
OPEN ACCESSIBLE STALLS: 11
STANDARD GARAGE STALLS: 62
ACCESSIBLE GARAGE STALLS: 2
TOTAL PARKING: 237 (1.4/unit)

BUILDING DATA

	GROSS*
FIRST FLOOR	
FIRST FLOOR: NORTH WING	12,759 S.F.
FIRST FLOOR: CENTER CORE	17,598 S.F.
FIRST FLOOR: SOUTH WING	16,013 S.F.
TOTAL FIRST FLOOR	46,370 S.F.
SECOND FLOOR	
SECOND FLOOR: NORTH WING	12,921 S.F.
SECOND FLOOR: CENTER CORE	17,645 S.F.
SECOND FLOOR: SOUTH WING	16,172 S.F.
TOTAL SECOND FLOOR	46,738 S.F.
THIRD FLOOR	
THIRD FLOOR: NORTH WING	12,921 S.F.
THIRD FLOOR: CENTER CORE	14,430 S.F.
THIRD FLOOR: SOUTH WING	16,172 S.F.
TOTAL THIRD FLOOR	43,523 S.F.
FOURTH FLOOR PLAN	
FOURTH FLOOR: NORTH WING	12,921 S.F.
FOURTH FLOOR: CENTER CORE	14,430 S.F.
FOURTH FLOOR: SOUTH WING	16,172 S.F.
TOTAL FOURTH FLOOR	43,523 S.F.
TOTAL BUILDING	180,154 S.F.

* AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR CANOPIES AND DECKS.

UNIT TYPE DATA

UNIT TYPE	FLOOR			BUILDING TOTAL	TUB	SHOWER	HUD NET AREA*	UNIT GROSS AREA**	UNIT GROSS TOTAL	
	1	2	3							
A-1s	1	1	1	3			457	495	1,485	
A-2	1	1	1	1	4		457	495	1,980	
A-HC				1		1	457	495	495	
TOTAL A UNITS (STUDIO)				8						
B-1	8	8	7	7	30		553	595	17,850	
B-2s	4	4	4	4		16	638	684	10,944	
B-3	1	2	2	2	4		553	600	2,400	
B-4s	2	2	2	2	8		549	592	4,736	
B-5s	2	2	2	2	8		549	592	4,736	
B-HC	1	1	1	1	4		553	595	2,380	
TOTAL B UNITS (1-BED)				70						
C-1	2	2	2	2	8		737	791	6,328	
C-5s	1	1	1	1	4		766	821	3,284	
C-HC	1	1	1	1	4		766	821	3,284	
TOTAL C UNITS (2-BED/1-BATH)				16						
C-2	1	1	3	3	8		757	810	6,480	
C-3s	3	3	3	3	12	12	794	849	10,188	
C-4s	3	3	3	3	12	12	936	1,000	12,000	
C-6s	1	1	1	1	4	4	786	840	3,360	
TOTAL C UNITS (2-BED/1.5-BATH)				36						
D-1s	2	2	2	2	6	6	951	1,007	6,042	
D-2s	1	1	1	1	3	3	863	912	2,766	
D-3s	1	1	1	1	3	3	894	952	2,856	
D-4s	1	1	1	1	4	4	1119	1,192	4,768	
D-5s	2	2	2	2	6	6	1132	1,197	7,182	
D-6s	2	2	2	2	2	2	966	1,029	2,058	
D-7s	1	1	1	1	4	4	1123	1,196	4,784	
D-8s	2	2	2	2	8	8	966	1,025	8,200	
D-9s	1	1	1	1	4	4	962	1,020	4,080	
TOTAL D UNITS (2-BED/2-BATH)				40						
TOTALS				38	42	45	45	170		134,666

* AS MEASURED TO INSIDE FINISH OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS. PER HUD REQUIREMENTS.
** AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS.

UNIT KEY:
A = STUDIO
B = (1) BEDROOM (1) BATHROOM
C = (2) BEDROOM (1) BATHROOM & (1.5) BATHROOM
D = (2) BEDROOM (2) BATHROOM
HC = HANDICAP ACCESSIBLE (TYPE A DWELLING UNIT)
S = ROLL-IN SHOWER

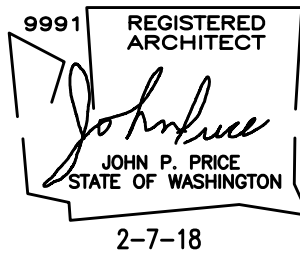


PROJECT

AFFINITY AT VANCOUVER

NW 51ST STREET
VANCOUVER, WASHINGTON

SEAL



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FILE

DATE

MARCH 9, 2018

FILE NO.

17-208 A1.0

DRAWN

JOHN PRICE

REVISIONS

SHEET

A1.0
SITE PLAN

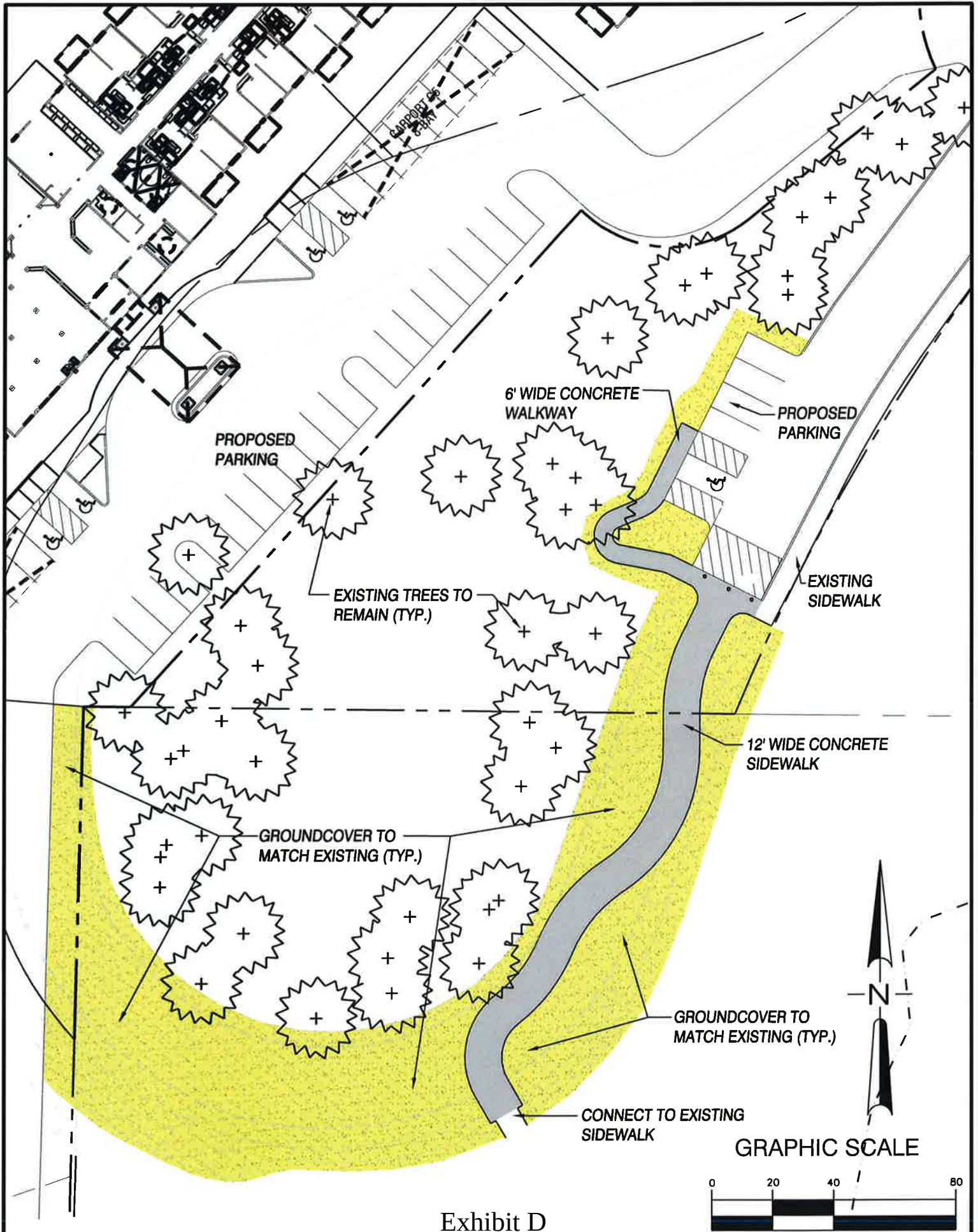


Exhibit D

LEGAL DESCRIPTION:

PARCEL I:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

PARCEL II:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

LEGAL DESCRIPTION:

PARCEL III:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT FOR TITLE INSURANCE NUMBER 622-87816 AMENDMENT 3 - UPDATE DATED MAY 16, 2018.

CHICAGO TITLE COMPANY OF WASHINGTON
COMMITMENT NO. 622-87816 AMENDMENT 2
SCHEDULE B - EXCEPTIONS:

- LANDSCAPE MAINTENANCE AGREEMENT RECORDED JULY 18, 1989 UNDER RECORDING NO. 8907180085; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G557618; AFFECTS PARCEL I OF THE SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G558545; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- DRAINAGE EASEMENT RECORDED OCTOBER 30, 1972 UNDER RECORDING NO. G617364; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID LAND AND THE HIGHWAYS CONSTRUCTED ON LANDS CONDEMNED BY PROCEEDINGS UNDER CLARK COUNTY SUPERIOR COURT CAUSE NO. 53048; AFFECT NOT DETERMINED, NOT PLOTTED, DOCUMENT NOT PROVIDED.
- SEWER EASEMENT RECORDED NOVEMBER 13, 1973 UNDER RECORDING NO. G649934; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 19, 1973 UNDER RECORDING NO. G650247; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650819; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR RIGHT-OF-WAY RECORDED MAY 17, 1974 UNDER RECORDING NO. G662810; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, LOCATION OF GUY ANCHOR IS NOT DESCRIBED.
- EASEMENT RECORDED APRIL 7, 1976 UNDER RECORDING NO. G719262; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED JUNE 3, 1982 UNDER RECORDING NO. 8206030086; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300123; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- WATER EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300124; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210125; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR ROADWAY SLOPES RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210126; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- UTILITY EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100183; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.
- GREENBELT EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100184; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED AUGUST 23, 1988 UNDER RECORDING NO. 8808230099; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED DECEMBER 13, 1988 UNDER RECORDING NO. 8812130059; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED OCTOBER 18, 1996 UNDER RECORDING NO. 9610180031; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SANITARY SEWER EASEMENT RECORDED AUGUST 29, 2003 UNDER RECORDING NO. 3706578; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- CLARK COUNTY RESOLUTION NO. 1988-05-31 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030251; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- CLARK COUNTY RESOLUTION NO. 1991-09-15 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030250; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130109, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130110, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- UTILITY SERVICE COVENANT RECORDED NOVEMBER 3, 1982 UNDER RECORDING NO. 8211030009; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 5, 1989 UNDER RECORDING NO. 8907050156; RE-RECORDED JULY 7, 1989 UNDER RECORDING NO. 8907070103; FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 28, 1999 UNDER RECORDING NO. 3134263; ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JULY 20, 2015 UNDER RECORDING NO. 5194596 AND 5194598; AFFECTS SUBJECT PROPERTY, COMMON AREA PLOTTED, ALL OTHER MATTERS ARE GENERAL IN NATURE.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 31; AFFECTS SUBJECT PROPERTY; EASEMENTS PLOTTED.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 8; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650818; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.

NOTES AND COMMENTS:

- POSTED PROPERTY ADDRESS: NO POSTED PROPERTY ADDRESS, THE PROPERTY HAS NOT BEEN DEVELOPED.
PARCEL I SITE ADDRESS LISTED AS: 10500 NE 51ST CIR, VANCOUVER, WA
PARCEL II SITE ADDRESS LISTED AS: 10420 NE 51ST CIR, VANCOUVER, WA
PARCEL III SITE ADDRESS LISTED AS: 10400 NE 51ST CIR, VANCOUVER, WA
- BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE X AND A PORTION IS IN ZONE AE, OF THE FLOOD INSURANCE RATE MAPS NO. 5301100387D AND 5301100388D WHICH BOTH BEAR AN EFFECTIVE DATE OF SEPTEMBER 5, 2012 A PORTION OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- GROSS LAND AREA 356,389 SQUARE FEET OR 8.18 ACRES, MORE OR LESS.
PARCEL I: 73,961 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.
PARCEL II: 82,721 SQUARE FEET OR 1.90 ACRES, MORE OR LESS.
PARCEL III: 199,707 SQUARE FEET OR 4.58 ACRES, MORE OR LESS.
- PER THE CITY OF VANCOUVER PLANNING DEPARTMENT, THIS SITE IS CURRENTLY ZONED CG (GENERAL COMMERCIAL); CG ZONING REQUIREMENTS FOR THIS SITE:
SETBACKS:
FRONT, SIDE AND REAR SETBACKS PURSUANT TO THE SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, PLUS AN ADDITIONAL FOOT FOR EACH FOOT THE BUILDING EXCEEDS 20 FEET IN HEIGHT TO A MAXIMUM SETBACK REQUIREMENT OF 40 FEET.
HEIGHT: NONE
LOT COVERAGE: MAXIMUM DETERMINED BY COMPLIANCE WITH SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, STORMWATER STANDARDS, EROSION CONTROL, REGULATION, AND ALL OTHER APPLICABLE DEVELOPMENT STANDARDS.
PARKING: SENIOR MULTI-FAMILY HOUSING; 1 SPACE PER DWELLING UNIT
- AT THE TIME OF FIELD SURVEY, THERE WERE NO BUILDINGS ON THE SUBJECT PROPERTY.
- TOTAL PARKING SPACES 0, THE SUBJECT PROPERTY IS UNDEVELOPED.
- THE UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM PLANS AND MAPS PROVIDED BY THE CITY OF VANCOUVER AND VERIFIED BY THE VISIBLE SURFACE FEATURES OF THESE UTILITIES AND MARKINGS PROVIDED BY A 811 UTILITY LOCATE SERVICE PURSUANT TO SECTION 5.ELV. AN EXACT LOCATION OF THESE UTILITIES WAS NOT PERFORMED FOR THIS SURVEY. BEFORE DIGGING, CALL THE APPROPRIATE LOCAL UTILITY LOCATE SERVICE FOR FIELD LOCATIONS OF UNDERGROUND UTILITY LINES.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH HUD SURVEY INSTRUCTIONS AND REPORT, HUD FORM 91073(M) DATED JUNE 2014.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- PURSUANT TO THE CITY OF VANCOUVER PUBLIC WORKS DEPARTMENT WEBSITE www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1744/2017-2022_tip_final.pdf, THERE ARE NO CURRENT PROPOSALS FOR ANY CHANGES IN STREET RIGHT OF WAY LINES ADJACENT TO THE SUBJECT PROPERTY SHOWN ON THIS SURVEY.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST.
- THE LOCATION OF THE TREES SHOWN HEREON WERE SURVEYED ACCORDING TO THE TREE LIST PREPARED BY GALEN WRIGHT OF WASHINGTON FORESTRY CONSULTANTS, INC. THE TREE NUMBER IS DEPICTED ON THE SURVEY, PLEASE REFER TO THE TREE LIST FOR THE CORRESPONDING SPECIES, DIAMETER AND OTHER INFORMATION.
- PURSUANT TO TABLE A, ITEM 19, THERE ARE NO APPURTENANT EASEMENTS LISTED IN THE REFERENCED TITLE REPORT.
- ACCESS TO PROPERTY VIA PUBLIC RIGHTS OF WAY:
NORTHEAST 51st CIRCLE (NO PHYSICAL ACCESS)
- EASEMENT RIGHTS: PLOTTABLE EASEMENTS ARE SHOWN FROM THE OWNER SUPPLIED TITLE REPORT. NON-PLOTTABLE EASEMENTS ARE NOTED ON THE SURVEY AS BEING "NOT PLOTTED". BECAUSE OUR SERVICE IS LIMITED TO REPORTING ON EASEMENT LOCATIONS, WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO VISIBLE EVIDENCE OF SITE USE AS A CEMETERY OR BURIAL GROUND.
- THE RECORD DESCRIPTION MATHEMATICALLY CLOSES.
- BASIS OF BEARINGS: THE BEARING OF NORTH 01°35'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, W.M. AS SHOWN UPON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 12, 2003 IN BOOK 51 OF SURVEYS AT PAGE 086, CLARK COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.
- THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR PUBLIC STREET RIGHTS OF WAY SHOWN ON THIS SURVEY.
- THERE ARE NO INTERIOR GAPS, GORES OR OVERLAPS BETWEEN THE PARCELS WITHIN THE SUBJECT PROPERTY.
- TAX MAP PARCEL NOS.: 159847000, 159848000 & 159849000
- THIS IS AN AS-BUILT SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.
- THIS SURVEY WAS PREPARED FOR THE PURPOSES OF OBTAINING AN EXTENDED COVERAGE TITLE INSURANCE POLICY.
- THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" WITHIN THIS SURVEY ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS AND FINDINGS SHOWN ON THIS SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER IMPLIED OR EXPRESSED.
- DURYEA & ASSOCIATES ONLY ACKNOWLEDGES SIGNED AND STAMPED MAPS AND DRAWINGS. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED MAPS AND DRAWINGS.

VERTICAL DATUM:

THE VERTICAL RELIEF SHOWN HEREON, WITH A 1 FOOT CONTOUR INTERVAL WAS PRODUCED FROM A GROUND SURVEY ON NAVD 88 DATUM.
BENCHMARK: AN ALUMINUM CAP AT THE SURFACE OF NE 51ST CIRCLE DESIGNATED IS0658 AND HAVING A PUBLISHED NAVD 88 ELEVATION OF 198.855 FEET, ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DATA SHEET, WAS USED AS THE CONTROLLING BENCHMARK.

DATUM = NAVD 88. CONVERSION TO NGVD 29 = NAVD 88 - 3.47 FEET
ON-SITE TEMPORARY BENCH MARK: THE SOUTHWEST ANCHOR BOLT ON LIGHT POLE NO. V22161303 LOCATED ON THE SOUTHERLY SIDE OF NE 51ST CIRCLE ACROSS FROM PARCEL I, HAVING AN NAVD 88 ELEVATION OF 202.04 FEET.

HORIZONTAL DATUM:

WASHINGTON SOUTH ZONE, U.S. SURVEY FEET.
CONTROLLING POINTS: THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, HAVING STATE PLANE COORDINATES OF NORTH 127,604,235 FEET AND EAST 1,114,282,095 FEET AND THE EAST QUARTER CORNER OF SAID SECTION 16, HAVING STATE PLANE COORDINATES OF NORTH 124,980,231 FEET AND EAST 1,114,208,455 FEET ARE TO BE USED AS THE BASIS OF HORIZONTAL CONTROL.

THE GRID BEARING BETWEEN CONTROLLING MONUMENTS BEING N01°35'43"E.

POSSIBLE ENCROACHMENTS:

THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS ON THE ADJOINING PROPERTY ONTO SUBJECT PROPERTY, AND NO ENCROACHMENTS BY IMPROVEMENTS LOCATED ON SUBJECT PROPERTY OVER ANY ADJOINING PROPERTY OR OVER ANY PLOTTED OR PLOTTABLE EASEMENTS.

SURVEYOR'S CERTIFICATION:

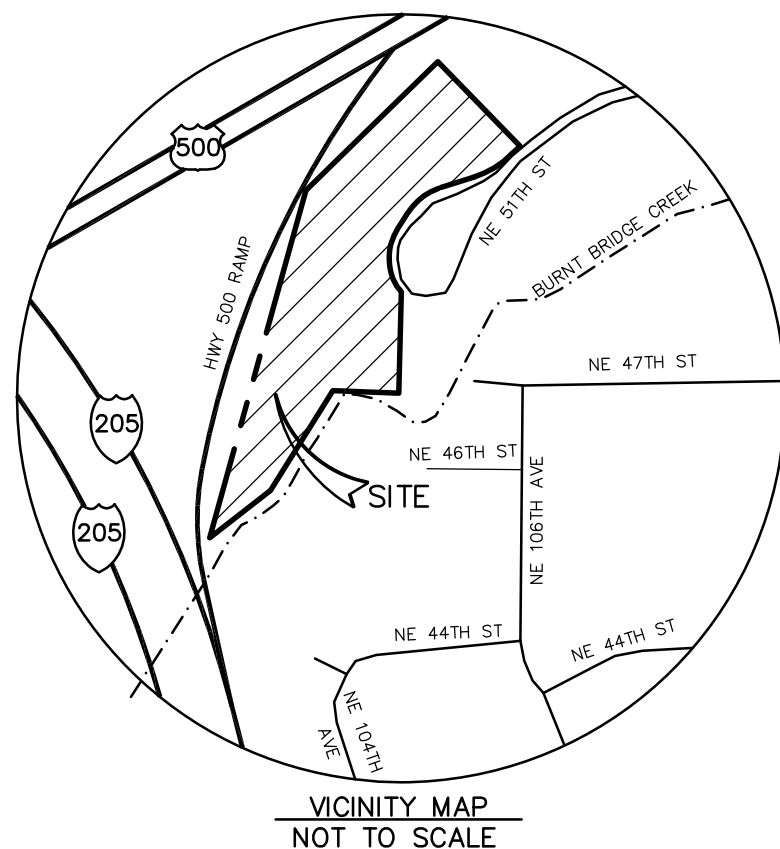
To: Affinity at Vancouver, LLC and Chicago Title Company of Washington.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19, 20 and 21 (topographic survey for design purposes) of Table A thereof. The field work was completed on August 31, 2017.

Date of Plat or Map: 09/11/2017



PRELIMINARY
Mitchell Duryea
LS 33658
Exp. 9/17/2019
mitch@duryea-associates.com



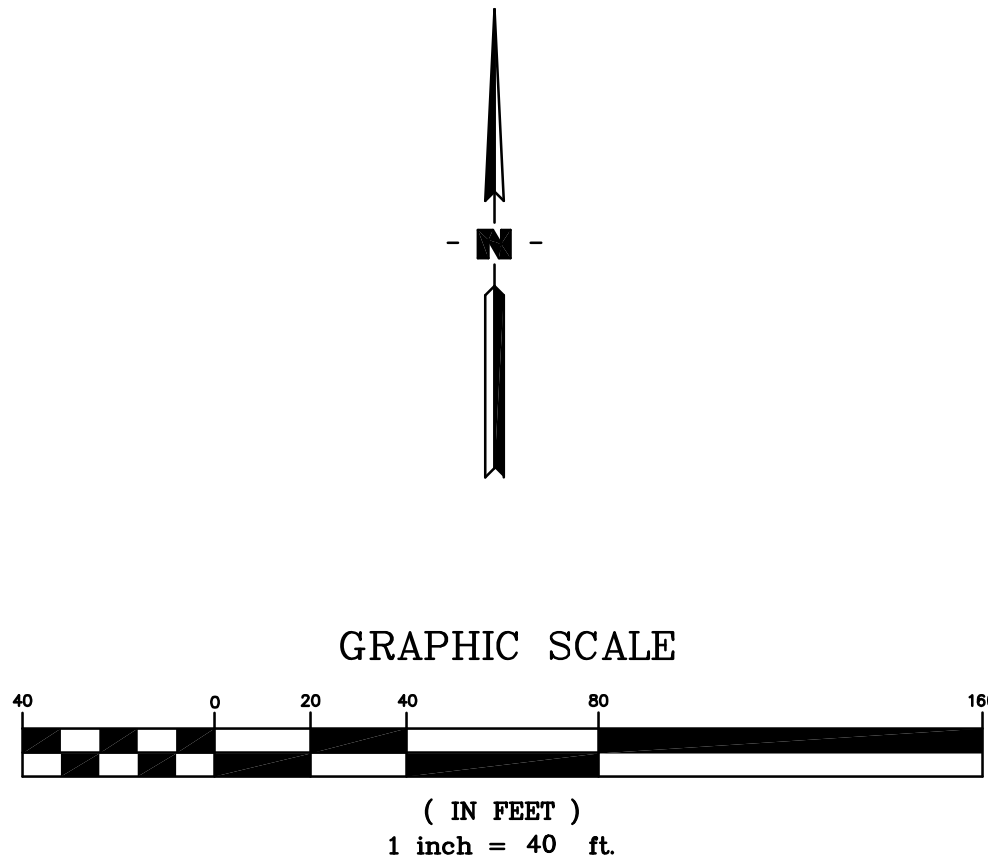
ALTA/NSPS LAND TITLE SURVEY
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE:	SEPTEMBER, 2017	SHEET:	
SCALE:	1" = 40'		
PROJECT SURVEYOR:	JAL		
DRAWN BY:	LSH		
LAST DATE OF REVISION:	6/20/2018	JOB NO.:	17-2315

1 OF 3

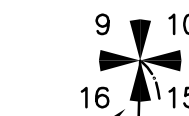


TRUE POINT OF BEGINNING PARCEL II
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL I
(SEE DEED DESCRIPTION DETAIL)

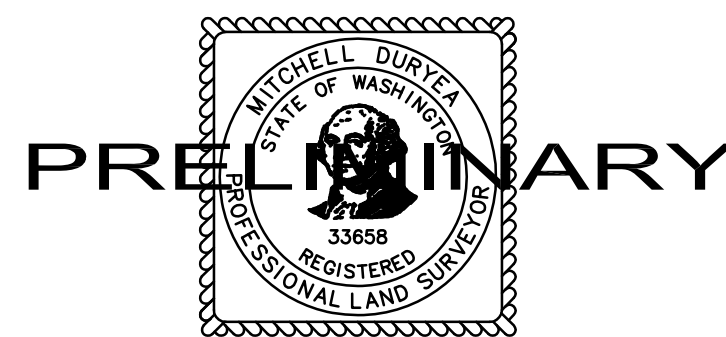
TRUE POINT OF BEGINNING PARCEL III
(SEE DEED DESCRIPTION DETAIL)

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 127,604.235
EAST 1,114,282.095



NE 112th AVENUE

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 124,960.231
EAST 1,114,208.455

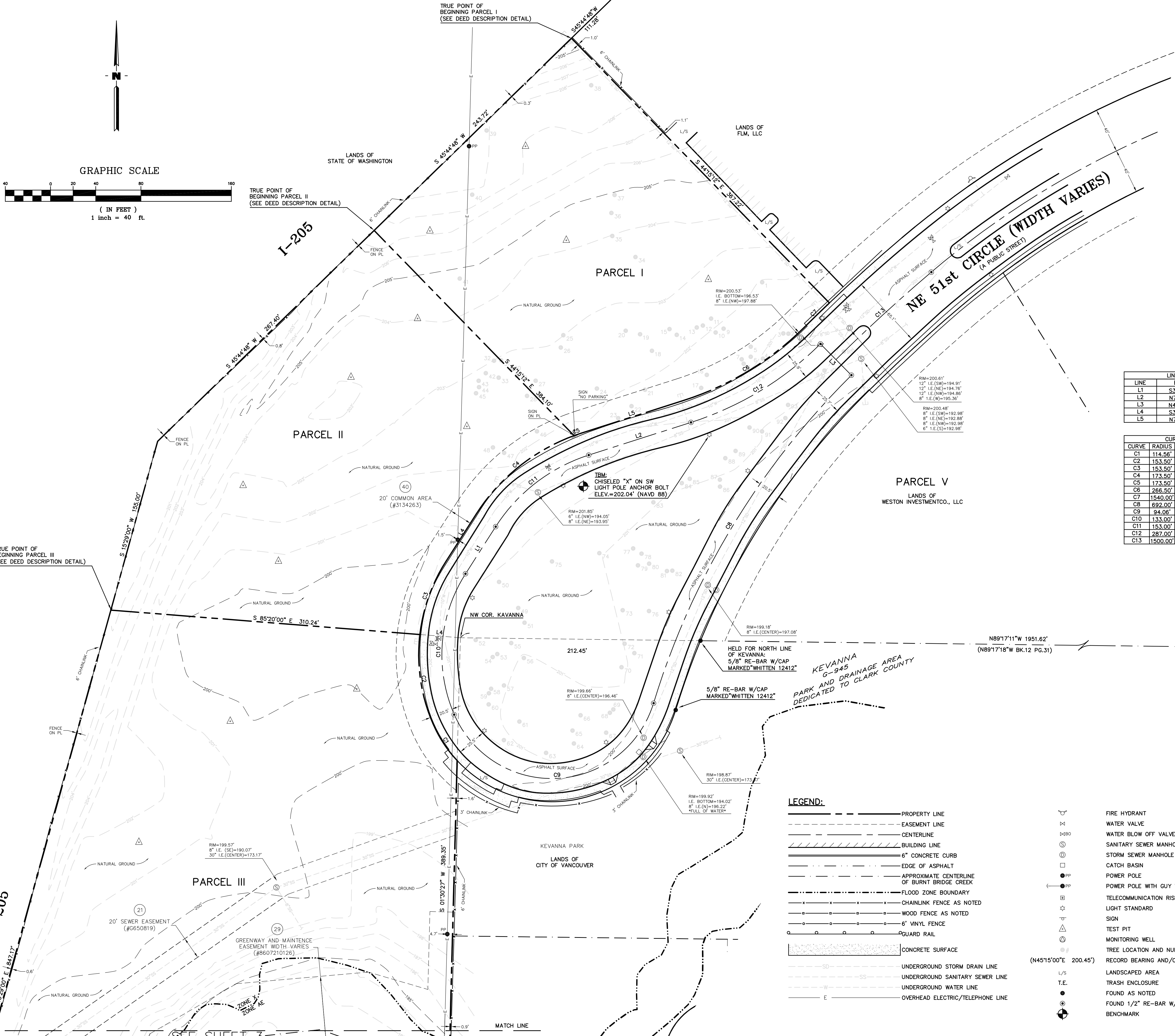


ALTA/NSPS LAND TITLE SURVEY
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
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DATE: SEPTEMBER, 2017	SHEET: 2 OF 3
SCALE: 1" = 40'	
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



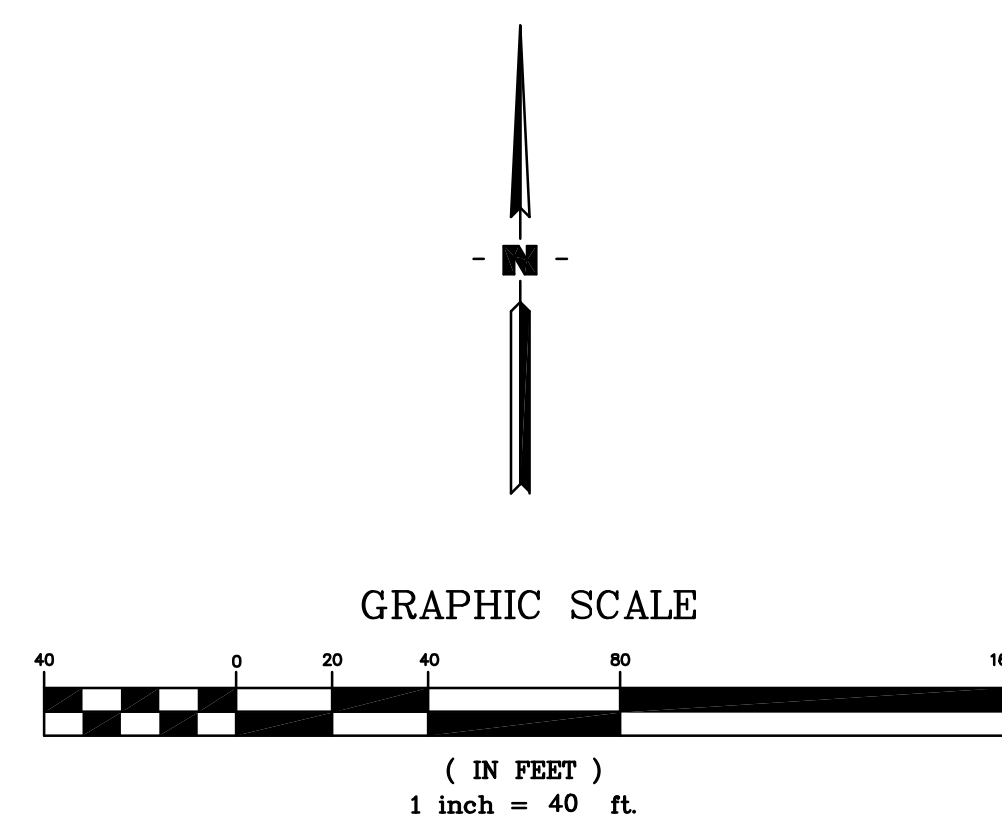
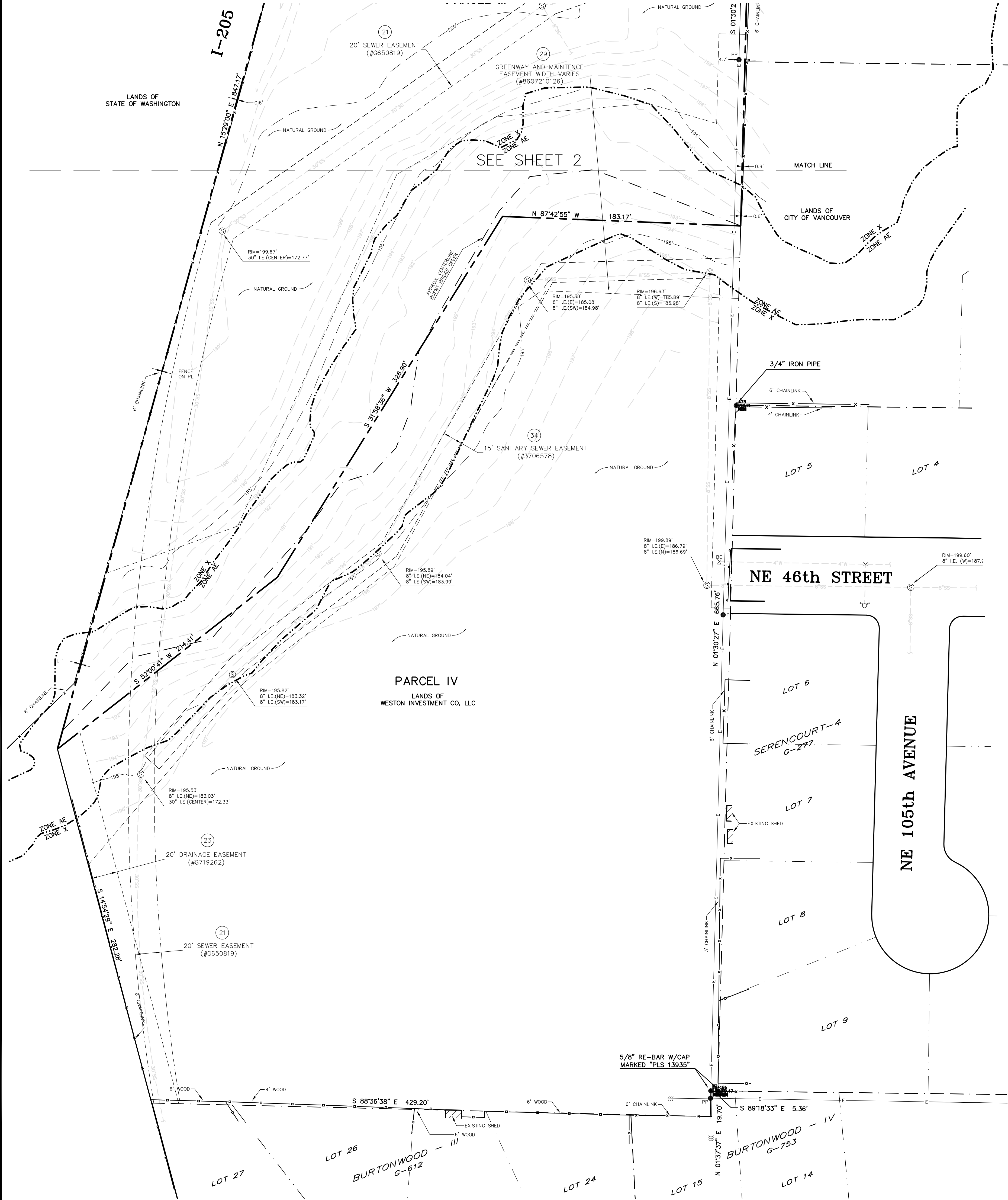
LINE	BEARING	DISTANCE
L1	S32°35'19"W	49.50'
L2	N72°15'55"E	95.00'
L3	N44°43'18"W	39.00'
L4	S32°35'19"W	49.50'
L5	N72°15'55"E	95.00'

CURVE	RADIUS	DELTA	LENGTH
C1	114.56'	19°32'43"	39.08'
C2	153.50'	30°09'43"	80.81'
C3	153.50'	25°54'03"	68.38'
C4	173.50'	37°20'28"	113.07'
C5	173.50'	2°20'08"	7.07'
C6	266.50'	26°59'12"	125.52'
C7	1540.00'	1°09'33"	31.16'
C8	692.00'	28°21'10"	342.43'
C9	94.06'	139°35'59"	229.17'
C10	133.00'	56°03'46"	130.14'
C11	153.00'	39°40'36"	105.95'
C12	287.00'	26°59'12"	135.18'
C13	1500.00'	4°22'25"	114.50'

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF ASPHALT
- APPROXIMATE CENTERLINE OF BURNT BRIDGE CREEK
- FLOOD ZONE BOUNDARY
- CHAINLINK FENCE AS NOTED
- WOOD FENCE AS NOTED
- 6" VINYL FENCE
- GUARD RAIL
- CONCRETE SURFACE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC/TELEPHONE LINE

- FIRE HYDRANT
- WATER VALVE
- WATER BLOW OFF VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELECOMMUNICATION RISER
- LIGHT STANDARD
- SIGN
- TEST PIT
- MONITORING WELL
- TREE LOCATION AND NUMBER PER TREE LIST
- RECORD BEARING AND/OR DISTANCE
- LANDSCAPED AREA
- TRASH ENCLOSURE
- FOUND AS NOTED
- FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
- BENCHMARK



- LEGEND:**
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 - BENCHMARK



PRELIMINARY

LINE TABLE		
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ALTA/NSPS LAND TITLE SURVEY

AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON

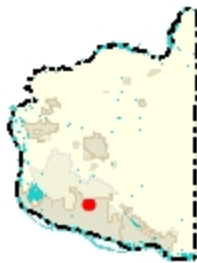


2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	3 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



Exhibit F



- Legend
- Taxlots
 - ImageOrtho
 - Red: Red
 - Green: Green
 - Blue: Blue
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:

0.1 0 0.05 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

11/19/17

RESOLUTION NO. M-3986

A RESOLUTION fixing December 17, 2018, as the date for a public hearing on a proposal to vacate a portion of public rights-of-way associated with NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500, and within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-175-18, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby fixes a time to hear and determine a petition brought by abutting property owners to vacate a portion of the right-of-way at NE 51st Circle.

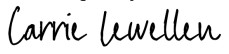
Section 2. The legal description and Map Exhibit of the street area proposed to be vacated are attached hereto and incorporated herein as Exhibits “A” and “B”.

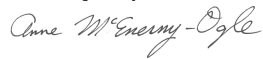
Section 3. December 17, 2018 at the hour of 7:00 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, is fixed as the time and place for public hearing on said proposed street vacation.

Section 4. The City Clerk shall give notice of the pendency of said proposal and time and place of hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this 19th day of
November, 2018.

Attest:

DocuSigned by:

661359AB277E439...
Natasha Ramras , City Clerk
By: Carrie Lewellen, Deputy City Clerk

DocuSigned by:

58CB15C0632F403...
Anne McEnerney-Ogle, Mayor

Approved as to form:

DocuSigned by:

AAC4768B8D2D446...
E. Bronson Potter, City Attorney

11/19/18
12/17/18

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of the public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code (“VMC”) 11.05.040, owners of real property abutting portions of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington petitioned to vacate such public right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 25,235 square feet; and

WHEREAS, the City has constructed and maintained street improvements within the subject right-of-way; and

WHEREAS, the subject right-of-way has been part of a dedicated public right of way for 25 years or more; and

WHEREAS, City Council adopted Resolution M-_____, which set the date of public hearing on the proposed right-of-way vacation for December 17, 2018 at 7:00 p.m.; and

WHEREAS, the City Clerk provided notice of the public hearing in accordance with VMC 11.05.060; and

ORDINANCE - 1

WHEREAS, on December 17, 2018, the hearing was held and City Council considered the reports and information provided at the public hearing; and

WHEREAS, City Council considered all factors under VMC 11.05.110 and found that: (1) vacation of the right-of-way will better serve the public; (2) the right-of-way is not currently needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) there are no objections to the vacation sufficient to deny its approval; and

WHEREAS, because the subject right-of-way has been part of a dedicated public right of way for over 25 years, under VMC 11.05.120 the owners of abutting properties must compensate the City in an amount equal to \$230,000, which is the full fair market value of the property to be vacated as shown in an appraisal; and

WHEREAS, Petitioners own a parcel located at 10601 NE 51st Circle, which is assigned Clark County Assessor parcel number 159851000, and has an appraised value of \$210,000; and

WHEREAS, Petitioners wish to convey parcel 159851000 and also pay \$20,000 to the City as compensation for the full value of the vacated right-of-way, as authorized under VMC 11.05.120(F); and

WHEREAS, the public would benefit from City ownership of parcel 159851000 because of potential future expansion plans for Kevanna Park; and

WHEREAS, City Council has determined that public utility easements should be preserved because there are public domestic water lines, sanitary sewer lines, and associated appurtenances within the area of right-of-way to be vacated.

ORDINANCE - 2

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The right-of-way described in the legal description and map exhibit attached hereto and incorporated herein as Exhibits “A” and “B” is hereby vacated on the following conditions.

Section 2. The City retains a perpetual Public Utility Easement under and over the entire vacated area for access to, and the construction, repair and maintenance of, all public utilities, and includes the right, privilege and authority to access, maintain, and remove obstacles. The terms and provisions of this easement shall run with the land and be binding upon and inure to the present property owners and their legal representatives, successors, assigns, and/or transferees.

Section 3. Full compensation for vacation, in the form of conveyance of parcel 159851000 to the City as well as payment of \$20,000, is required. Conveyance of such parcel by deed shall be made and recorded and payment of \$20,000 shall be made prior to recording of this ordinance.

Section 4. The Applicants shall remove the existing loop road at NE 51st Circle, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new access and parking for Kevanna Park, which public improvements must be dedicated to and accepted by the City, prior to recording of this ordinance and the effective date of the right of way vacation.

Section 5. Effective date. This ordinance shall go into effect five days after its recording.

ORDINANCE - 3

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

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

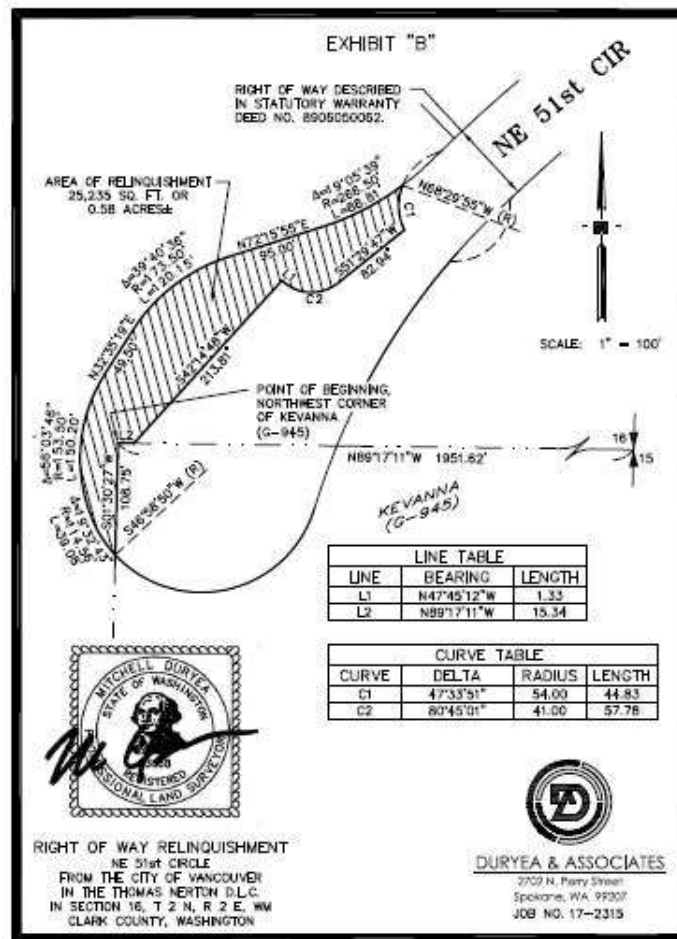
Land Appraisal

Right of Way Relinquishment | Vancouver, WA

Latitude: 45.657535°

Longitude: 122.565993°

as of September 7, 2018



Prepared for
Inland Construction
Mr. Keith James

Prepared by
Gary Klockenteger, MAI

KM Job A18-0936

Kidder Mathews
Valuation Advisory Services
601 Union Street, Suite 4720
Seattle, WA 98101
206.205.0200 | Fax 206.205.0220
garyk@kiddermathews.com
kiddermathews.com

September 10, 2018

Mr. Keith James
Inland Construction
120 W. Cataldo Avenue, Suite 100
Spokane, WA 99201

RE: Right of Way Relinquishment
10500 NE 51st Circle
Vancouver, WA 98682

Dear Mr. James:

At your request, an appraisal report has been made of the above referenced property, which is fully described in the attached report. The subject is briefly described as a 25,235 sq ft property consisting a portion of the right-of-way of NE 51st Circle. The subject is zoned General Commercial (CG) and is currently owned by the city of Vancouver. Tax parcel 159851-000 or Donation (Lot 100) is offered in exchange. This parcel contains 83,635 sq ft, is adjacent to Kevanna Park and near the subject, and is also zoned CG. The value of this parcel is provided to determine if it is adequate exchange compensation. This is an appraisal of the land only. The property was inspected on September 7, 2018 and the appraisal has been made in accordance with the certification on the following page.

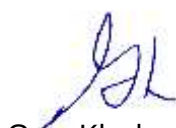
As a result of our investigation and analysis, we have concluded the following fee simple market value, as of September 7, 2018, subject to the limiting conditions and assumptions contained herein:

<i>Market Value of Relinquishment</i>	\$230,000
<i>Market Value of Donation (Lot 100)</i>	\$210,000

It was a pleasure preparing this report for you. If you have any questions about the results, please feel free to call us at (206) 205-0200.

The opportunity to assist you has been appreciated.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'GK'.

Gary Klockenteger, MAI
State-Certified General Real Estate
Appraiser #1100479
GK/sh

Certification

I certify that, to the best of my knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8) I have made a personal inspection of the property that is the subject of this report.
- 9) I have provided professional appraisal or consulting services concerning the subject property within the past three years, KM Job Number A18-0507.
- 10) No one provided significant real property appraisal assistance to the person signing this certification.
- 11) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, Gary Klockenteger, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.



Gary Klockenteger, MAI
State-Certified General Real Estate
Appraiser #1100479

Limiting Conditions

Limiting conditions specific to this appraisal are:

- 1) The appraiser has made no survey of the property and assumes no responsibility in connection with such matters. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.
- 2) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures (including asbestos, soil contamination, or unknown environmental factors) that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the studies that may be required to discover them.
- 3) No responsibility is assumed for the legal description or for matters including legal or title considerations.
- 4) The information identified in this report as being furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 5) The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless arrangements have previously been made.
- 6) The allocation of total value to land, buildings, or any fractional part or interest as shown in this report, is invalidated if used separately in conjunction with any other appraisal.
- 7) Valuation Advisory Services is a subsidiary of Kidder Mathews, a full service commercial real estate brokerage firm. On occasion, employees or agents of the firm have interests in the property being appraised. When present, interests have been disclosed, and the report has been made absent of any influence from these parties.

RESTRICTION UPON DISCLOSURE & USE:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the Appraiser or the firm with which (s)he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the appraiser. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus, or registration without the prior written consent of the appraiser.

Table of Contents

Letter of Transmittal..... i

Certificationii

Limiting Conditions iii

Executive Summary..... 1

Property Description 8

Regional Overview 18

Neighborhood & Competitive Market 30

Apartment Market Analysis..... 35

Market Area Demographics 54

Highest & Best Use 61

Land Valuation 64

ADDENDUM

 R/W VACATION MATERIALS

 REASONABLE USE EXEMPTION

 Appraiser’s Experience

Executive Summary

Executive Summary

Purpose This appraisal report was prepared to determine the market value of the subject, the Relinquishment. In addition, a value is provided for an exchange parcel, the Donation.

Identity of Property 10500 NE 51st Circle
Vancouver, WA 98682

**TAX PARCEL
NUMBER** The subject consists of a portion of the right-of-way of NE 51st Circle. The parcel includes a portion of the paved street and a portion the undeveloped center of this circular drive. Plans are to end this circular drive at the subject and restore the unused paved portion of this circular drive to natural vegetation. A new turnaround would be provided along with new parking for Kevanna Park, and a trail leading to the existing entrance of the park. The proposed Donation is adjacent to the park.

Site Address	Parcel No.	Size (SF)	Size (Acres)	Zoning	
Relinquishment (Subject)		25,235	0.58	CG	City of Vancouver
Donation (Lot 100)	159851-000	83,635	1.92	CG	City of Vancouver

CENSUS TRACT 0413.13, Clark County, WA

**Definitions,
Concepts and
Premise of
Assignment** The analyses and conclusions in this report are based on the following definitions and concepts.

SERVICE TYPE Appraisal Report

Scope of Work This appraisal is intended to describe the market value of the subject property for its highest and best use. The subject site was inspected and available project data was reviewed. The basic approach is to use recent sale comparisons of similar sites, compare these to the subject, and adjust for differences imposed by zoning, physical limitations, time, location, and other parameters that may have influenced pricing and conclude a reasonable market value based on sales.

The appraisal begins with an overview of the subject site followed by description of general land use, population, and economic trends of the subject neighborhood and competitive market. The bulk of the data presented comes from sources such as the US Census, HUD, and

private data providers such as the Metro Multifamily Housing Association (MMHA) Apartment Report, CoStar, and Yardi Matrix.

**CLIENT AND
INTENDED USER**

The client is Mr. Keith James; the intended user is Inland Construction or their direct assigns.

INTENDED USE

This appraisal report was prepared to determine the market value of the land.

**PROPERTY RIGHTS
APPRAISED**

This is an appraisal for the Fee Simple Interest in the subject real estate. The definition of "fee simple estate" is as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

Date of Analysis

September 7, 2018

**Extraordinary
Assumptions**

None

**Hypothetical
conditions**

None

**Approaches to
Value & Final Value
Conclusion**

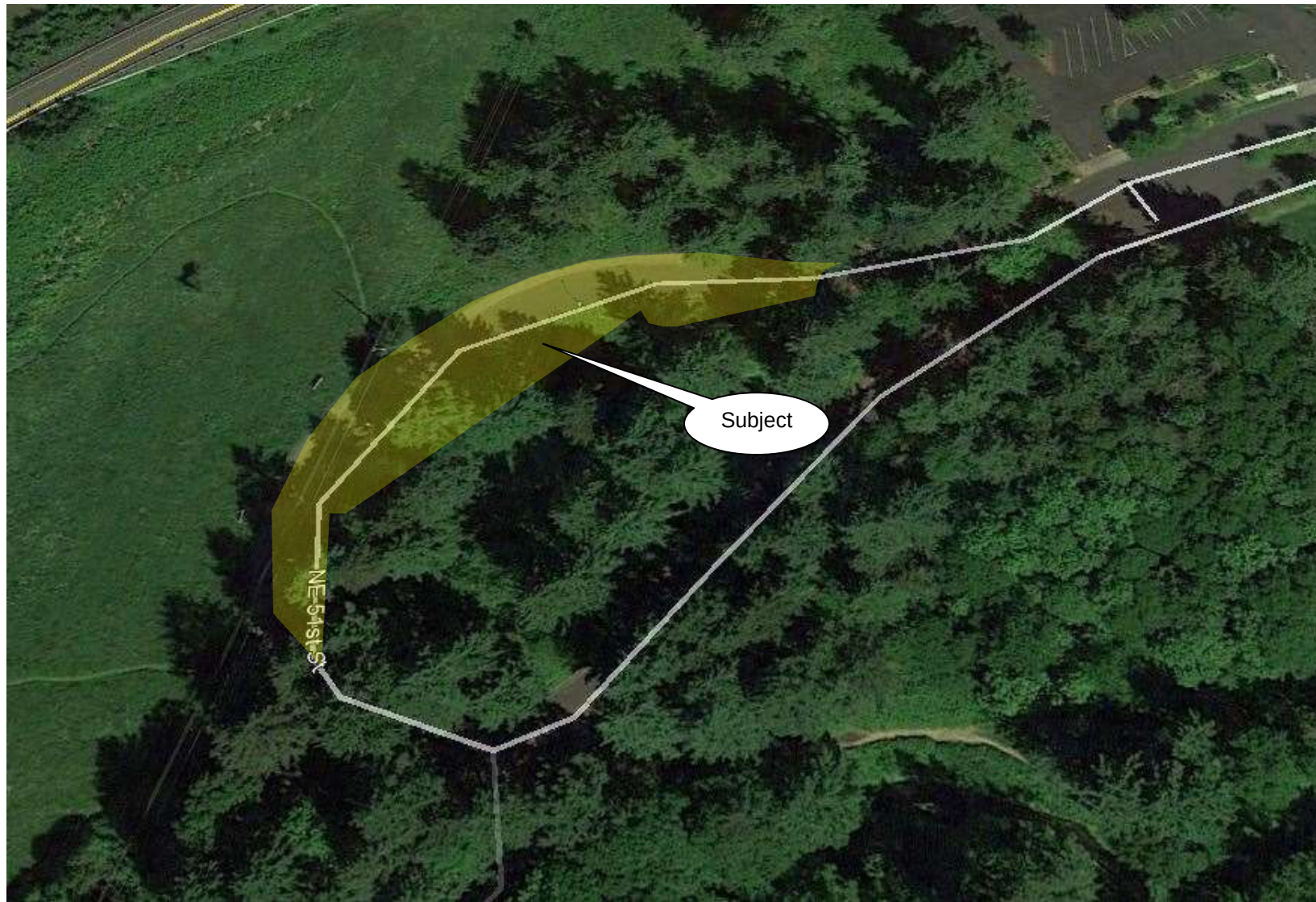
The value conclusions are summarized as follows.

Market Value of Relinquishment.....\$230,000

Market Value of Donation (Lot 100).....\$210,000

Property Description

The subject is a 25,235 sq ft (0.58 acre) parcel. A portion of this site is a paved road right-of-way and the balance is part of the unimproved center of the circular drive. It is zoned General Commercial (CG). It is irregular in shape and generally level. The Donation has the same zoning, contains 83,635 sq ft (1.92 acres), and fronts on Burnt Bridge Creek and Kevanna Park. This parcel contains some wetlands. Setbacks from the creek and wetlands severely compromise use.



Aerial Photo—Looking North

Subject Photographs

The subject is a portion of the right-of-way of NE 51st Circle and the forested island enclosed by the turn around.



View of the turn around



View of the adjoining site planned for Affinity at Vancouver, a 170-unit senior apartment complex.



Subject Photographs

The Donation parcel is on the south side of the turnaround.



View of the Donation parcel



Alternate view of the donation parcel



Subject Photographs

The Donation parcel is adjacent to Kevanna Park. Plans include extending a path from a new parking area along the vacated right-of-way to the existing entrance.



Shown is the bridge crossing Burnt Bridge Creek in Kevanna Park.



View of Burnt Bridge Creek.
Setbacks from the creek impact the Donation parcel.



Property Description



PROJECT DIRECTORY

DEVELOPER: AFFINITY AT VANCOUVER, LLC
220 W. CATALDO, SUITE 100
SPOKANE, WA 99201
(509) 321-8206

ARCHITECT: THE ARCHITECTS OFFICE, PLLC
495 MAIN ST.
BOISE, IDAHO 8372
(208) 343-2381



SITE DATA

SCALE: 1"=40'-0"

PROPERTY AREAS:	
PARCEL 1:	77,530 ± S.F. 1.78 ± ACRES
PARCEL 2:	79,097 ± S.F. 1.82 ± ACRES
PARCEL 3:	186,789 ± S.F. 4.28 ± ACRES
TOTAL:	343,416 ± S.F. 7.88 ± ACRES
PROPOSED MAIN BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-A
HEIGHT:	4 STORIES
UNITS:	170
FOOTPRINT:	45,451 ± S.F.
TOTAL AREA:	182,740 ± S.F.
PROPOSED POOL BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
AREA:	4,340 ± S.F.
PROPOSED GARAGE BUILDING:	
OCCUPANCY:	U
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
NUMBER OF BUILDINGS:	0
AREA:	2,840 ± S.F. - 3,080 ± S.F.
PROPOSED PARKING:	
STANDARD OPEN STALLS:	190
OPEN ACCESSIBLE STALLS:	7
STANDARD GARAGE STALLS:	47
ACCESSIBLE GARAGE STALLS:	1
TOTAL PARKING:	245 (7.44/LU)



PROJECT

AFFINITY AT VANCOUVER
NW 51ST STREET
VANCOUVER, WASHINGTON

FILE

DATE: MARCH 9, 2011
TIME: 11:20 AM
BY: JAMES PRICE
REVISIONS:

SHEET

A1.0
SITE PLAN

Preliminary Site Plan

Site Data

Location Description

SITE ADDRESS	Right of Way Relinquishment Affinity at Vancouver 10500 NE 51st Circle Vancouver, WA 98682
TAX PARCEL NUMBER	Relinquishment: No property ID is assigned to the street right-of-way. Adjacent tax parcels are 159847-000, 159848-000, and 159849-000 Donation: 159851-000
CENSUS TRACT	0413.13, Clark County, WA
BOUNDARIES & NEARBY LAND USES	The subject site is a proposed right-of-way vacation of a portion of NE 51st Circle located adjacent to tax parcels 159847-000, 159848-000, and 159849-000 and a portion of the undeveloped center of the circular drive. This area is accessed from NE 112th Avenue to NE 51st Circle. NE 51st Circle is a dead-end drive accessing the subject's neighborhood. Land use east of the subject is primarily office on the north side of NE 51st Circle including the Department of Transportation, Washington State Patrol, and Farmers Insurance. Immediately east of the subject is a vacant office building formerly occupied by the US Department of Forestry. On the south side of this drive, it is vacant land. NE 51st Circle leads to Kevanna Park and adjacent to the park is the Donation site. Running through the park is Burnt Bridge Creek. The Donation parcel is offered as exchange for the subject. This is an 83,635 sq ft parcel zoned the same as the subject. It has a truncated triangular shape. Its southeast boundary is Burnt Bridge Creek and the southern boundary is Kevanna Park. The proposed vacation would be used for parking for Affinity at Vancouver, a proposed 170 unit senior (age restricted) apartment project. The proposed vacation will terminate the circular drive. The unused portion of the drive is proposed for restoration to its natural state. The new end to NE 51st Circle is proposed as a cul-de-sac turn around with added parking for Kevanna Park and a path leading to the existing park entrance. The cost of these improvements is estimated at \$91,200. Other than, for the uses cited above, the greater area is currently undeveloped. The neighboring use to the south is residential. East of the

subject is Corporate Woods, a 47-unit apartment complex built in 2002, and on the north side of SR-500 land use is primarily commercial.

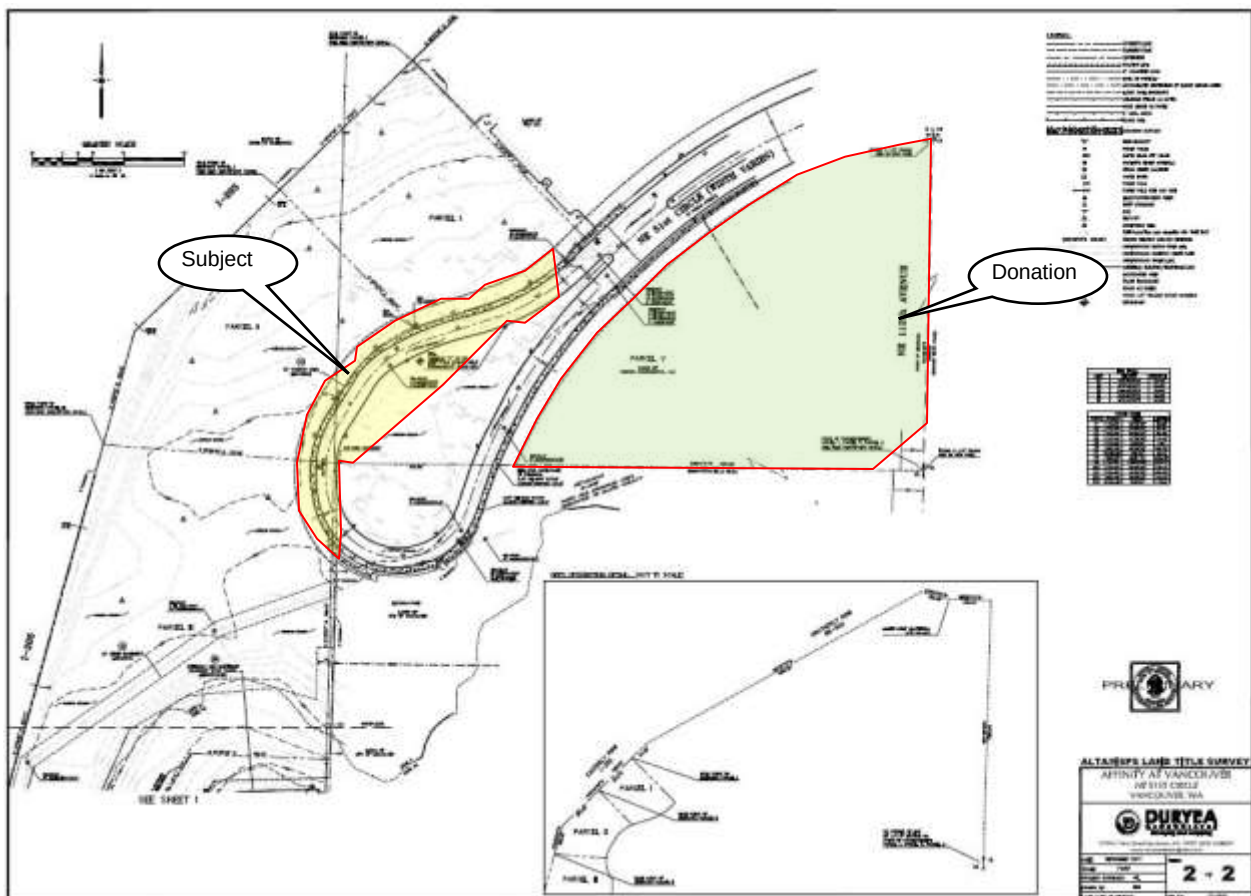
**STREETS, ACCESS
& EXPOSURE**

The subject site is a portion of a dead-end road. It provides access to Kevanna Park, a neighborhood city park at the end of this drive. It also will provide access to a proposed 170 unit senior (age restricted) apartment project. Any development in this location will be highly visible to traffic using the northbound off-ramp from I-405 to SR-500 and partially visible to traffic on I-405. Local and regional access to the subject is good. Pass-by traffic is limited due to the dead-end road.

**Physical
Description**

**SITE DIMENSIONS &
LAND AREA**

The proposed right-of-way vacation, the subject, contains 25,235 sq ft and is irregular in shape. Its shape is long and narrow potentially impacting use. The proposed Donation contains 83,635 sq ft and has a truncated triangular shape. The following survey and parcel map shows the approximate boundary of the relinquishment and of the donation.



EXISTING IMPROVEMENTS	The subject is a paved city street. The proposal is to terminate the existing loop, provide a turn-around, restore the unused portion of the paved right-of-way to a natural state, and to add parking for Kevanna Park. There are no improvements on the Donation site, forested vacant raw site.
TOPOGRAPHY & SOIL CONDITIONS	Both the Relinquishment and the Donation are nearly level. A soils report was not provided for the subject. It is an assumption of this report that the soils are of sufficient load bearing capacity to allow for the proposed use. A Mitigation Plan for Affinity at Vancouver prepared by Ecological Land Services, Inc., dated August 2018 was provided. This study includes description of the Donation parcel. The Donation parcel is impacted by required setbacks from Burnt Bridge Creek. According to the city, the setback is 100 feet plus a 75-foot buffer. The Mitigation Plan shows a wetland on this parcel, Wetland A. Wetland A is a Category III wetland containing 8,493 sq ft. A 150-foot setback is required from the wetland. This wetland appears to be entirely within the setback riparian management area buffer and the 75-foot riparian stream buffer described in this report. The report does not address soil conditions.
UTILITIES	All typical public utilities are available to the site.
Legal Restrictions	
ZONING	The subject and the donation are zoned CG, (General Commercial) by the City of Vancouver. The CG zoning district is designed to allow for a full range of retail, office, and civic uses. Above ground floor, housing is allowed. Some light industrial uses also are allowed, but limited so as not to detract from the district's commercial character.

Development Criteria	
Minimum Lot Size	None
Minimum Lot Width	None
Minimum Lot Depth	None
Maximum Lot Coverage	Conditional based on screening & buffering standards
Minimum Setbacks	Conditional based on screening & buffering standards
Front Yard	10 feet (see above)
Rear Yard	10 feet (see above)
Rear Through Street	
Side Yard	0-5 feet (see above)
Between Buildings	
Maximum Height	None
Min Stebacks Adjacent to Res District	10 feet
Min Stebacks Adjacent to Non-res District	5 feet
Minimum Landscaping	15%
Parking	
Residential	1.5 spaces/DU
Senior Residential	1.0 spaces/DU



Site Address	Parcel #	Size (SF)	Size (Acres)	Source	Zoning	Jurisdiction	Assessment	
							Land	Building
Subject: Relinquishment Parcel Adjacent to								
10500 NE 51st Circle	159847-000	74,052	1.70	Assessor	CG	Vancouver	\$582,200	\$0
10420 NE 51st Circle	159848-000	82,764	1.90	Assessor	CG	Vancouver	\$650,700	\$0
10400 NE 51st Circle	159849-000	199,505	4.58	Assessor	CG	Vancouver	\$594,400	\$0
Donation Parcel								
10601 NE 51st Circle	159851-000	83,635	1.92	Assessor	CG	Vancouver	\$24,200	\$0
	Subject Portion	25,235	0.58	per Site Plan				
	Donation	83,635	1.92	Assessor				

**ASSESSMENT
VALUE & REAL
ESTATE TAXES**

The real estate assessment and tax data the parcels adjacent to the subject and the Donation are detailed in the previous table. The subject is part of a street right-of-way and is not recorded as being in a separate tax parcel. The three parcels adjacent to the subject have an existing approved preliminary site plan approval that positively affects the assessment of those parcels. This does not extend to the subject. The Donation is impacted by setbacks from Burnt Bridge Creek and wetlands on the site.

The millage rate on which property taxes are based is determined annually. Millage rates vary constantly and are influenced by services provided in each individual district and state law. The assessed value of all properties located within a district is divided by a particular year's budget requirements to arrive at a millage rate. The subject property is located in levy code (tax code area) 114008 with a 2018 rate of \$12.3432979958 per \$1,000 of assessed value.

Environmental Issues

**SEISMIC HAZARD
CONDITIONS**

It is noted that construction will be based on current building codes, which recognize the seismic risk of the area. As the appraiser does not possess the expertise in seismic, structural, and geotechnical engineering, further analysis is required to determine the subject's degree of risk.

**HAZARDOUS
MATERIALS**

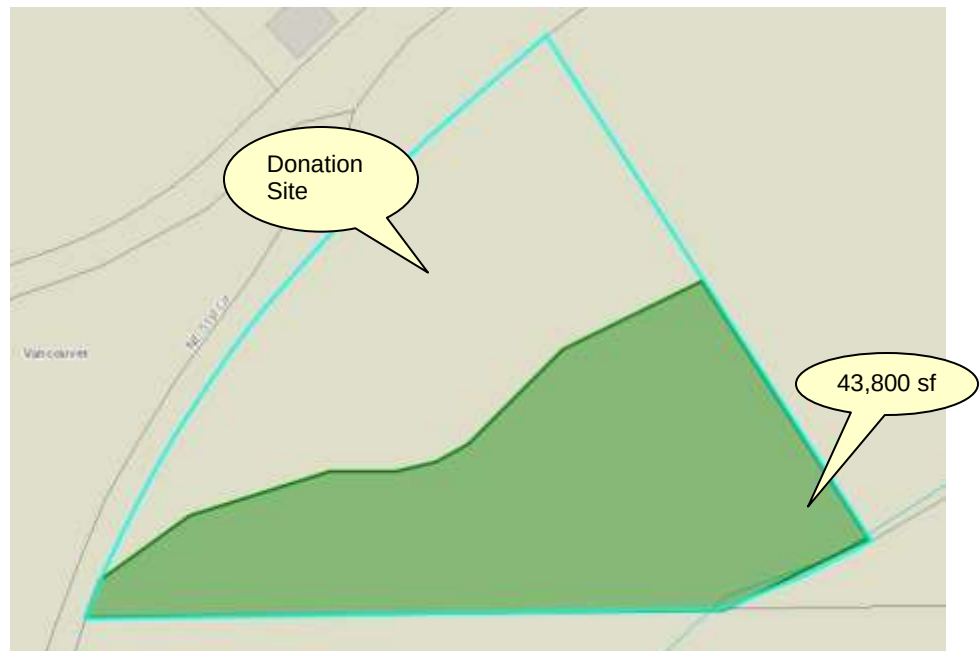
We were not provided an Environmental Site Assessment. It is an assumption of this report that both sites are not contaminated with hazardous materials.

FLOOD ZONE

According to the Flood Hazards Map No. 53011C0387D, effective September 5, 2012, the subject site (the Relinquishment) is located in Zone X, an area outside the 500-year floodplain. The Donation does border on Burnt Bridge Creek and the southeastern edge is classified AE, a special flood hazard area.



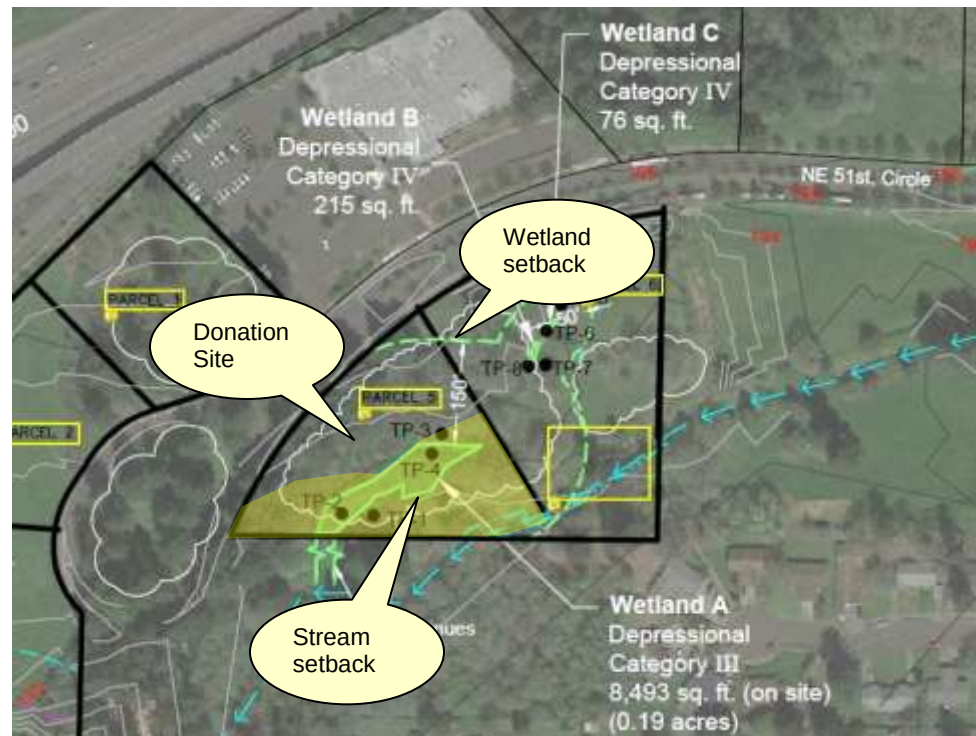
Based on information provided by the city, there is a required 100-foot setback from the creek in this location plus a 75-foot buffer. Given the amount of vegetation on this parcel, the city planner stated that the setback would effectively be 175 feet. This affects the southeast and southern portions of the parcel as shown in the following map. The size of the impacted area was estimated based on the drawing tool provided by Clark County's GIS mapping site, and is estimated at about 43,800 sq ft. This leaves 39,835 sq ft of area outside of the riparian setback. Any development occurring on usable portions of the site may use the area of the entire site area for massing.



Wet Lands

The Donation parcel is further impacted by a category III wetland as described in the *Mitigation Plan for Affinity at Vancouver Critical Areas – Permitting*, prepared by Ecological Plan services, August 2018. The wetland area appears mostly within the stream setback described above. However, the wetland also has a 150-foot buffer, leaving only the northern corner available for use as shown in the following graphic.

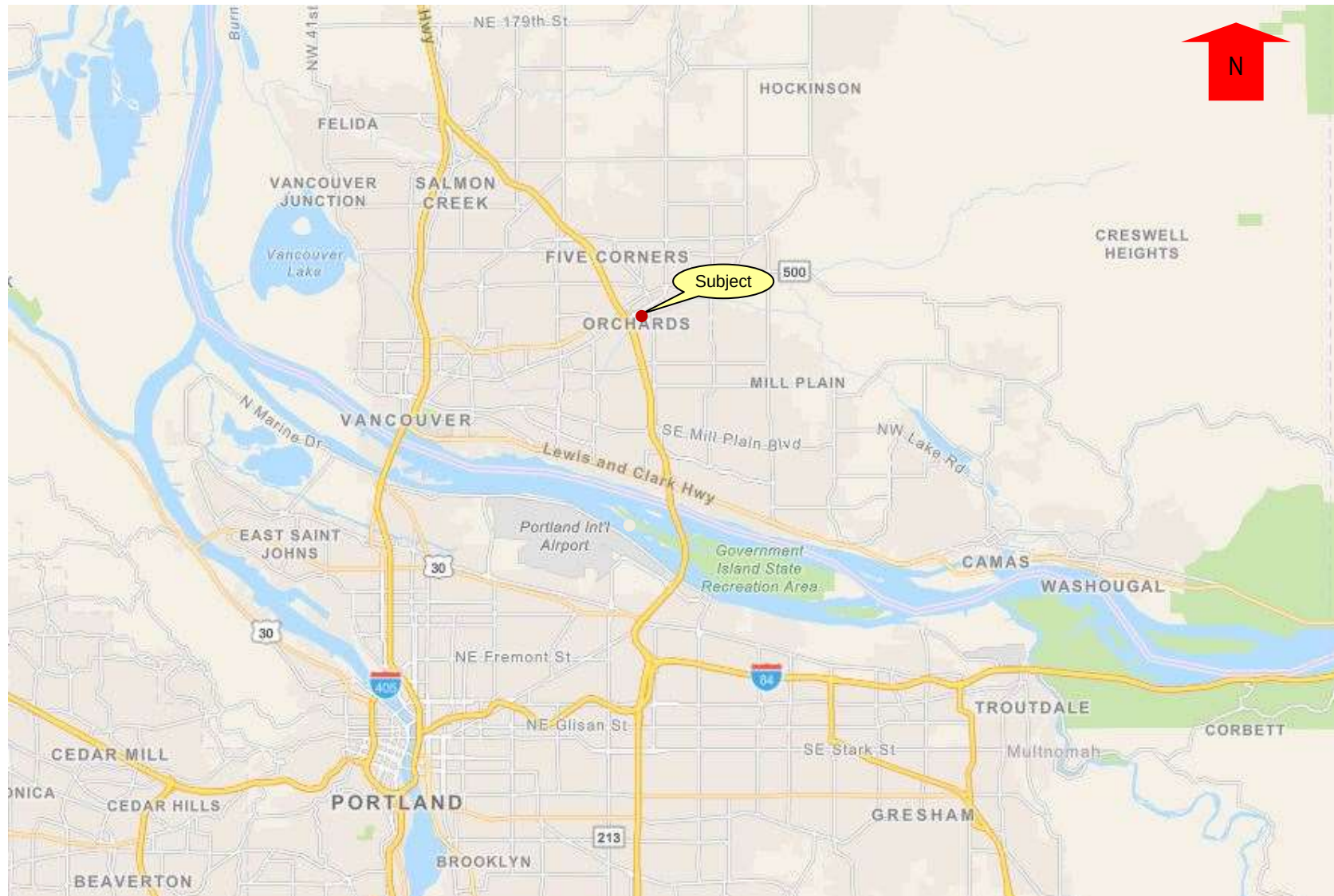
The *Vancouver Municipal Code Section 20.740.080 Reasonable Use Exceptions* provides some allowance to the property owner if application of the General Critical Areas requirements would deny all reasonable economic use of the property. If this occurs, the city determines appropriate compensation, or the property owner may apply for an exception. The extent or existence of loss must be documented by an examination of reasonable use review of the loss of economic use. This is done on a case-by-case basis.



Conclusion

Topography, zoning, availability of utilities, access and existing encumbrances are similar to other properties in the immediate vicinity. The subject has a long narrow shape making it most usable if combined with neighboring properties. By itself, its shape is considered a limiting factor. The Donation has a usable shape but is impacted by required setbacks from Burnt Bridge Creek and wetlands. The southeastern edge of the Donation borders the creek, and the setback affects the southern portion of the property. A category III wetland is also contained in this setback area, and the wetland setback extends to include most of the remaining portions of this site. The city of Vancouver provides some allowance for the impact of critical areas if they deny economic use, and some use is allowed. The degree of use must be described by specific study. Therefore, the degree of impact cannot be determined within the scope of this appraisal. Other than this there are no unusual site characteristics known to the appraiser that affect the value or marketability of the site.

Regional Overview



Regional Map

Regional Data – Portland MSA

Introduction

The Portland-Vancouver Metropolitan Statistical Area (MSA) is comprised of Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon, and Clark and Skamania Counties in Washington. The MSA is located at the confluence of the Columbia and Willamette Rivers with the Cascade mountain range to the east. The Portland-Vancouver MSA has an estimated 2017 population of over 2.4 million residents and is part of a state and area that is generally growing faster than the US average.

The five counties that comprise the Oregon-portion of the Portland Metropolitan Statistical Area are home to 60% of Oregon residents and statewide jobs, thus making the area the state's largest and most vibrant economic region.

The metro area has a very diverse industrial basis compared with other large cities across the country and similar to the U.S. as a whole. When compared to the US overall, Portland has a slightly larger share of jobs in goods-producing industries like construction and manufacturing.

Location & Topography

The Portland MSA is 70 miles east of the Pacific Ocean at the northern end of Oregon's most populated region, the Willamette Valley. Downtown Portland straddles the banks of the Willamette River, which flows north through the city center, separating the east and west sections of the city before veering northwest to join with the Columbia River less than 10 miles from downtown. The Columbia River serves as the natural boundary between the states of Washington and Oregon and consequently divides the city of Portland from its most populated suburb of Vancouver, Washington.

Portland is situated near the foothills of the Tualatin Mountains, also called the West Hills and the Southwest Hills, which pierce through the northwest and southwest regions of the city. Council Crest Park, the tallest point within city limits, is in the West Hills and rises to an elevation of 1,073 feet.

To the west of the Tualatin Mountains lies the Oregon Coast Range, and to the east lies the actively volcanic Cascade Range. On clear days Mt. Hood and Mt. St. Helens, dominate the horizon while Mt. Adams and Mt. Rainier are also sometimes visible in the distance.

The below chart presents demographic and economic data for the US, State and MSA geographic areas for comparative purposes with respect to the area immediately surrounding the subject property as described later in the report.

DEMOGRAPHIC AND ECONOMIC SUMMARY PROFILE							
DESCRIPTION	US	Oregon	Portland MSA	DESCRIPTION	US	Oregon	Portland MSA
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	281,421,906	3,421,399	1,927,881	2017	\$80,675	\$75,700	\$87,053
2010 Population	308,745,538	3,831,074	2,226,009	2022	\$91,585	\$86,834	\$99,632
2017 Population	327,514,334	4,122,334	2,438,192	Annual Change 2017-2022	2.57%	2.78%	2.74%
2022 Population	341,323,594	4,339,669	2,595,007	MEDIAN HOUSEHOLD INCOME			
Annual Change 2000-2010	0.93%	1.14%	1.45%	2017	\$56,124	\$55,012	\$63,671
Annual Change 2010-2017	0.85%	1.05%	1.31%	2022	\$62,316	\$62,633	\$75,159
Annual Change 2017-2022	0.83%	1.03%	1.25%	Annual Change 2017-2022	2.12%	2.63%	3.37%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	40,267,984	533,533	252,218	2017	\$30,820	\$30,179	\$33,937
2017 Population	51,112,814	702,319	349,221	2022	\$34,828	\$34,452	\$38,647
2022 Population	60,125,156	840,919	427,662	Annual Change 2017-2022	2.48%	2.68%	2.63%
Annual Change 2010-2017	3.47%	4.00%	4.76%	2017 HOUSEHOLDS BY INCOME			
Annual Change 2017-2022	3.30%	3.67%	4.14%	Household Income Base	123,157,201	1,619,789	939,464
HOUSEHOLDS				<\$15,000	11.5%	11.1%	8.9%
2000 Households	105,480,101	1,333,723	745,531	\$15,000-\$24,999	10.0%	10.2%	8.2%
2010 Households	116,716,292	1,518,938	867,794	\$25,000-\$34,999	9.7%	10.4%	8.8%
2017 Households	123,158,887	1,619,793	939,464	\$35,000-\$49,999	13.1%	13.1%	12.2%
2022 Households	128,069,416	1,701,088	996,972	\$50,000-\$74,999	17.8%	18.8%	18.7%
Annual Change 2000-2010	1.02%	1.31%	1.53%	\$75,000-\$99,999	12.4%	12.9%	14.1%
Annual Change 2010-2017	0.77%	0.92%	1.14%	\$100,000-\$149,999	13.9%	13.6%	15.9%
Annual Change 2017-2022	0.79%	0.98%	1.20%	\$150,000-\$199,999	5.7%	4.9%	6.4%
HOUSING UNITS (2017)				\$200,000 or greater	6.1%	5.0%	6.9%
Total Housing Units	123,158,887	1,619,793	939,464	MEDIAN HOME VALUE			
Owner Occupied	55.6%	54.4%	56.2%	2017	\$207,344	\$279,548	\$311,849
Renter Occupied	33.1%	36.6%	38.3%	2022	\$247,785	\$342,529	\$369,089
Vacant Housing Units	11.3%	9.0%	5.5%	Annual Change 2017-2022	3.63%	4.15%	3.43%
HOUSING UNITS (2022)				AVERAGE HOME VALUE			
Total Housing Units	128,069,416	1,701,088	996,972	2017	\$286,484	\$327,722	\$362,068
Owner Occupied	55.2%	54.2%	56.1%	2022	\$330,843	\$393,909	\$428,717
Renter Occupied	33.1%	36.7%	38.5%	Annual Change 2017-2022	2.92%	3.75%	3.44%
Vacant Housing Units	11.6%	9.0%	5.5%	HOUSING UNITS BY UNITS IN STRUCTURE			
HOUSING UNITS BY YEAR BUILT				1 - Detached	81,840,073	1,073,900	577,581
2010 or Later	1,315,426	14,632	8,960	1 - Attached	7,725,793	74,591	48,486
2000 to 2009	19,803,260	259,743	150,623	2	4,976,158	48,441	27,708
1990-1999	18,512,067	290,218	176,340	3 or 4	5,880,728	74,354	43,524
1980-1989	18,346,272	186,335	109,234	5 to 9	6,341,597	74,377	50,907
1970-1979	20,978,482	334,695	168,416	10 to 19	5,950,183	61,664	45,588
1960-1969	14,626,326	164,086	85,679	20 to 49	4,732,441	52,160	35,886
1950-1959	14,374,462	142,308	69,667	50 or greater	6,678,112	82,251	63,932
1940-1949	7,119,373	94,957	46,034	Mobile Home	8,506,996	139,459	38,900
1939 or Earlier	17,665,365	198,840	118,935	Boat/RV/Van	108,952	4,617	1,376

Source: Esri

Demographic Data & Forecast

In the 1980s, a marked economic decline, particularly in logging and forest products, stemmed the flow of migrants to Oregon and resulted in a slower pace of growth for Oregon (7.9%) compared to the nation (10.4%). During the following decade, population growth in the Portland metropolitan area outpaced the national average with 13.6% growth. Bolstered by strong employment growth and amenity-driven migration, both the Portland metro and the state of Oregon sustained impressive growth during the 1990s.

While Portland's population growth still ranks among the most robust in the nation due to strong net-migration trends, annual job growth has begun to trend downward over the past two years (largely due to full employment) and Oregon's population growth is expected to continue at a slower pace for at least the next several years. Based on the current forecast, Oregon's population will reach 4.34 million in the year 2022 with an average annual rate of growth of 1.03% between 2017 and 2022. Oregon's economic condition heavily influences the state's population growth, determining its ability to retain a local work force as well as attract job seekers from other states and beyond. As Oregon's total fertility rate remains below the replacement level and deaths continue to rise due to the aging population, long-term growth comes from net-in migration.

Population Trend & Forecast (Annual Average Rate of Change by Period)*							
	2000	Annual % Δ	2010	Annual % Δ	2017	Annual % Δ	2022
US	281,421,906	0.93%	308,745,538	0.84%	327,323,594	0.84%	341,323,594
State of Oregon	3,429,708	1.13%	3,838,957	1.02%	4,122,334	1.03%	4,339,669
State of Washington	5,910,512	1.33%	6,744,496	1.16%	7,311,450	1.13%	7,733,706
Salem MSA (Marion-Polk Counties)	348,007	1.18%	391,487	0.97%	418,765	0.99%	439,977
Albany-Corvallis-Lebanon, CSA	181,222	1.10%	202,251	0.75%	213,150	0.79%	221,756
Eugene MSA (Lane County)	323,492	0.84%	351,852	0.80%	372,145	0.88%	388,754
Medford MSA (Jackson County)	181,775	1.13%	203,421	0.91%	216,670	0.98%	227,460
Clackamas County, OR	338,347	1.06%	375,992	1.31%	411,843	1.24%	437,950
Columbia County, OR	43,560	1.26%	49,351	0.38%	50,668	0.46%	51,853
Multnomah County, OR	660,516	1.08%	735,334	1.24%	801,725	1.19%	850,391
Washington County, OR	445,356	1.75%	529,710	1.49%	587,291	1.41%	629,931
Yamhill County, OR	84,992	1.56%	99,193	0.77%	104,675	0.78%	108,808
Clark County, WA	345,238	2.11%	425,363	1.45%	470,604	1.40%	504,392
Skamania County, WA	9,872	1.15%	11,066	0.41%	11,386	0.51%	11,682
Portland-Vancouver-Hillsboro, OR-WA MSA	1,927,881	1.45%	2,226,009	1.31%	2,438,192	1.25%	2,595,007

As shown in the previous table, Oregon and Washington have displayed reasonably similar growth patterns and both are expected to exceed the growth rates of the overall US over the next five years. However, in general the State of Washington has grown at a slightly higher rate and is projected to continue growing at a slightly higher rate. In the Portland-Vancouver MSA, the growth rates are mixed with Columbia County projected to essentially have little growth through 2022. Similarly, Yamhill County and Skamania County (Washington) are project to have slow growth through 2022. While Clark County (Washington) and

Washington County (Oregon) are projected to have the highest rates of growth through 2022.

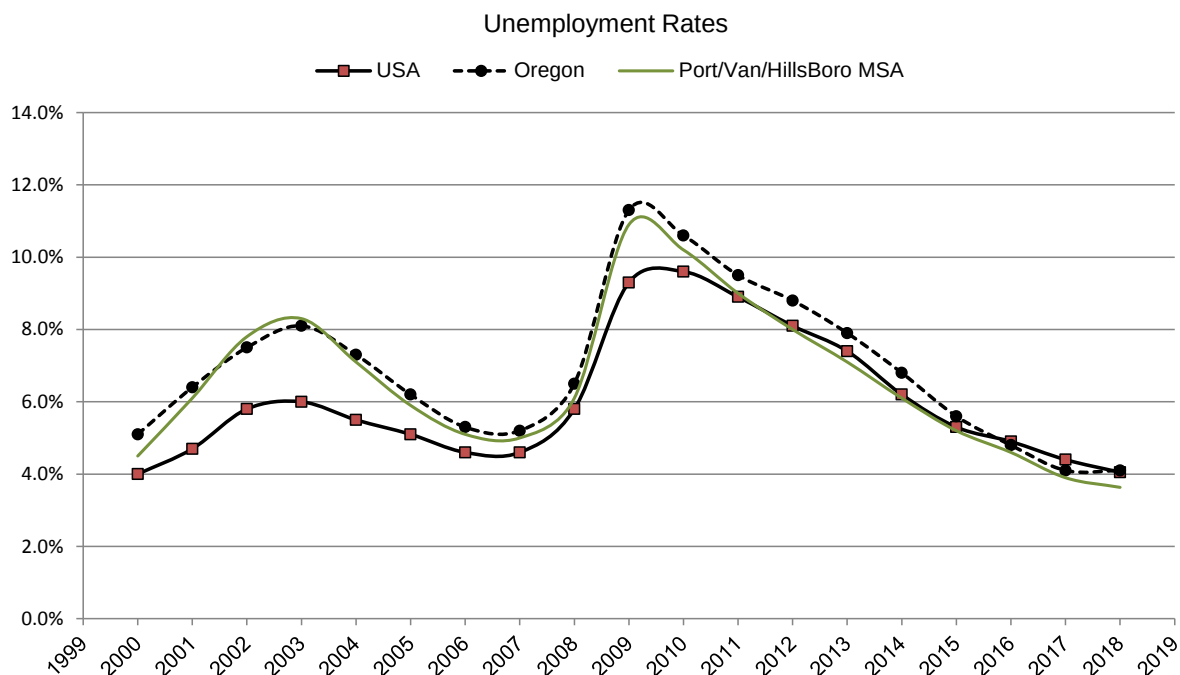
Economic Data

Early in its history, the Portland MSA economy was based on the Columbia and Willamette Rivers and their access to the Pacific Ocean. The town was a supply hub for area farming communities and a regional shipping center. The deep, fresh-water port helped the city establish itself as an important part of the growing lumber industry, and a number of manufacturing concerns settled there because of the ease of transportation. Today, Portland is the third largest export tonnage port on the West Coast.

Since the recovery, the Portland metropolitan area continues to add jobs and over the last 5 years have added jobs at a rate slightly above the state average. As growth prospects improve for the underlying economy, and with all of Oregon's regions adding jobs, growth is likely to pick up.

Employment Statistics

Oregon's unemployment rate was 4.1% in March 2018, unchanged from one year earlier. Likewise the unemployment in the Portland-Vancouver-Hillsboro MSA was 3.7% in March 2018 versus approximately 3.7% in March 2017. In general, the current unemployment rates for the US are near the lows seen in the pre-recession period of 2006 and 2007 and within the Portland PMSA, they are below the previous lows.



Employment Trends

The following chart summarizes nonfarm employment trends in Oregon and the Portland Metro area. Employment has grown 17.0% over the last seven years within the State of Oregon while employment has grown at a higher rate in the Portland Metro area at 19.8%.

As the labor market becomes tight, job growth must slow, as there is no longer a large, available employment pool because most everyone already is employed. Over the last two years, annual job growth has started to cool with 2.4% growth in 2017, down from 3.0% in 2016 and 3.4% in 2015. Over the last seven years, annual job growth has averaged about 2.8% in the Portland Metro area.

Sectors with the highest growth rate include natural resources and mining, construction, and professional and business services. The growth of these sectors is undoubtedly linked to improvement in the real estate markets over the last five years.

Employment by Industry Trends

	State of Oregon					Portland-Vancouver MSA				
	2010	% Total	2017	% Total	2010-17 % Change	2010	% Total	2017	% Total	2010-17 % Change
Total nonfarm employment	1,601,333	100.0%	1,873,025	100.0%	17.0%	979,200	100.0%	1,172,900	100.0%	19.8%
Total private	1,301,775	81.3%	1,564,150	83.5%	20.2%	831,800	84.9%	1,016,700	86.7%	22.2%
Mining, logging, and construction	73,942	4.6%	104,658	5.6%	41.5%	46,700	4.8%	68,200	5.8%	46.0%
Mining and logging	6,325	0.4%	7,017	0.4%	10.9%	1,100	0.1%	1,300	0.1%	18.2%
Construction	67,617	4.2%	97,642	5.2%	44.4%	45,600	4.7%	66,900	5.7%	46.7%
Manufacturing	163,875	10.2%	189,767	10.1%	15.8%	107,100	10.9%	123,200	10.5%	15.0%
Durable goods	114,925	7.2%	131,542	7.0%	14.5%	79,700	8.1%	90,500	7.7%	13.6%
Nondurable goods	48,950	3.1%	58,225	3.1%	18.9%	27,400	2.8%	32,800	2.8%	19.7%
Trade, transportation, and utilities	303,750	19.0%	350,667	18.7%	15.4%	185,400	18.9%	215,800	18.4%	16.4%
Wholesale trade	67,058	4.2%	76,692	4.1%	14.4%	50,100	5.1%	57,300	4.9%	14.4%
Retail trade	184,167	11.5%	210,883	11.3%	14.5%	102,000	10.4%	118,900	10.1%	16.6%
Transportation, warehousing, and utilities	52,525	3.3%	63,092	3.4%	20.1%	33,400	3.4%	39,500	3.4%	18.3%
Information	31,725	2.0%	34,133	1.8%	7.6%	22,700	2.3%	25,700	2.2%	13.2%
Financial activities	93,192	5.8%	99,625	5.3%	6.9%	62,200	6.4%	70,300	6.0%	13.0%
Finance and insurance	56,025	3.5%	57,442	3.1%	2.5%	40,100	4.1%	43,100	3.7%	7.5%
Real estate and rental and leasing	37,167	2.3%	42,183	2.3%	13.5%	22,100	2.3%	27,200	2.3%	23.1%
Professional and business services	188,483	11.8%	243,267	13.0%	29.1%	136,100	13.9%	180,600	15.4%	32.7%
Professional and technical services	71,108	4.4%	94,650	5.1%	33.1%	54,000	5.5%	74,900	6.4%	38.7%
Management of companies and enterprises	35,125	2.2%	47,083	2.5%	34.0%	27,900	2.8%	39,800	3.4%	42.7%
Administrative and waste services	82,250	5.1%	101,533	5.4%	23.4%	54,100	5.5%	65,900	5.6%	21.8%
Education and health services	227,875	14.2%	272,583	14.6%	19.6%	142,400	14.5%	169,300	14.4%	18.9%
Educational services	31,817	2.0%	35,892	1.9%	12.8%	25,100	2.6%	28,300	2.4%	12.7%
Health care and social assistance	196,058	12.2%	236,692	12.6%	20.7%	117,300	12.0%	141,000	12.0%	20.2%
Leisure and hospitality	162,383	10.1%	206,058	11.0%	26.9%	94,600	9.7%	122,100	10.4%	29.1%
Arts, entertainment, and recreation	21,433	1.3%	26,833	1.4%	25.2%	13,700	1.4%	17,300	1.5%	26.3%
Accommodation and food services	140,950	8.8%	179,225	9.6%	27.2%	80,900	8.3%	104,800	8.9%	29.5%
Other services	56,558	3.5%	63,458	3.4%	12.2%	34,800	3.6%	41,500	3.5%	19.3%
Government	299,558	18.7%	308,875	16.5%	3.1%	147,400	15.1%	156,200	13.3%	6.0%
Federal government	30,533	1.9%	28,167	1.5%	-7.8%	18,600	1.9%	18,200	1.6%	-2.2%
State government	79,650	5.0%	56,350	3.0%	-29.3%	22,800	2.3%	19,700	1.7%	-13.6%
Local government	189,375	11.8%	224,358	12.0%	18.5%	106,000	10.8%	118,400	10.1%	11.7%

State and National Economic Forecast

% Change	2018 - Quarterly				Annual				
	Q1	Q2	Q3	Q4	2016	2017	2018	2019	2020
Oregon									
Total Nonfarm Employment	2.2	2.4	2.3	2.4	2.9	2.1	2.1	2.1	1.1
Wage & Salaries	4.6	4.4	4.1	4.0	2.3	2.1	4.2	4.1	4.0
Personal Income	4.1	4.6	4.2	4.3	2.6	2.1	4.0	4.3	3.9
Population	1.3	1.5	1.7	1.3	1.5	1.6	1.5	1.4	1.3
United States									
Total Nonfarm Employment	1.6	1.4	1.3	1.3	1.8	1.5	1.4	1.1	1.0
Wage & Salaries	3.9	4.3	4.4	4.5	2.9	3.1	4.3	4.2	4.3
Personal Income	5.4	4.8	4.7	4.6	2.4	3.1	4.5	4.6	4.6
Population	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8

Oregon Office of Economic Analysis - March 2018 Forecast

TOP EMPLOYERS

The largest MSA in Oregon provides a wide variety of employment options, with a long-term trend of slowly moving away from the traditional natural resource-based economy. The following employers are the largest in the Portland Metropolitan Area:

Largest Employers - Portland Metro Area				
Rank	Name	Local Employees	Industry	Headquarters
1	Intel	18,600	Computer Hardware	Santa Clara, Ca
2	Providence Health & Services	16,139	Government	Renton, WA
3	Oregon Health & Science University	14,963	Health Care	Portland, OR
4	Kaiser Permanente Northwest	11,898	Health Care	Portland, OR
5	Fred Meyer	10,813	Retail Grocery	Cincinnati, OH
6	Legacy Health System	8,700	Health Care	Portland, OR
7	Nike Inc.	8,500	Apparel Design and Manufacturing	Beaverton, OR
8	Portland Public Schools	6,135	Public K-12 Education	Portland, OR
9	Multnomah County	5,995	Government	Portland, OR
10	City of Portland	5,481	Government	Beaverton, OR
11	Beaverton School District	4,637	Public K-12 Education	Beaverton, OR
12	Wells Fargo	4,527	Banking	San Francisco, CA
13	PeaceHealth Southwest Medical Center	4,446	Health Care	Vancouver, WA
14	Portland Community College	3,906	Public Community College	Portland, OR
15	U.S. Bank	3,757	Banking	Minneapolis, MN

Source: Portland Business Journal 2016 Book of Lists

The top private employers in the region come from a diverse group of companies, from health care to financial institutions and from grocery chains to technology related companies. Intel employs more workers in the Portland region than any other market in the world. It is noted however that the federal, county and city governments are a substantial employment sector within the area.

HOSPITALS

There are 19 hospitals in the Portland Metro Area providing a wide variety of health care services to the surrounding community.

#	County	City	State	Name	Licensed Beds
1	Clackamas	Clackamas	OR	Kaiser Sunnyside Medical Center	196
2	Clackamas	Oregon City	OR	Providence Willamette Falls Medical Center	143
3	Clackamas	Tualatin	OR	Legacy Meridian Park Hospital	150
4	Multnomah	Gresham	OR	Legacy Mount Hood Medical Center	115
5	Multnomah	Portland	OR	Adventist Medical Center	302
6	Multnomah	Portland	OR	Doernbecher Children's Hospital	
7	Multnomah	Portland	OR	Legacy Emanuel Medical Center	554
8	Multnomah	Portland	OR	Legacy Good Samaritan Medical Center	539
9	Multnomah	Portland	OR	Oregon Health & Science University Hosp	560
10	Multnomah	Portland	OR	Providence Portland Medical Center	483
11	Multnomah	Portland	OR	Portland Shriners Hospital	
12	Multnomah	Portland	OR	Veterans Affairs Medical Center	
13	Washington	Forest Grove	OR	Tuality Forest Grove Hospital	215
14	Washington	Hillsboro	OR	Kaiser Westside Medical Center	126
15	Washington	Hillsboro	OR	Tuality Community Hospital	215
16	Washington	Portland	OR	Providence St. Vincent Medical Center	552
17	Yamhill	Newberg	OR	Providence Newberg Medical Center	40
18	Clark	Vancouver	WA	PeaceHealth Southwest Medical Center	450
19	Clark	Vancouver	WA	Legacy Salmon Creek Hospital	194



Shopping Malls/Centers

The following are shopping mall and shopping centers in the Portland PMSA. In general retail goods and services are abundant in the Portland Metro Area.

#	Shopping Mall / Center	City	Year Opened	SF	Stores
1	Bridgeport Village	Tigard	2005	465,000	82
2	Cascade Station	NE Portland	2007	800,000	43
3	Cedar Hills Crossing	Beaverton	1969	750,000	60
4	Clackamas Town Center	Clackamas	1981	1,230,000	172
5	Clackamas Promenade	Clackamas	1989	428,373	41
6	Eastport Plaza	SE Portland	1960	406,661	45
7	Jantzen Beach Center	N Portland	1972	684,543	39
8	Lloyd Center	NE Portland	1960	1,472,000	178
9	Mall 205	SE Portland	1970	477,000	40
10	Pioneer Place	Portland	1990	369,000	61
11	The Streets of Tanasbourne	Hillsboro	2004	368,000	41
12	Sunset Esplanade	Hillsboro	1989	362,874	35
13	Washington Square	Tigard	1973	1,458,734	170
14	Westfield	Vancouver	1977	883,000	140
15	Hazel Dell Towne Center	Vancouver	2004	388,081	36
16	Vancouver Plaza	Vancouver	1988	621,953	33



Education

The Portland Metra area has a diverse group of colleges and universities including Lewis & Clark College, Willamette University, Reed College, University of Portland, Portland Community College, Art Institute of Portland, Oregon Health and Science University Portland State University, Pacific University, Linfield College, George Fox University, Clackamas Community College, Mount Hood Community College, Clark College etc. In general, there is considerable opportunity for post high school education in the area.

Transportation

PUBLIC

While the Portland area suffers from rush-hour traffic congestion on major freeways and state highways, the area benefits from an extensive public transportation network. The TriMet bus system covers the city and its suburbs thoroughly. TriMet's 52-mile MAX (Metropolitan Area Express) offers light rail service throughout the metropolitan area. Since 2001, the Portland Streetcar has been serving the downtown and NW areas of Portland. With a recent expansion, it serves 9.35 miles and covers the Lloyd District and Central Eastside Industrial District as well. Portland Union Station is served by three scheduled Amtrak intercity passenger trains. These passenger trains link Portland with Seattle, Vancouver, B.C., and Eugene daily.

AIR & FREIGHT

Twenty minutes northeast of downtown Portland is the Portland International Airport (PDX), which has topped Conde Nast Traveler's ranking of the best U.S. airports and achieved the nation's highest marks for security, comfort, and design. Guidance of the airport falls to the Port of Portland, which also administers operations at two general-aviation airports: Hillsboro and Troutdale.

FREEWAY NETWORK

The Portland-Vancouver Metropolitan Statistical Area is serviced by a large network of freeways and state highways including I-5, which runs in a north/south direction through the Willamette Valley of Oregon, extending from California to Canada.

I-84 links with I-5 near the downtown area of Portland and runs in an east/west manner, east to Idaho. The I-205 loop traverses the Greater Portland Area east of I-5, through the areas of West Linn to the south, Oregon City, Gladstone, Johnson City, Clackamas, Happy Valley and SE and NE Portland. The freeway travels north across the Columbia River to the Washington communities of Ellsworth, Vancouver and Walnut Grove, finally linking back up with I-5 north of Vancouver.

I-405 covers the area west of the Willamette River, linking with I-5 at the southern and northern ends of downtown Portland. Various state

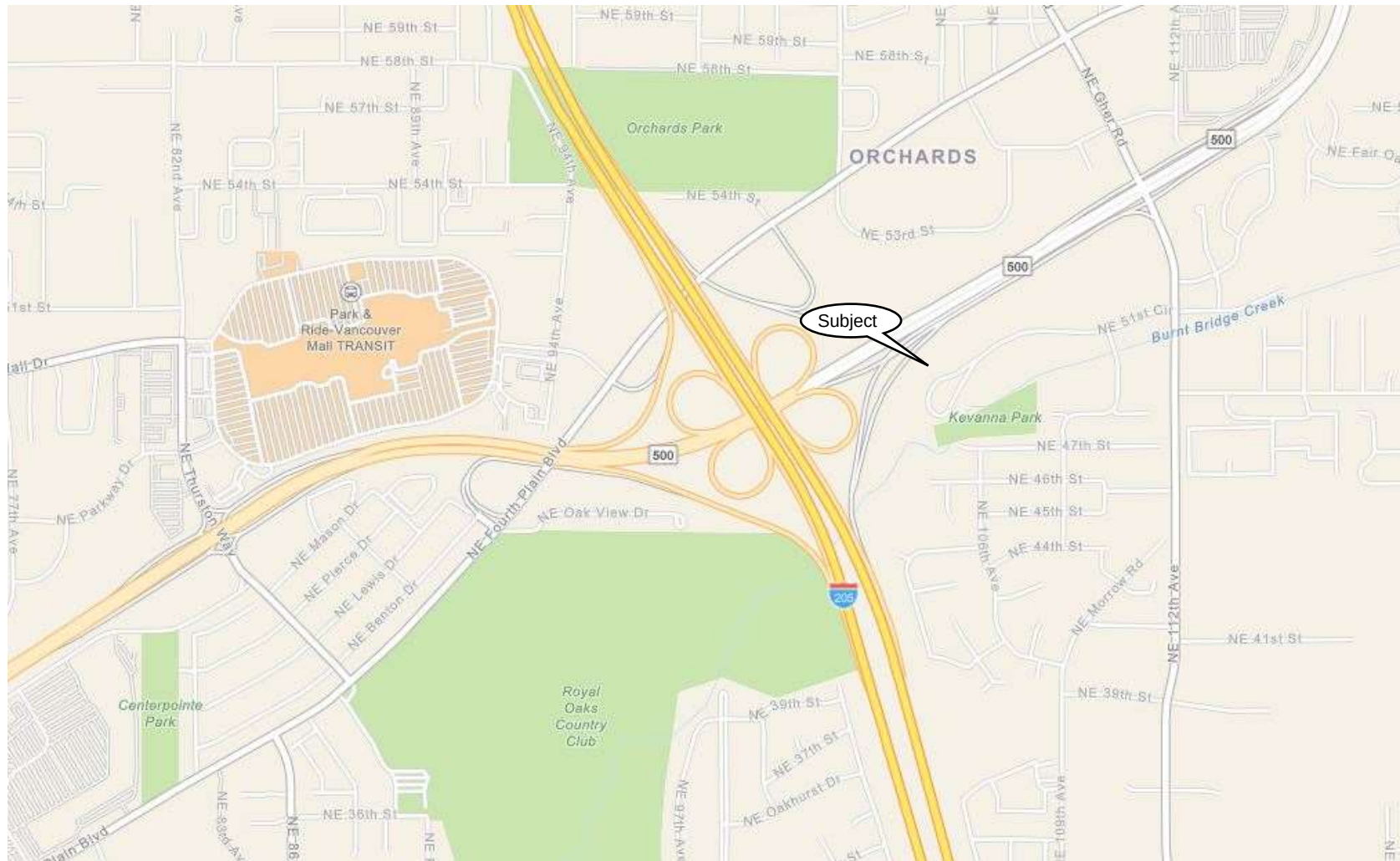
routes link the MSA with surrounding areas, including Highways 26 (west and southeast), 30 (northwest), and Oregon Route 217 (connects Highway 26 with I-5). Washington State Route 14 travels along the northern banks of the Columbia River from downtown Vancouver east to Camas and Washougal.

Summary

Oregon and the Portland Metro area is a desirable living environment due to its easy access to recreation, good transportation infrastructure, the availability of a skilled workforce, and a reasonably low cost of living.

In Oregon, the economic growth the state began to experience in 2013 has continued through 2017. This improvement was largely expected as the construction industry strengthened in both housing and commercial sectors and the need for professional and business services increased. Additionally most of the other sectors expanded but at a more moderate rate. While the rate of growth for some counties remains low most regions of the state are experiencing gains today. In general, the market is expected to continue improving with the greater US economy as positive trends in employment and population growth spur economic expansion.

Neighborhood & Competitive Market

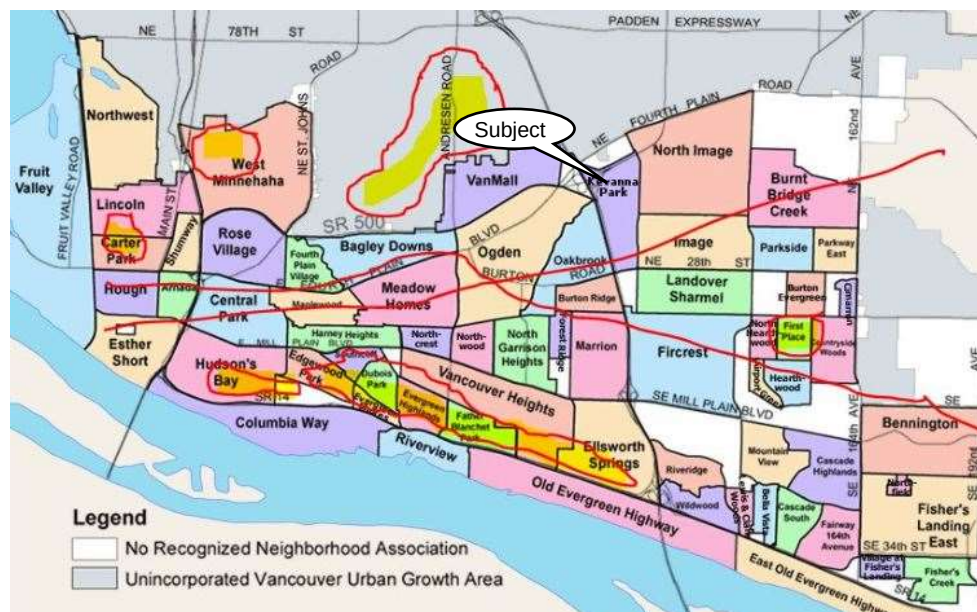


Expanded Neighborhood Map

Neighborhood & Competitive Market

Introduction

The subject is located in northern Vancouver within the Kevanna Park neighborhood, as shown in the following map. The City of Vancouver is divided by designated neighborhoods. The northern boundary of the neighboring planning district, the North neighborhood, is NE Fourth Plain Boulevard and the northern corporate boundary of Vancouver. The subject's neighborhood centers on Kevanna Park, a wooded 6.3-acre park located along Burnt Bridge Creek. The area consists mainly of single-family homes, a few apartment complexes, and commercial and light industrial uses along the major arterial frontages. South of the subject's location are several relatively new multifamily projects. As the trend continues, this use will likely extend north, shifting the character of the neighborhood to a more densely populated area. The largest new projects in this greater area are Four Seasons Central with 156 units completed in early 2018 and Overlook Park with 154 units completed in 2013. This change has created some neighborhood concern over traffic and the lack of buffers between land uses.

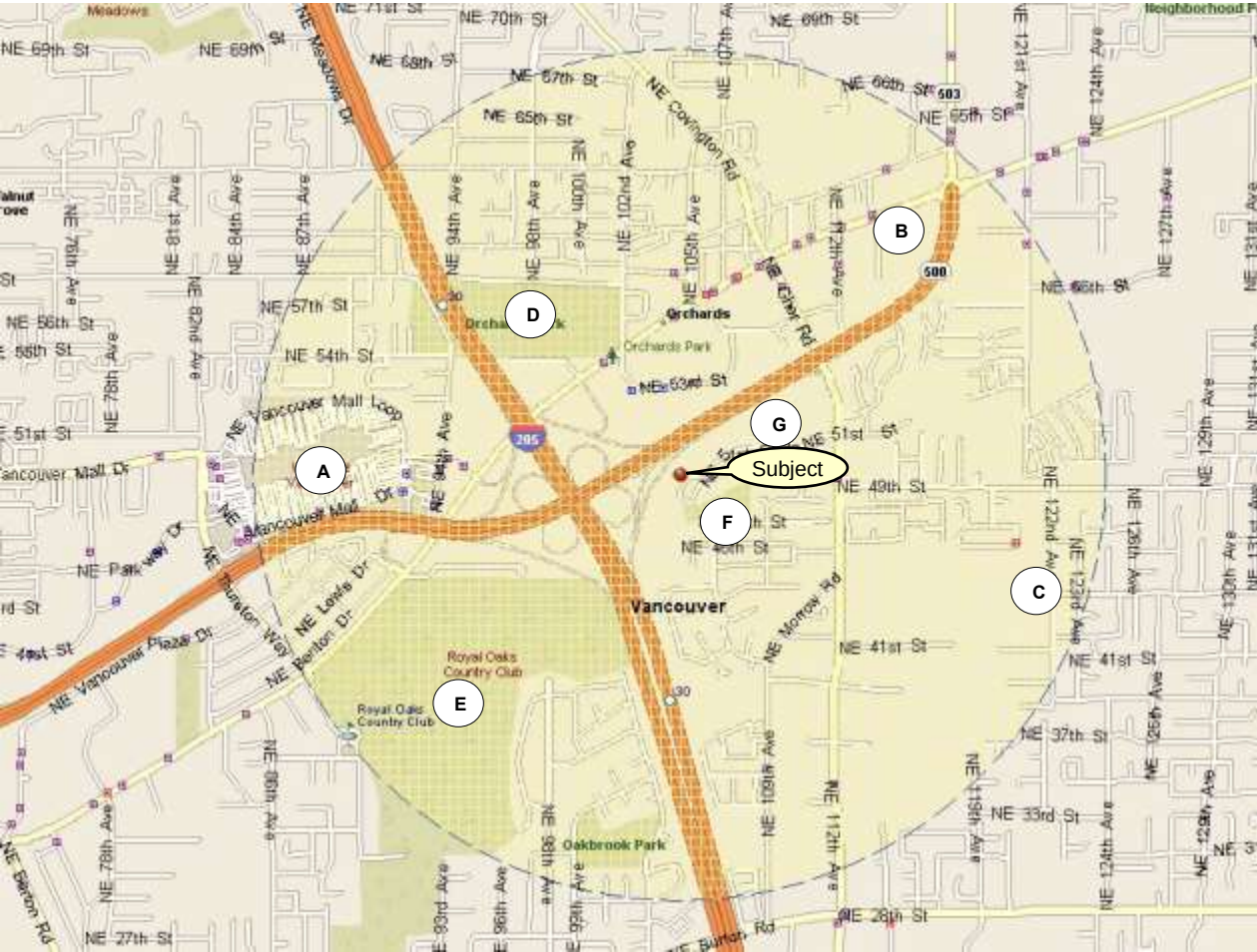


Access

The city is served by Interstate 5 (I-5), the region's primary north-south interstate highway, and Interstate 205 (I-205), a bypass route through central and eastern Vancouver; State Route 500, which bisects the city between I-5 and I-205; and State Route 14, which connects Vancouver with suburban and rural communities along the Columbia River. The subject's location is east of I-205 near its SR-500 interchange.

Neighborhood
Character

The following aerial map that follows provides a brief overview of land use elements and services that influence the neighborhood.



No.	Description
A	Westfield Vancouver Mall
B	Covington Middle School
C	Image Elementary School
D	Orchards Park
E	Royal Oaks Golf & Country Club
F	Kevanna Park
G	Washington State Patrol

The subject is located within the City of Vancouver. Its location places it about three-quarters of a mile east of Vancouver Mall, just over five miles northeast of the Vancouver CBD, four miles north of the I-205 Columbia River Bridge, and five and a half miles from the Portland International Airport.

The greater Vancouver area is part of the Portland/Hillsboro/Vancouver MSA. The Vancouver portion of the market includes south Clark County, those portions of the greater market on the north side (the Washington side) of the Columbia River. The Vancouver market is divided into two portions – West and East. The subject is in the East Vancouver portion of this market, but is near its western boundary.

**Immediate
Neighborhood
Boundaries**

The East Vancouver Market is generally describes as being east of Andresen Road. It extends as far north as NE Lucia Falls Road and includes Battleground. To the east, the boundary extends into a small portion of Skamania County but for analysis, data collected and used stops at the county line. To the south, the boundary is the Columbia River. The character of this market is described in more detail in the following section.

Apartment Market Analysis

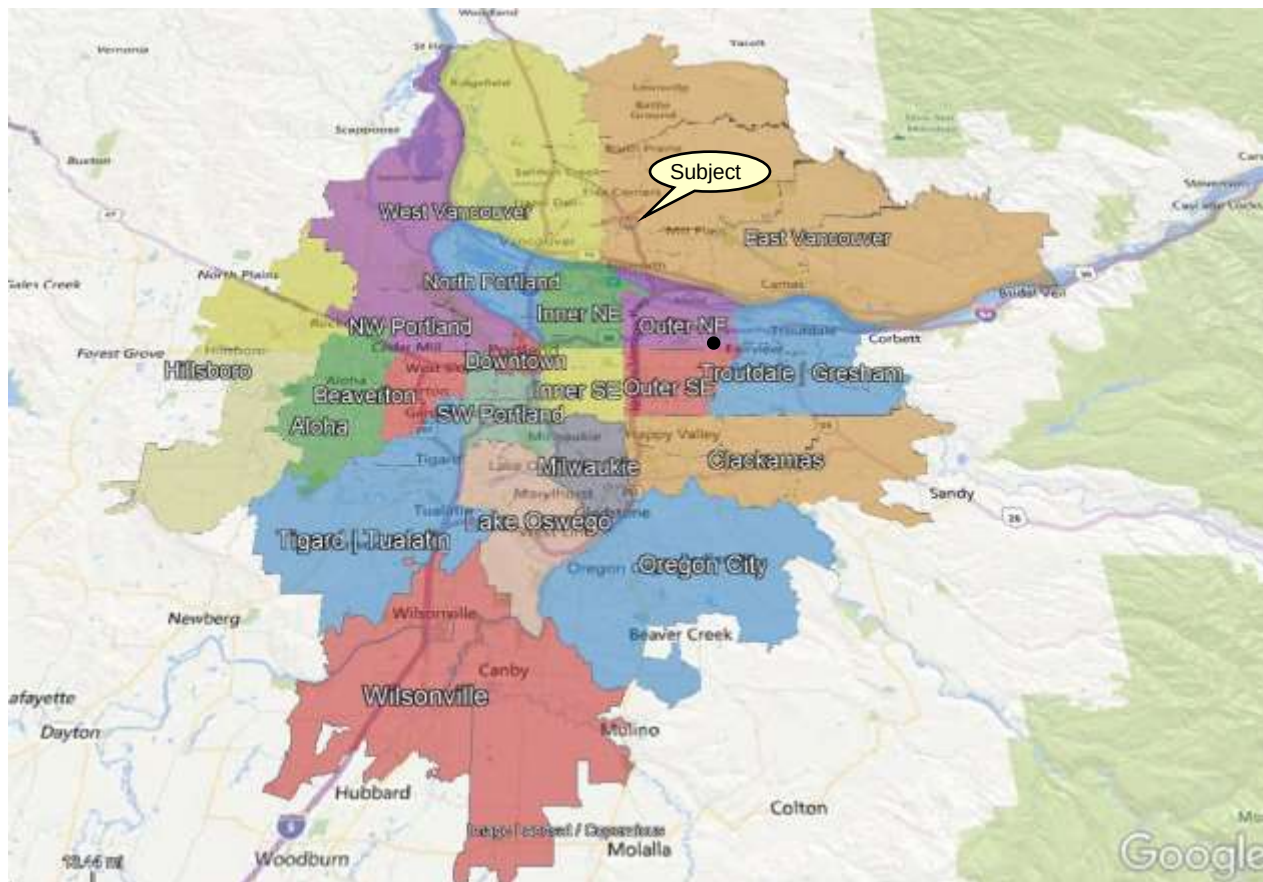
Apartment Market Analysis

Introduction

The following apartment multifamily metrics are based on several sources including CoStar (inventory) and the Metro Multifamily Housing Association (MMHA) Apartment Report (rent and vacancy trends). MMHA surveys their members and other participating properties throughout the greater Portland Metropolitan area twice a year, in the spring (March) and in the fall (September). The most recent information available at this time is their Multifamily *NW Spring 2018 Apartment Report*.

Portland Metro Submarkets

The subject is located within the western portion of the East Vancouver submarket as defined by the MMHA. This market is directly competitive with the West Vancouver. Because of the Columbia River, it is far less competitive with markets in other parts of the Portland Metro area such as the North Portland, Inner Northeast, and Outer Northeast markets as shown on the following map.



Regional Overview

According to the Multifamily NW Spring 2018 Apartment Report, vacancy is up, rents are down from historic high levels, and new units keep getting delivered. The Portland area is in the midst of one of the strongest economies and building cycles in decades, and the trends bode well for improving affordability in the apartment market. Prospective residents who can afford the higher rent rates in new projects, are no longer competing with prospects for class B and C apartments. With increasingly less competition for lower priced units, availability for affordable units is on the rise. New multifamily development has created a more balanced market, as supply meets demand. The construction pipeline has over 40,000 units slated. However, with market conditions weakening, new inclusionary zoning regulations in Portland, and construction costs escalating, it's expected that some projects will never be delivered.

The Portland area unemployment rate is still seeing record lows, and household income growth is strong. Average operating expenses per unit have increased 6% year over year, as rent growth has stalled, putting downward pressure on net operating income. For-sale inventory for apartments remains low, as demand remains high. The number of closed transactions in Portland Metro continues to decrease. Only 62 closed sales in 1Q2018, compared to over 100 in each of the three previous quarters. Cap rates are also declining, averaging 5.15% in 1Q2018. The median price per unit in 1Q2018 was \$152,000 and the median price per square foot was \$171.



Vacancy Trends

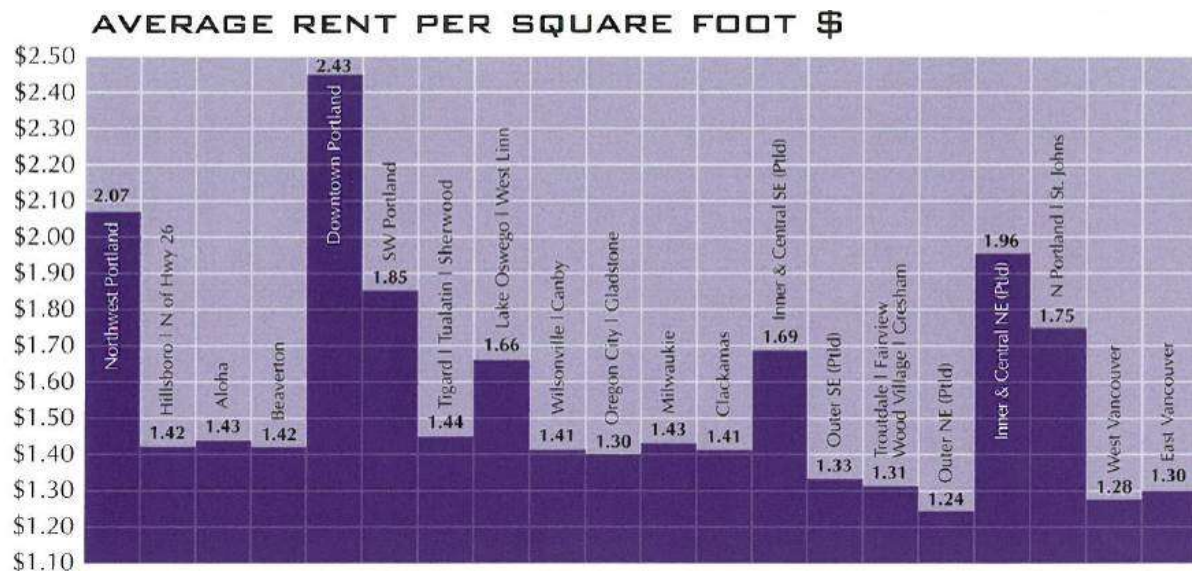
The Portland/Vancouver vacancy factor increased by 48 basis points from Fall 2017, and currently stands at 4.9%. The Outer Northeast, Troutdale and North Portland/St. Johns areas have the lowest vacancy factors, all below 4%. Downtown is pushing close to 7% vacant, followed by Northwest and Clackamas, with vacancy over 6%. Two-bedroom,

townhouse style units have the best occupancy of all unit types, with average vacancy of 3.9%. Studio units have the highest vacancy of 5.75%.

Please note that this survey excludes new projects in the lease-up phase that haven't reached stability. Numerous sources are reporting slower than anticipated absorption, increasingly aggressive concessions and competition in many close-in neighborhoods.

Rent Trends

Total average rent rates have declined for the first time since 2010. Seven of the 20 areas surveyed experienced rent declines, while most of the remaining areas stayed the same, or had minimal increases. Two areas that saw stronger increases were Lake Oswego, with an 8% bump, and Inner and Central Northeast, with a 7% bump. Aloha and Wilsonville led the declining areas, with 3% reductions. There is no question that overall rent growth in the Metro area has peaked. Projections of 4% or 5% rent growth for 2018 are starting to look overly optimistic.



Average rent per square foot for all areas combined is \$1.56/ The Downtown core continues to have the highest rates at \$2.43, with NW Portland coming in second at \$2.07. Outer NE Portland and West Vancouver have the lowest rates, at \$1.24 and \$1.28, respectively.

APARTMENT MARKET OVERVIEW

Construction Activity*	Before 2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	Forecast			
														2018	2019	2020	2021
Portland Regional	150,390	1,525	2,139	3,098	832	435	1,910	3,193	3,939	4,005	5,708	4,726	2,156	5,978	4,746	3,815	3,794
Portland - Urban	45,978	63	1,105	2,155	324	31	627	1,313	1,750	3,090	3,932	2,369	1,270	2,283	4,144	2,412	2,594
Outlying - South & East	43,393	565	304	232	240	302	591	331	476	6	108	1,073	238	409	113	277	338
Outlying - West	38,682	533	48	330	217	102	370	823	937	581	809	427	300	816	185	310	351
Vancouver/WA State	22,337	364	682	381	51	-	322	726	776	328	859	857	348	314	304	816	511

*Deliveries net of conversions and demolitions

Source: CoStar

Inventory (Net of Conversions)* / Vacancy History														
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	
Portland Regional	150,390	151,915	154,054	157,152	157,984	158,419	160,329	163,522	167,461	171,466	177,174	181,900	184,056	
Market Vacancy	4.0%	4.3%	5.6%	6.3%	4.9%	5.2%	5.5%	5.2%	4.6%	4.9%	6.3%	6.1%	6.2%	
Portland - Urban	45,978	46,041	47,146	49,301	49,625	49,656	50,283	51,596	53,346	56,436	60,368	62,737	64,007	
Market Vacancy	3.8%	3.7%	5.4%	6.6%	5.0%	5.0%	5.4%	5.4%	5.1%	5.8%	8.5%	7.2%	7.3%	
Downtown Portland	5,122	5,133	5,589	6,428	6,407	6,407	6,617	6,617	6,782	7,905	8,691	9,088	9,480	
North Portland	1,830	1,830	1,818	1,898	2,089	2,094	2,100	2,187	2,595	2,842	2,932	3,035	3,035	
Northeast Portland	2,901	2,913	3,091	3,095	3,185	3,211	3,296	3,603	3,916	4,218	4,859	4,969	5,021	
Central Northeast	3,588	3,588	3,474	3,513	3,513	3,513	3,571	3,618	3,668	3,743	3,816	3,866	3,866	
East Portland	8,831	8,851	8,981	9,133	9,163	9,163	9,210	9,210	9,222	9,337	9,487	9,487	9,541	
Southeast Portland	12,151	12,151	12,289	12,367	12,401	12,401	12,477	12,951	13,826	14,209	14,970	16,013	16,457	
Southwest Portland	3,846	3,846	4,175	4,762	4,762	4,762	4,791	4,935	4,947	5,064	5,887	6,197	6,261	
Northwest Portland	7,709	7,729	7,729	8,105	8,105	8,105	8,227	8,562	8,798	9,365	9,816	10,185	10,346	
Outlying - South & East	43,393	43,958	44,262	44,494	44,734	45,036	45,627	45,958	46,434	46,440	46,548	47,621	47,859	
Market Vacancy	3.9%	4.5%	5.4%	6.4%	5.4%	5.4%	5.6%	4.8%	4.2%	4.3%	4.9%	5.4%	5.2%	
Outlying - West	38,682	39,215	39,263	39,593	39,810	39,912	40,282	41,105	42,042	42,623	43,432	43,859	44,159	
Market Vacancy	4.7%	4.8%	5.8%	6.1%	4.5%	5.3%	5.6%	5.7%	4.6%	4.6%	5.9%	6.0%	5.9%	
Vancouver/WA State	22,337	22,701	23,383	23,764	23,815	23,815	24,137	24,863	25,639	25,967	26,826	27,683	28,031	
% of Total	14.9%	14.9%	15.2%	15.1%	15.1%	15.0%	15.1%	15.2%	15.3%	15.1%	15.1%	15.2%	15.2%	
Market Vacancy	3.6%	4.2%	6.2%	6.1%	4.7%	5.2%	5.3%	4.9%	4.2%	4.3%	4.5%	5.0%	5.5%	

*Source: CoStar

Absorption History													
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	
Portland Regional	1,043	(9)	1,808	3,011	(43)	1,396	3,404	4,853	3,307	2,950	4,738	1,996	
Portland - Urban	96	244	1,454	1,117	21	390	1,234	1,830	2,516	2,098	2,990	1,123	
Outlying - South & East	265	(115)	(221)	700	249	497	652	746	(21)	(170)	745	347	
Outlying - West	473	(320)	177	825	(204)	228	735	1,357	527	239	330	340	
Vancouver/WA State	209	182	398	367	(109)	281	783	920	285	784	673	187	

Source: CoStar, County records, adjusted by known projects not included in CoStar

Market Conditions

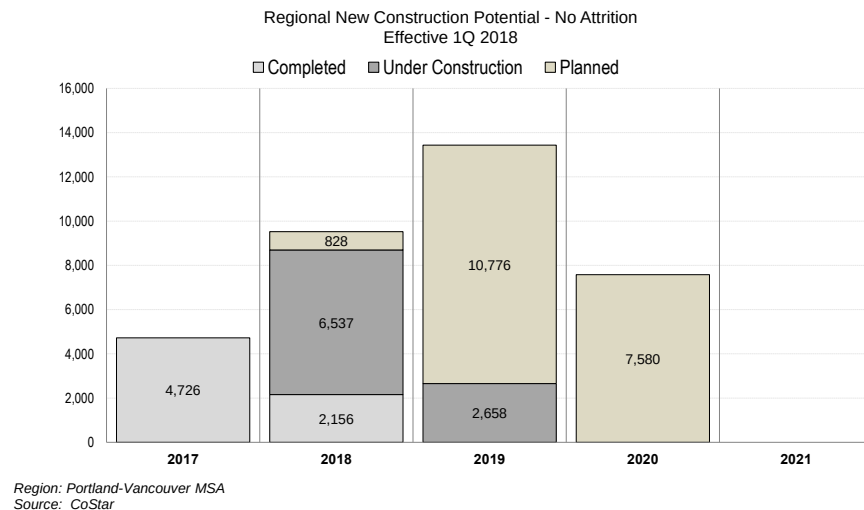
Over 10% of all properties regionally are offering rental incentives. This has nearly doubled since the Fall report. Concessions are no longer limited to new lease-ups, but have become more prevalent in stabilized properties across the region. The average number of days that a unit will stay vacant for the entire Metro area is 35. East Vancouver is 56 days, Aloha is 63 days, and Clackamas, with 91 days, is particularly slow for re-renting. The Outer Southeast and Northeast areas enjoy the quickest turnover times of 17 days or less. (They also have some of the lowest rents in the area.)

Operating Expenses

This Multifamily *NW Apartment Report* includes the annual survey of apartment operating expenses. The numbers are derived from 2017 year-end operating statements at 104 stabilized properties, representing 6,578 units throughout the Portland Metro area. Newer garden style apartments in Washington County have the highest per unit expenses at \$6,536, while garden style units in Multnomah County have the lowest per unit expenses of \$4,359. Property taxes average \$1,203 per unit. Insurance expenses average \$218 per unit, and total expenses average \$5,562, up 6% from \$5,255 one year ago.

Regional Inventory

According to current CoStar figures, there are about 184,000 market rate units regionally as shown on the previous table. Of these, about 64,000 (about 35% of the regional inventory) are located within the Urban-Portland submarkets, which roughly corresponds to the City of Portland. An analysis of the CoStar pipeline database indicates the following estimates of units currently under construction and proposed through 2021.



Pipeline Trends

There are currently an estimated 9,195 units under construction and 19,184 units tracked as proposed with potential for delivery by 2020, though proposed deliveries carry a wide margin of uncertainty. Combined, CoStar estimates the construction pipeline at nearly 28,400 units through 2020. The compares with the Multifamily *NW Spring 2018 Apartment Report*, that estimates the pipeline at over 40,000 units and a recent report by Johnson Economics, which estimates the pipeline at nearly 43,737 units through 2021.



As shown above, if the roughly 16,000 proposed projects in 2021 were excluded, the Johnson Economics pipeline total would be about 27,700 – similar to the CoStar total through 2020.

Pipeline Trends

As described earlier, the Johnson Economics apartment pipeline currently includes a total of 43,737 units. During the fourth quarter, 17 new projects were added to the pipeline database with roughly 1,800 units, while 21 projects with 1,400 units were completed. The greatest pipeline increase over the quarter was on the Close-in Westside, roughly equivalent to the urban portion of West Portland. The pipeline in this submarket increased by nearly 1,600 units over the quarter, bringing its total to over 12,000 units (28% of the regional pipeline). Three new projects with pre-application conferences were added, including a 296-unit project in Goose Hollow, and a 150-unit complex in the Pearl District. If these move on to file formal land use applications, they will be the first 20+ unit proposals in Portland since the inclusionary zoning mandate took effect in February.

Capacity constraints in the construction industry and at planning and building departments have caused projects to move more slowly through the pipeline. Based on preliminary delivery estimates for projects currently in the pipeline, the output is likely to increase over the coming year. However, with softening market fundamentals, we expect many of the projects to be shelved or scrapped. Therefore, it is expected that these estimates will be revised in future reports.

The following chart illustrates the regional market impacts if new supply over the next five years is limited to 6,000 units per year and net absorption stays at 4,600 units, which is the 2017 average of Multifamily NW and CoStar calculations. We also average the two datasets for historical occupancy and rent growth rates. The scenario suggests a vacancy rate of above 6% in 2019 and above 7% in 2021. Based on the historical relationship between vacancy and rent growth, this should lead to flat rent growth by 2019, and rent declines in following years.



Millennials

Future apartment absorption in the Portland Metro area is heavily dependent on the housing preferences of the two largest generational cohorts: the baby boomers and the millennials. Millennials have been credited for much of the surge in apartment demand in recent years, and the question is whether this cohort will continue to drive demand, or if they are ready to move into ownership housing.

If the cusp of the millennial wave currently is 27 to 28 years old, we can assume that the wave of millennial move-outs (household formation) is already behind us. Though research has shown that millennials tend to live

with their parents longer than previous generations, even after they have become financially able to form their own households, the large majority are out by the time they are 27. A national study from 2014 revealed that nearly 80% of early millennials (born 1980-1984) were moved out before turning 27. In fact, 90% had moved out (78% by age 23), but many were at some point forced to move back in due to economic hardship in the wake of the 2008 recession (the respondents reached age 27 between 2007 and 2011).

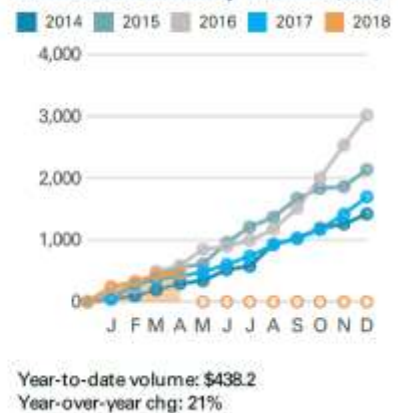
Investment Activity

The following investment trends are based on Real Capital Analytics, Trends & Trades report for 2Q 2018 to date. Sales volume hit a record peak in 2016 at about three billion in transaction activity, then dropped off significantly in 2017 – mostly a result of lack of inventory; however this is beginning to change. Year to date sales volume is up 21% over the same period last year. A combination of factors is causing owners who have plans to sell, to think about doing it now. These include flattening rents, increased concessions, more vacancy and higher operating costs (especially taxes).

Current Market Statistics

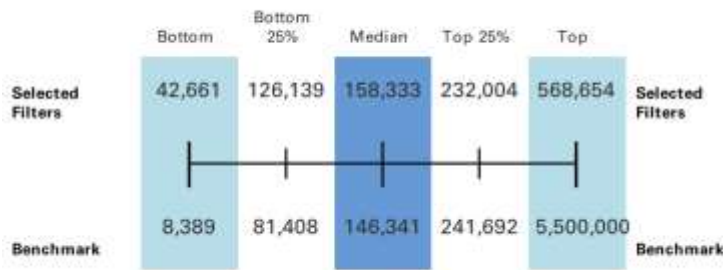
	Q2 '18 to Date	Deals Pending	Combined Total	Last Quarter
Vol (\$m)	23.5		23.5	438.2
# Props	4		4	30
Total sf	250		250	2,070
Avg Price/unit*	94,067		94,067	205,724
Avg Cap Rate*				4.7%

Cumulative Monthly Volume (\$m)



Over the past 12-months, the median price per unit in the Portland MSA was \$158,333 unit with a median capitalization rate of 5.3%. The following graphic shows the quartile distribution including the bottom and top 25%.

Price (\$ per units) | Quartile Distribution



Data based on prior 12 months.

Cap Rate (Yield) | Quartile Distribution

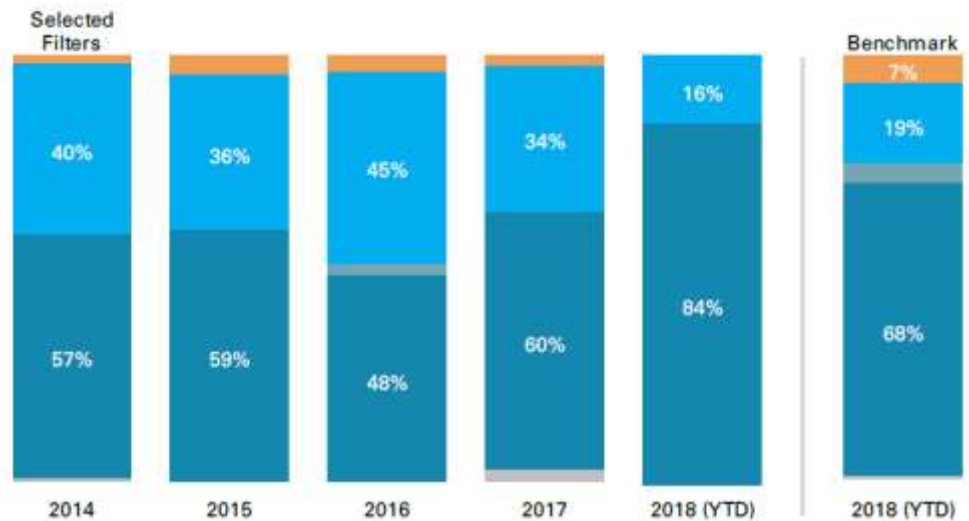


Data based on prior 12 months.

The ratio of institutional buyers has decreased from 45% in 2016 to 34% in 2017 and 16% of total sales volume YTD in 2018. The majority of buyers so far in 2018 are private buyers, whose share increased from 60% last year to 84% year to date.

Buyer Types

■ Cross-Border
 ■ Institutional
 ■ Public Listed/REITs
 ■ Private
 ■ User/Other

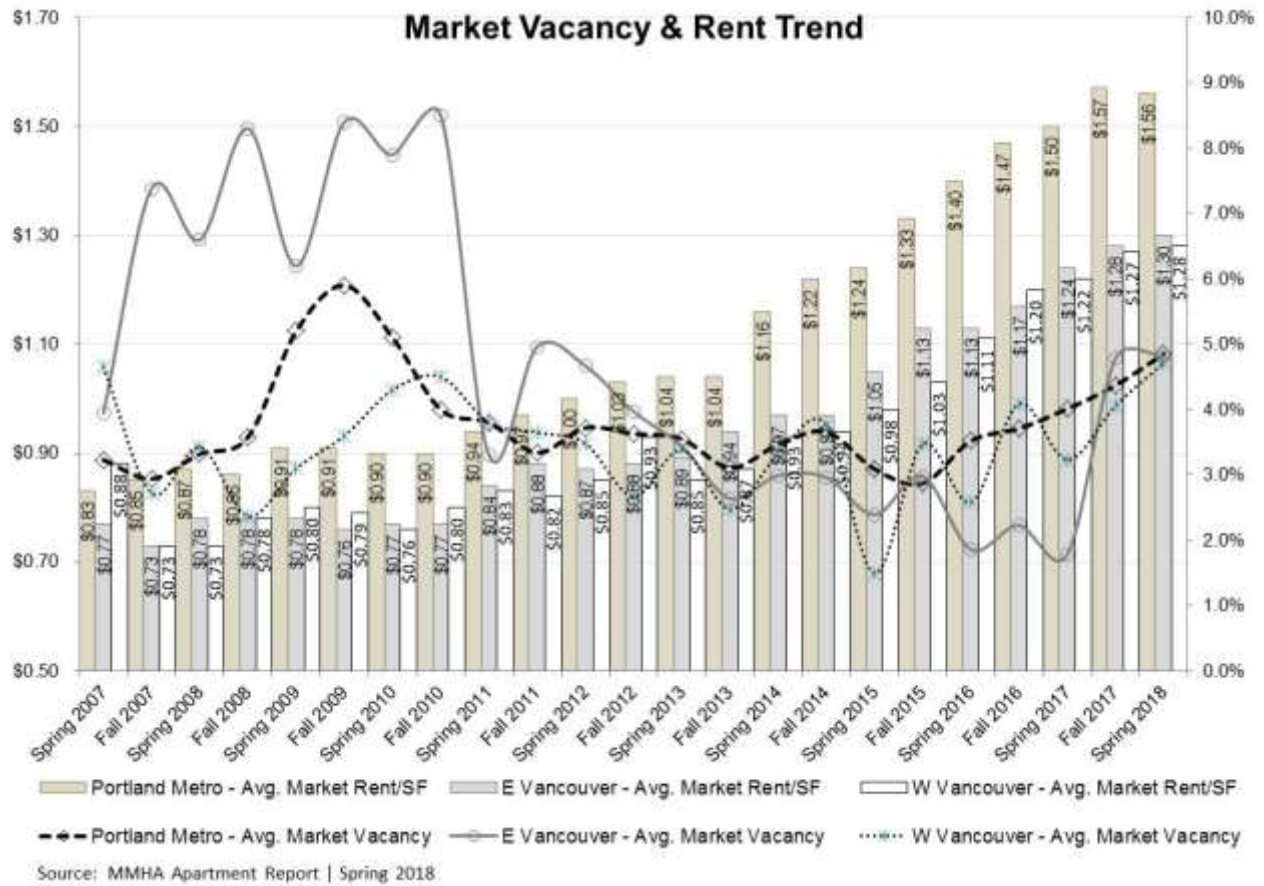


Vancouver Sub-market Apartment Market Analysis

Vacancy and rent trends for the subject's Vancouver East and competitive submarkets – Vancouver West and those in north Portland - are summarized in the following graph and tables.



East and West Vancouver Market Boundaries



Submarket Inventory (Units Surveyed)- Spring 2018

Floorplan	Downtown		Inner-	Inner-	N Portland -		Vancouver	Outer NE	Metro
	Portland	NW Portland	Central SE	Central NE	St John	Vancouver E	W	Portland	Portland
Studios	740	969	457	579	144	85	47	16	4,018
1-Bed/1-Bath	936	2,363	1,607	1,380	275	698	772	555	19,479
2-Bed/1-Bath	84	540	1,017	494	205	702	832	741	13,548
2-Bed/2-Bath	152	1,306	163	97	57	913	1,057	248	13,795
2-Bed/2-Bath TH	15	87	214	68	24	168	217	34	2,465
3-Bed/1-Bath	1	38	46	87	9	0	16	12	703
3-Bed/2-Bath	8	150	21	30	1	363	220	162	3,980
Total	1,936	5,453	3,525	2,735	715	2,929	3,161	1,768	57,988

Submarket Vacancy - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	5.7%	6.9%	5.5%	4.5%	4.2%	5.9%	4.7%	0.0%	5.8%
1-Bed/1-Bath	7.4%	6.3%	5.1%	3.9%	4.6%	4.9%	0.0%	3.2%	4.8%
2-Bed/1-Bath	2.4%	6.5%	4.7%	5.1%	1.4%	5.1%	3.4%	3.5%	4.3%
2-Bed/2-Bath	11.2%	6.8%	5.5%	7.2%	8.8%	4.6%	3.5%	4.0%	5.4%
2-Bed/2-Bath TH	20.0%	1.2%	5.1%	4.4%	0.0%	0.6%	7.1%	5.9%	3.9%
3-Bed/1-Bath	0.0%	2.6%	4.4%	0.0%	0.0%	na	0.9%	0.0%	4.8%
3-Bed/2-Bath	12.5%	6.7%	0.0%	16.7%	0.0%	6.3%	12.5%	2.5%	4.7%
Overall Average	6.9%	6.4%	5.0%	5.7%	3.9%	4.8%	4.7%	3.4%	4.9%

Submarket Rent - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	\$1,071	\$1,241	\$1,063	\$1,221	\$1,179	\$926	\$740	\$746	\$1,115
1-Bed/1-Bath	\$1,481	\$1,509	\$1,129	\$1,181	\$1,160	\$1,014	\$983	\$955	\$1,182
2-Bed/1-Bath	\$1,777	\$1,420	\$1,191	\$1,228	\$1,138	\$1,117	\$1,042	\$1,066	\$1,152
2-Bed/2-Bath	\$2,530	\$1,802	\$1,778	\$2,163	\$2,009	\$1,207	\$1,256	\$1,089	\$1,400
2-Bed/2-Bath TH	\$2,418	\$1,543	\$1,221	\$1,337	\$865	\$1,227	\$1,230	\$1,232	\$1,341
3-Bed/1-Bath	\$1,580	\$1,443	\$1,311	\$800	\$1,119	\$0	\$1,250	\$1,137	\$1,169
3-Bed/2-Bath	\$3,024	\$1,622	\$1,310	\$2,061	\$1,500	\$1,390	\$1,370	\$1,418	\$1,507
Overall Average	\$1,433	\$1,526	\$1,177	\$1,234	\$1,215	\$1,155	\$1,131	\$1,067	\$1,251

Submarket Rent/SF - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	\$2.65	\$2.61	\$2.53	\$2.56	\$2.37	\$1.92	\$2.00	\$1.68	\$2.47
1-Bed/1-Bath	\$2.30	\$2.18	\$1.73	\$1.96	\$1.70	\$1.45	\$1.44	\$1.34	\$1.75
2-Bed/1-Bath	\$2.21	\$1.61	\$1.39	\$1.51	\$1.41	\$1.25	\$1.25	\$1.21	\$1.34
2-Bed/2-Bath	\$2.39	\$1.78	\$1.67	\$2.06	\$2.12	\$1.21	\$1.21	\$1.11	\$1.39
2-Bed/2-Bath TH	\$2.04	\$1.47	\$1.30	\$1.46	\$0.89	\$1.24	\$1.18	\$1.06	\$1.29
3-Bed/1-Bath	\$1.66	\$1.44	\$1.18	\$0.74	\$1.17	na	\$1.47	\$0.93	\$1.14
3-Bed/2-Bath	\$2.60	\$1.33	\$1.24	\$1.69	\$1.68	\$1.21	\$1.12	\$1.26	\$1.27
Overall Average	\$2.43	\$2.07	\$1.69	\$1.96	\$1.75	\$1.30	\$1.28	\$1.24	\$1.56

Survey Date	Portland Metro Submarket (All Ages)			E Vancouver Subregion (All Ages)			W Vancouver Subregion (All Ages)		
	Vacancy	Market Rent	Market Rent/SF	Vacancy	Market Rent	Market Rent/SF	Vacancy	Market Rent	Market Rent/SF
Fall 2005	5.9%			5.1%			6.6%		
Spring 2006	3.9%	\$666	\$0.79	2.6%	\$554	\$0.80	6.8%	\$614	\$0.68
Fall 2006	3.4%	\$711	\$0.83	3.3%	\$684	\$0.81	3.9%	\$675	\$0.71
Spring 2007	3.2%	\$691	\$0.83	2.6%	\$584	\$0.81	4.7%	\$772	\$0.88
Fall 2007	2.9%	\$689	\$0.85	2.1%	\$591	\$0.88	2.7%	\$665	\$0.73
Spring 2008	3.3%	\$720	\$0.87	1.3%	\$607	\$0.87	3.4%	\$671	\$0.73
Fall 2008	3.6%	\$720	\$0.86	1.0%	\$609	\$0.90	2.4%	\$713	\$0.78
Spring 2009	5.2%	\$739	\$0.91	2.8%	\$637	\$0.87	3.1%	\$709	\$0.80
Fall 2009	5.9%	\$750	\$0.91	3.0%	\$689	\$0.95	3.6%	\$723	\$0.79
Spring 2010	5.1%	\$743	\$0.90	1.9%	\$684	\$0.99	4.3%	\$694	\$0.76
Fall 2010	4.0%	\$764	\$0.90	3.5%	\$739	\$0.90	4.5%	\$755	\$0.80
Spring 2011	3.8%	\$775	\$0.94	3.6%	\$721	\$0.93	3.8%	\$729	\$0.83
Fall 2011	3.3%	\$780	\$0.97	3.1%	\$755	\$0.96	3.7%	\$765	\$0.82
Spring 2012	3.7%	\$831	\$1.00	3.8%	\$853	\$1.17	3.5%	\$785	\$0.85
Fall 2012	3.6%	\$846	\$1.03	3.5%	\$723	\$0.97	2.7%	\$771	\$0.93
Spring 2013	3.6%	\$851	\$1.04	2.5%	\$770	\$1.13	3.4%	\$806	\$0.85
Fall 2013	3.1%	\$881	\$1.04	2.2%	\$835	\$1.08	2.5%	\$818	\$0.87
Spring 2014	3.5%	\$948	\$1.16	2.3%	\$1,007	\$1.34	3.3%	\$851	\$0.93
Fall 2014	3.7%	\$993	\$1.22	2.7%	\$1,094	\$1.41	3.8%	\$882	\$0.94
Spring 2015	3.1%	\$1,019	\$1.24	2.3%	\$1,164	\$1.59	1.5%	\$908	\$0.98
Fall 2015	2.9%	\$1,065	\$1.33	2.7%	\$1,032	\$1.51	3.5%	\$963	\$1.03
Spring 2016	3.5%	\$1,126	\$1.40	2.3%	\$1,300	\$1.64	2.6%	\$1,028	\$1.11
Fall 2016	3.7%	\$1,162	\$1.47	3.7%	\$1,255	\$1.84	4.1%	\$1,087	\$1.20
Spring 2017	4.0%	\$1,194	\$1.50	1.6%	\$1,097	\$1.65	3.2%	\$1,167	\$1.22
Fall 2017	4.4%	\$1,251	\$1.57	4.0%	\$1,155	\$1.71	4.1%	\$1,169	\$1.27
Spring 2018	4.9%	\$1,251	\$1.56	3.9%	\$1,215	\$1.75	4.7%	\$1,131	\$1.28
Change (6-month)	0.5%	\$0	-\$0.01	-0.1%	\$60	\$0.04	0.7%	-\$37	\$0.01
Change (Y/Y)	0.8%	\$57	\$0.06	2.3%	\$118	\$0.10	1.5%	-\$36	\$0.06
Average Vacancy (5 yrs)	3.7%			2.8%			3.3%		
Average Vacancy (since 2006)	3.8%			2.7%			3.6%		
% Rent Change (6-month)		0.0%	-0.6%		5.2%	2.3%		-3.2%	0.8%
% Rent Change (Y/Y)		4.8%	4.0%		10.8%	6.1%		-3.1%	4.9%
Average Annual Rent Increase (5 yrs)		8.4%	10.0%		9.1%	12.4%		7.7%	9.4%
Average Annual Rent Increase (10 yrs)		7.4%	8.1%		10.0%	9.4%		5.9%	6.4%

Source: MMHA Apartment Report / Spring 2018

Future Apartment Development

Future development planned for the subject's East Vancouver submarket as well as the West Vancouver submarket is summarized in the following table based on CoStar and other data sources. Shown are complexes added since 2017.

E Vancouver & W Vancouver

Under Construction/Proposed

Status: C= Complete; UC = under construction; X = planned

Zip	Status	Units	Stories	Type	Property name	Year	Address	Developer
East Vancouver								
98607	C	126	3	Market	Trio Pointe	2017	19600 NE 3rd St	Cedar Coast Properties Ltd.
98662	C	9	2	Market		2017	7600 NE 31st Cir	Ginn Development
98662	C	14	2	Market	Covington Manor	2017	9702 NE 76th St	
98682	C	120	3	Market	Union Park Apartments	2017	11803 NE 124th Ave	Timberland Construction
98682	C	320	2	Market	Highland Crossing	2017	11806 NE 122nd Ave	IDM Apartments
98684	C	156	2	Market	Four Seasons Central	2018	11611 NE Angelo Drive	
98607	UC	114	3	Market	Trio Pointe - Phase II	2018	19600 N 3rd St	Cedar Coast Properties Ltd.
98682	UC	12	2	Market	Highland Crossing - Phase II	2018	11806 NE 122nd Ave	IDM Apartments
98683	UC	24	2	Market	Fishers View	2018	16502 SE 39th St	
98684	X	142		Market	The Landing at Vancouver Retirement Comm	2020	13910 SE Mill Plain	Hawthorn Development
98684	X	250		Market	The Landing at Vancouver Phase II	2020	100 SE Olympia Dr	Hawthorn Development
West Vancouver								
98660	C	92	4	Affordable	13 West Apartments	2017	1314 Columbia St	
98661	C	20	2	Affordable		2017	4105 NE St Johns Rd	
98661	C	43	4	Affordable	Isabella Court	2017	3112 NE 62nd Ave	
98663	C	18	3	Market	Herby	2017	1510 C St	
98663	C	48	2	Market	Midtown	2017	513 E 16th St	WDC Properties
98665	C	71	2	Market	StoneBridge Crossing	2017	2301 E 81st St	Integrity Structures LLC
98685	UC	4	2	Market	Kineline Townhomes - 4 Plex	2018	11229 NE 14th Ct	
98685	UC	6	2	Market	Kineline Townhomes 6-Plex	2018	11213 NE 14th Ct	
98686	UC	124	4	Market	134th Street Lofts	2018	2220 NE 134th St	Dean Kirkland Development
98660	UC	49	4	Affordable	Our Heroes Place	2018	412 E 13th St	Prestige Development
98660	UC	64	6	Affordable	Block 6	2018	100 SE Columbia Way	Gramor Development
98660	C	166	6	Market	Uptown Apartments	2018	1700 Main St	Cascadia Development Partners
98660	UC	192	10	Affordable	Block 8	2018	701 W Columbia Way	Gramor Development
98660	X	261	17	Affordable	Block 11	2018	100 SE Columbia Way	Gramor Development
98660	X	308	21	Affordable	Block 17	2018	100 SE Columbia Way	Gramor Development
98661	C	19	2	Market	Villa's at Walnut Park	2018	5806 NE 72nd Ave	
98661	UC	20	3	Market	34th Street Apartments	2018	5750 NE 34th St	
98663	UC	30	4	Market	Hamilton	2018	2000 Broadway St	
98663	C	35	3	Market	Cherry Hill Apartments	2018	3100 NE Cherry Rd	
98665	UC	64	2	Market	StoneBridge Crossing - Phase II	2018	2301 NE 81st St	Integrity Structures LLC
98665	C	126	3	Market	Arcadia Crossing	2018	2911 NE 68th St	
98660	X	125	6	Market	The Esther	2019	562 W 6th St	Cascadia Development Partners
98660	X	223	18	Affordable	Block 13	2019	100 SE Columbia Way	Gramor Development
98660	X	224	18	Affordable	Block 10	2019	100 SE Columbia Way	
98660	X	295	15	Affordable	Block 5	2019	100 SE Columbia Blvd	
98660	X	304	14	Market	Hotel Indigo	2019	100 SE Columbia Way	
98660	X	309	16	Affordable	Block 7	2019	100 SE Columbia Way	Gramor Development
98660	X	343	22	Affordable	Block 20	2019	100 SE Columbia Way	
98660	X	498	20	Affordable	Block 21	2019	100 SE Columbia Way	Gramor Development
98660	X	251		Affordable	Block 3	2020	100 SE Columbia Way	Gramor Development
98660	X	361	22	Affordable	Block 18	2020	100 SE Columbia Way	

5,980

Source: CoStar & other sources



Delivery Timing

Within the greater Vancouver market there are 12 projects that were recently complete (2017 or early 2018 with 1,037 unit), 12 projects under construction (702 units) and 14 proposed projects (3,894 units). The combined projects under construction or planned contain an estimated 4,596 units in 26 projects, excluding the subject.

Delivery Timing - Unit Count

	2017	2018	2019	2020	Total
Recently Completed	881	156			1,037
Under Construction		702			702
Proposed		569	2,321	1,004	3,894
Total	881	1,427	2,321	1,004	5,633

Delivery Timing - Project Count

	2017	2018	2019	2020	Total
Recently Completed	11	1			12
Under Construction		12			12
Proposed		2	8	4	14
Total	11	15	8	4	38

In the subject's primary market there were six recently completed complexes with 745 units, another three under construction with 150 units, and two planned with 392 units.

Delivery Timing - Unit Count/East Vancouver

	2017	2018	2019	2020	Total
Recently Completed	589	156			745
Under Construction		150			150
Proposed				392	392
Total	589	306		392	1,287

Delivery Timing - Project Count/East Vancouver

	2017	2018	2019	2020	Total
Recently Completed	5	1			6
Under Construction		3			3
Proposed				2	2
Total	5	3		2	10

In 2017, the combined East and West Vancouver submarket absorbed roughly 675 units. The absorption rate through the first quarter 2018 is nearly 190 units, indicating a similar annual rate of absorption for the year.

Assuming the submarket absorbs a similar amount in 2018, vacancy should remain flat with possible increases in 2019 and 2020 depending on the number of units actually delivered. As more units are delivered, it is likely a good portion of the proposed pipeline will be delayed or eliminated softening the potential of major vacancy issues.

Summary

The apartment sales market in the greater Portland area has benefited from a remarkable combination of favorable conditions in the last six to seven years: rapid rent growth, lots of in-migrations, low unemployment, very low interest rates, limited supply of new units, as well as favorable national publicity, all of which has given rise to exploding demand and rapidly increasing prices. However, the close to ideal circumstances experienced over the past several years are beginning to change, and the market is showing early signs of returning to a more normal balance between supply and demand. It is expected that rent growth, particularly for new Class A construction, will trend lower over the next few years as all of the new inventory is delivered.

Based on the latest new unit forecasts, we predict the regional and local submarket vacancy should increase over the next two to three years then fall back to a more long-term pattern. This spike will moderate rent growth, as existing properties face increased competition and new properties use lease-up concessions to fill their units. This may cause some of the planned projects to delay their timelines.

Apartment investment volumes were up in 2017 compared to 2016. Values should continue to increase, although at a more moderate rate as rent growth slows, capitalization rates remain flat and operating expenses continue to increase.

Submarket Demand

Following is an alternative method for determination of regional demand. Recent and projected job and population growth is focused on the urban core areas of the region, primarily around Vancouver for this portion the greater Portland Metro area. Proposed construction in Clark County is concentrated around the Vancouver CBD and will likely be mixed income and will include income restricted units with the city participating in developer selection. Concessions are typically offered on a case by case basis, most commonly during lease-up as well as some difficult to lease units.

Looking at the past four years, net absorption in Clark County has averaged about 665 units annually as reported by CoStar. The subject's

East Vancouver submarket has historically represented about 60% of the net new market rate absorption (or 400 units) of this demand. This rate is also supported by population growth. The typical ratio of apartment demand per population change is between 17 and 18/unit. Looking forward past 2017, new construction and planned construction will hover around 400 units/year based on the planned inventory described above. This model also assumes regional absorption stays about the same based on population change and historic absorption rates.

		Forecast	Forecast	Forecast	Comments/Source
Demand Forecast		2018	2019	2020	
Current Inventory	28,031				CoStar
Current Occupied Units	26,489				CoStar
Current Occupancy	94.5%	400	400	400	Based on unit/pop chg
Forecast Unit Demand		26,889	27,289	27,689	
Forecast Supply					
Mkt Units Under Construction & Proposed		397	429	392	CoStar
Forecast Inventory		28,428	28,857	29,249	
Forecast Market Occupancy Rate		94.6%	94.6%	94.7%	Forecast Demand/
Forecast Vacancy Rate		5.4%	5.4%	5.3%	Forecast Inventory

Applying these base assumptions without any attrition rate to planned units (not already under construction), the overall vacancy rate would average between 5% and 5.5% between now and 2020. These are very rough estimates but do show that current development in the pipeline for the East Vancouver submarket is modest compared to its overall size. While there is some risk the regional market is softening in the coming two to three years, the greater Vancouver market should be somewhat sheltered from larger regional trends.

This area will always be primarily homeowner centric, but demand for apartments should continue to improve as the area matures and more households to rent by choice. Also, pricing in more urban portions of the Portland Metro market has increased significantly over the past four years. This helps encourage living in lower priced suburban locations. Clark County's location is also unique being in Washington with no State income tax and near Oregon with no sales tax, a locational advantage. Overall, the neighborhood is expected to see increased development interest based on zoning, available sites, land prices and in place infrastructure and reasonable access. Overall, the local area apartment market is expected to remain stable over the mid to long term.

Market Area Demographics

Market Area Demographics

Introduction

For a multifamily project to succeed, sufficient demand must exist within the target market. There must be a sufficient number of households with the propensity to live in a rental apartment and have the required income to afford the unit. The following demand analysis identifies the subject's appropriate market area and target market.

PMA Identification

The primary market area (PMA) is the geographic area that provides the majority of renter household demand to support a multifamily rental project. This area is influenced by a number of factors including property type, accessibility, physical barriers, location of competing facilities, and limitations of driving time or distance.

Discussions with several of the senior rental communities described in this analysis stated that most senior residents are drawn from the local Vancouver area. One of the primary reasons is a desire to stay in their home area where they have an established support network of friends, family, church, other social connections, etc.

For this analysis, the East Vancouver market area as described by MMHA is considered the subject primary market. This is loosely described by seven zip codes that comprise portions of Vancouver and Clark County situated east of NE Andresen Road. This area shares similar socio economic characteristics and is a representative approximation of the greater competitive East Vancouver apartment market used by local market data providers. This area is illustrated in the following map.

**Primary Market Area
(PMA)**



**Secondary Market
Area (SMA)**

The subject's secondary market area (SMA) is expanded to include the West Vancouver market area. This includes the balance of Vancouver including the CBD and portions of Clark County.

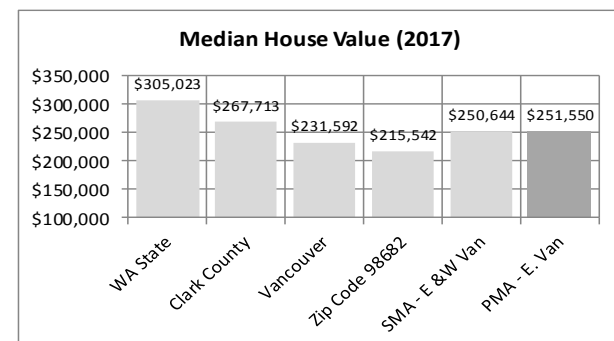
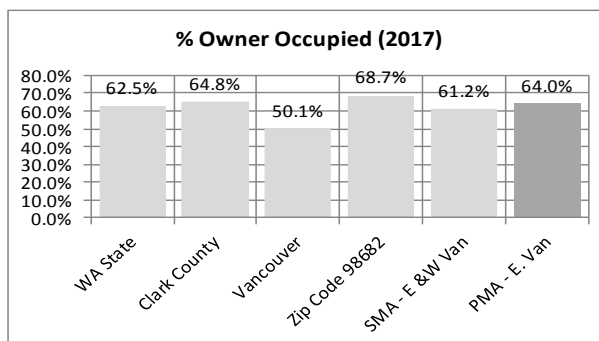
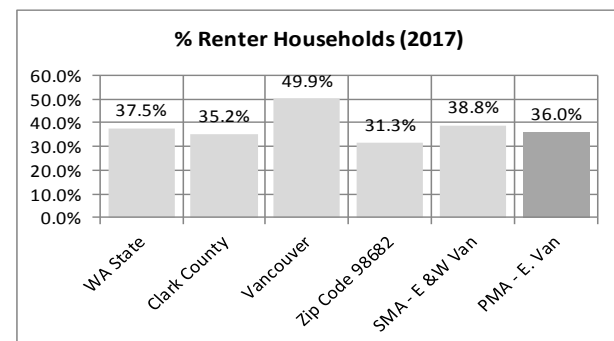
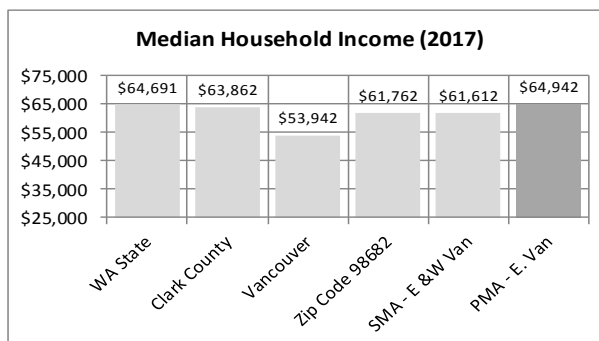
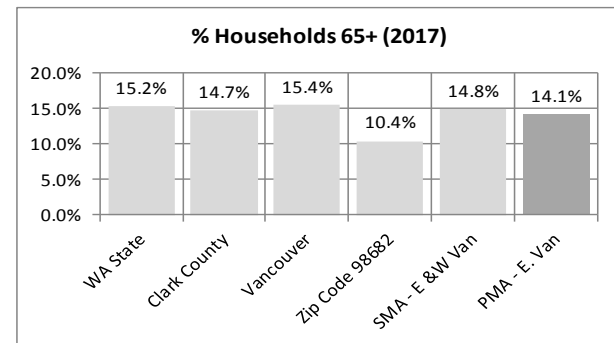
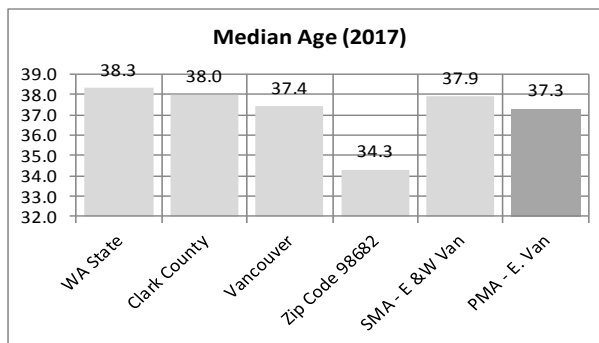
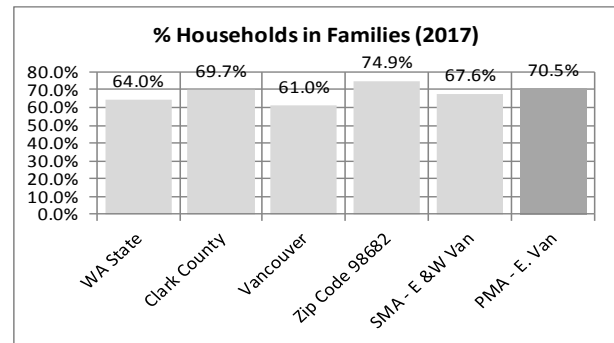
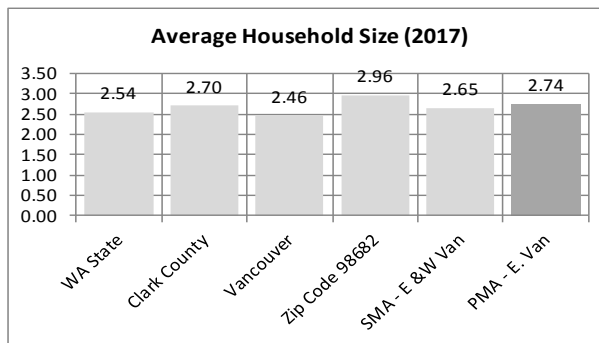


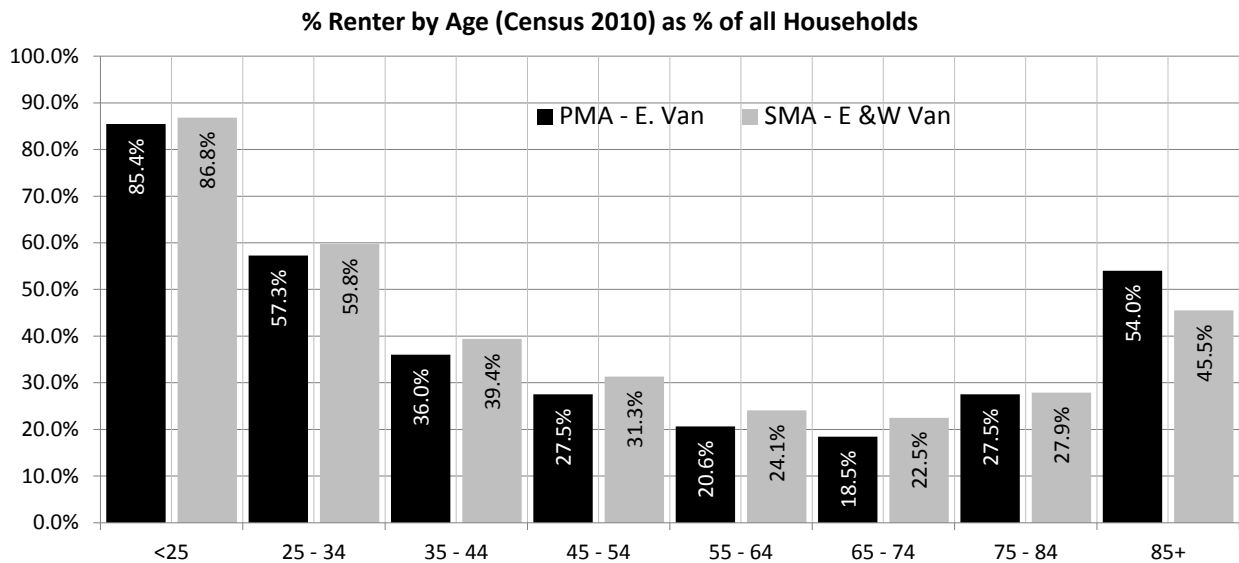
DEMOGRAPHIC PROFILE
2000 & 2010 Census, 2017 Estimates & 2022 Projections

	WA State	Clark County	Vancouver	Zip Code 98682	SMA - E &W Van	PMA - E. Van
POPULATION						
2000 Census Population:	5,894,121	345,238	144,877	43,380	279,782	162,639
2010 Census Population:	6,724,540	425,363	161,807	53,524	336,576	201,998
2017 Estimated Population:	7,311,450	470,604	176,712	59,879	371,285	223,092
2022 Projected Population:	7,733,706	504,392	188,271	64,297	397,537	238,924
Annual Growth (2000 to 2010):	1.3%	2.1%	1.1%	2.1%	1.9%	2.2%
Annual Growth (2017 to 2022):	1.1%	1.4%	1.3%	1.4%	1.4%	1.4%
HOUSEHOLDS						
2000 Census Households:	2,271,398	127,208	56,967	14,607	104,955	59,182
2010 Census Households:	2,620,076	158,099	65,702	18,186	127,712	74,324
2017 Estimated Households:	2,823,946	172,710	71,115	20,146	139,211	81,091
2022 Projected Households:	2,980,190	184,577	75,646	21,586	148,625	86,574
Annual Growth (2000 to 2010):	1.4%	2.2%	1.4%	2.2%	2.0%	2.3%
Annual Growth (2017 to 2022):	1.1%	1.3%	1.2%	1.4%	1.3%	1.3%
FAMILY HOUSEHOLDS						
2010 Census Households:	1,687,455	110,672	40,250	13,701	86,700	52,596
2017 Estimated Households:	1,808,598	120,441	43,354	15,080	94,112	57,154
2022 Projected Households:	1,904,102	128,515	45,961	16,107	100,299	60,917
PERCENT HOUSEHOLDS IN FAMILIES						
2010 Census Households:	64.4%	70.0%	61.3%	75.3%	67.9%	70.8%
2017 Estimated Households:	64.0%	69.7%	61.0%	74.9%	67.6%	70.5%
2022 Projected Households:	63.9%	69.6%	60.8%	74.6%	67.5%	70.4%
PERCENT HOUSEHOLDS IN SINGLE PARENT FAMILIES WITH CHILDREN						
2010 Census Households:	15.2%	16.4%	18.7%	18.9%	17.2%	16.7%
MEDIAN AGE						
2010 Census Households:	37.2	36.7	35.9	32.9	36.6	36.1
2017 Estimated Households:	38.3	38.0	37.4	34.3	37.9	37.3
2022 Projected Households:	39.0	38.5	38.1	34.6	38.4	37.6
PERCENT AGE 65+						
2010 Census Households:	12.3%	11.4%	12.4%	7.8%	11.5%	11.2%
2017 Estimated Households:	15.2%	14.7%	15.4%	10.4%	14.8%	14.1%
2022 Projected Households:	17.5%	16.7%	17.3%	12.0%	16.7%	16.0%
HOUSEHOLD SIZE						
2010 Census:	2.51	2.67	2.43	2.93	2.61	2.70
2017 Estimated:	2.54	2.70	2.46	2.96	2.65	2.74
2022 Projected:	2.54	2.71	2.46	2.97	2.66	2.75
INCOME						
Per Capita Income (2017):	\$34,984	\$31,538	\$29,048	\$25,983	\$31,213	\$31,497
Average Household Income (2017):	\$89,343	\$85,339	\$71,509	\$76,819	\$82,674	\$86,141
Median Household Income (2017):	\$64,691	\$63,862	\$53,942	\$61,762	\$61,612	\$64,942
OWNER HOUSEHOLDS						
2017 Owner Households:	1,765,494	111,890	35,654	13,846	85,253	51,916
Tenure (% Owner)	62.5%	64.8%	50.1%	68.7%	61.2%	64.0%
Median Owner Occupied Value (2017):	\$305,023	\$267,713	\$231,592	\$215,542	\$250,644	\$251,550
Average Owner Occupied Value (2017):	\$379,739	\$326,613	\$279,271	\$249,567	\$306,112	\$310,759
RENTER HOUSEHOLDS						
2010 Census Renter Households:	946,156	54,096	32,260	5,464	48,158	25,930
2017 Estimated Renter Households:	1,058,452	60,820	35,460	6,300	53,958	29,175
2022 Projected Renter Households:	1,123,254	65,278	37,868	6,854	57,860	31,256
Annual Growth (2017 to 2022):	1.2%	1.5%	1.4%	1.8%	1.4%	1.4%
TENURE (% RENTER)						
2010 Census:	36.1%	34.2%	49.1%	30.0%	37.7%	34.9%
2017 Estimated:	37.5%	35.2%	49.9%	31.3%	38.8%	36.0%
2022 Projected:	37.7%	35.4%	50.1%	31.8%	38.9%	36.1%

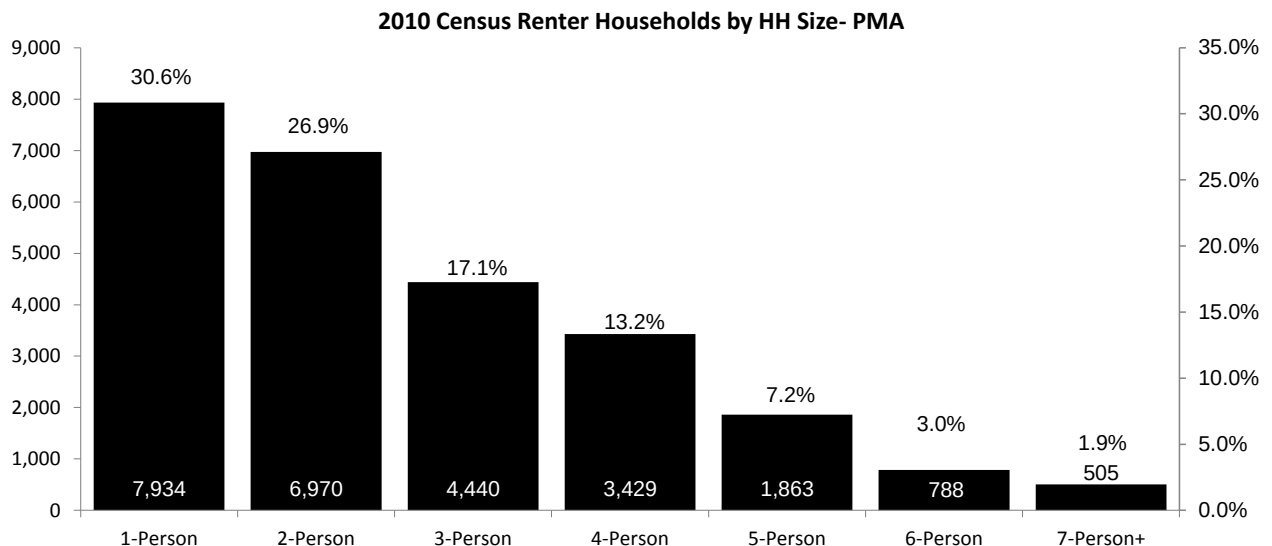
Source: STBD

Demographics	The following demographic estimates and forecast are based on US Census data compiled and aggregated by ESRI as viewed on STBD.com. A summary demographic profile of the subject's primary market area (7 Zip Codes), county, city, county, zip code 98862 containing the subject, the combined East & West Vancouver markets (secondary market area), and state is provided on the previous table.
POPULATION	Currently there are an estimated 223,092 people within the subject's primary market area (PMA) and this figure is forecast to grow to 238,924 by 2022, representing an annual growth of 1.4% and an average growth of 3,166 people per year.
HOUSEHOLD SIZE	Population can be broken down into households – i.e. the number of related or unrelated people who live in one housing unit. Currently, there are an estimated 81,091 households within the PMA and this figure is forecast to grow to 86,574 by 2022, representing an annual growth of 1.3% and an average growth of 1,097 households per year.
AVERAGE HOUSEHOLD SIZE	The average household size in the PMA is 2.74 compared with 2.70 countywide. As such, PMA households tend to have slightly larger households on average than is typical for the county.
% FAMILY HOUSEHOLDS	The percentage of households in families in the PMA is 70.5% compared with 69.7% countywide. As such, the PMA is composed of more related households on average than is typical for the county.
% SINGLE PARENT HOUSEHOLDS WITH CHILDREN	The percentage of single parent households with children in the PMA is 16.7% compared with 16.4% countywide. PMA households are composed of less single parent households with children than is typical for the county.
% HOUSEHOLDS AGE 65 PLUS	The percentage of households with a head of household age 65 or older is 14.1% in the PMA compared with 14.7% countywide.
HOUSEHOLDS BY AGE & PROPENSITY TO RENT	In subject's PMA, renter households account for 34.9% of all households according to the 2010 Census. The 2010 Census living pattern reflected by distribution of renters by age is shown in the following table.





As shown, in the subject's PMA the highest concentration of renters by age is those under age 25 with 85.4% of all households in this age category renting. This concentration steadily drops off as one gets older and is more likely to own their home if age 45 to about 64. Then the propensity to rent begins to reverse with those over age 65. Overall, it is residents under age 35 and seniors that represent the majority of renters.



The majority of renter households (74.6%) reflect household sizes no larger than 3 persons. In fact, over 55% of renter households are one or two-person households.

Highest & Best Use

Highest & Best Use

“Highest & Best Use” is defined by the Appraisal Institute as:

1. *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

As If Vacant

LEGALLY PERMISSIBLE

Private restrictions, zoning, building codes, historic district controls, and environmental regulations determine those uses legally permissible on a site. To our knowledge, no existing private restrictions or historical district controls encumber the subject site.

The local building code and, particularly, the zoning development standards provide description of what may be done on the site. The site is zoned General Commercial by the City of Vancouver. This zoning allows for a variety of commercial or mixed-use developments with no density limits.

PHYSICALLY POSSIBLE

Size, shape, terrain, accessibility, and availability of utilities affect the uses under which a property can be developed. Both the subject and the Donation are level. The subject includes paved areas that will be removed and restored to a natural state, a new parking area will be added for Kevanna Park, and a path will be constructed from the parking area to the existing park entrance. The subject has a total of 25,235 sq ft and has an irregular shape. It is a narrow, long parcel and the shape is considered a limiting factor unless combined with a neighboring parcel. It is adjacent to a proposed 170-unit apartment complex and is desired as a parking area for this proposed complex.

The Donation is undeveloped and forested. It shares a boundary with the park and fronts on a portion of Burnt Bridge Creek. Setbacks from the creek impact an estimated 43,800 sq ft of that site, leaving about 39,835 sq ft of site area not in the setback area of Burnt Bridge Creek. It is further impacted by a wetland. The wetland appears completely within the setback area from Burnt Bridge Creek, but has a setback of its own leaving only a small corner of the parcel usable. The Vancouver Municipal Code provides some protection for the owner allowing for an economic use, determined on a case-by-case basis and specific study. This is beyond the scope of this appraisal. This parcel is adjacent to Kevanna Park, and the highest and best use is considered parkland. However, this is a non-economic use and cannot be used for valuation. If the market does support an economic use, then economic mitigation may be applied for under provision provided by the municipal code. The code also provides for use of the entire site for massing. Land use along the north side of NE 51st Circle include government offices, east of the subject are some private and retail commercial uses, and beyond that are multifamily uses. The subject and adjacent parcels are currently proposed for a 170-unit senior apartment project, Affinity at Vancouver, with proposed density to a density of 21.9 units/acre. A commercial or multifamily use is considered the highest and best use of the Donation parcel for valuation, applied to a reduced (usable and undefined) site area. The degree of mitigation is done by adjusting for open space

**FINANCIALLY
FEASIBLE &
MAXIMALLY
PRODUCTIVE**

Feasibility is indicated by construction trends in the vicinity and current market conditions. All uses that are expected to produce a positive return are regarded as financially feasible. When development options are available, a determination must be made as to which feasible use is the maximally profitable use.

The apartment market in some parts of the greater Portland / Vancouver / Hillsboro Metro market now have the highest vacancy levels recorded since consistent surveys were initiated in 2006. Most of these areas are in or adjacent to the Portland CBD. The high vacancy levels are the result of the high volumes of new construction not market weakness, and the market remains strong. Once the current inventory of units added to this market are worked off, it is anticipated to resume its previous strength. The subject's location in the East Vancouver market remains a strong market location. Given its location, the highest and best use as vacant for valuation is for commercial use most likely multifamily residential.

Land Valuation

Land Valuation

Introduction

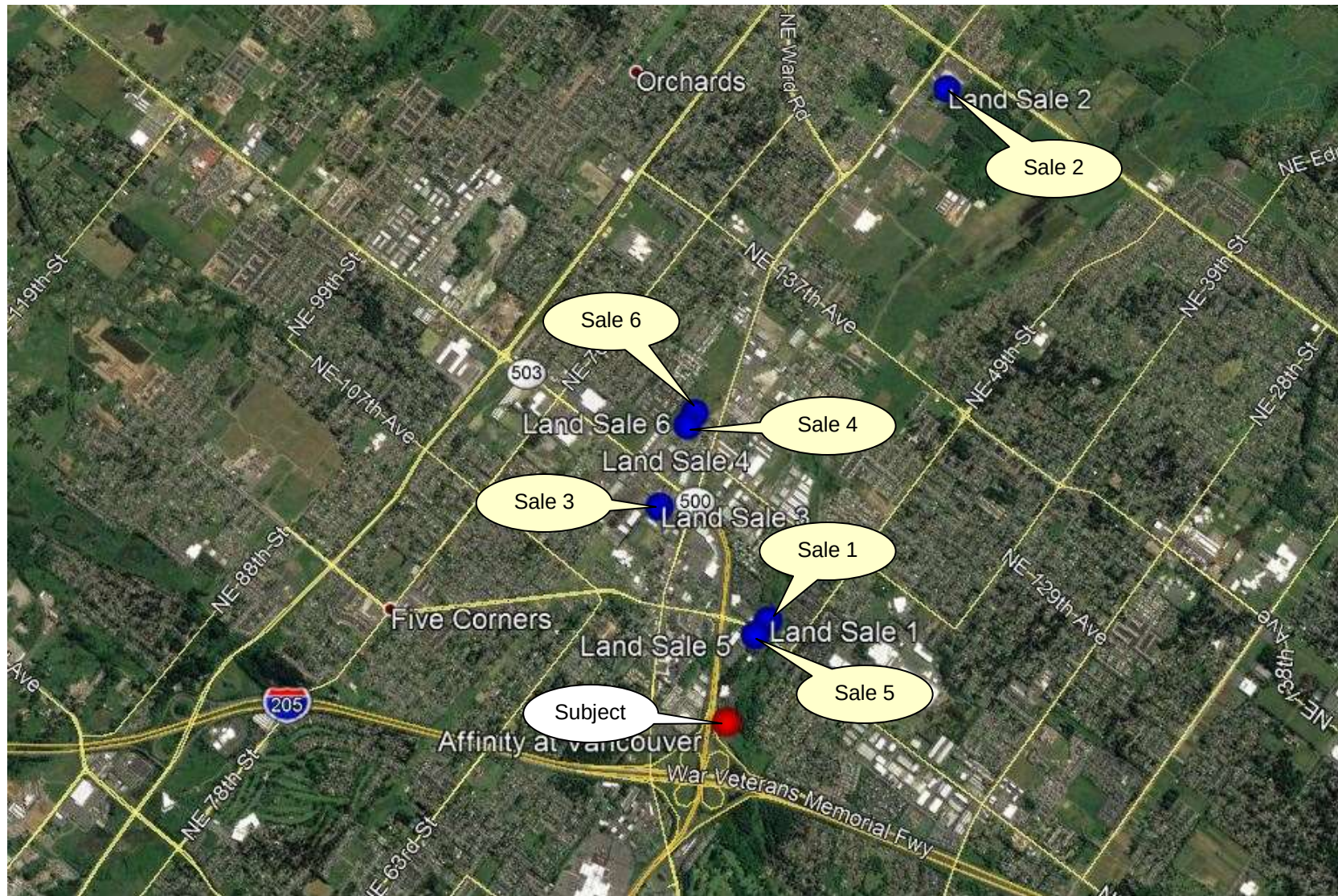
Market value of the land is estimated as if vacant and available for development to its highest and best use, concluded earlier as development with a mixed-use apartment project. The Donation parcel is adjusted for the environmental impacts imposed by Burnt Bridge Creek and wetlands with the knowledge that these impacts cannot remove an economic alternative.

The following section provides a summary of pertinent details for the comparable sales selected for the subject. The subject is zoned General Commercial. This classification allows for commercial developments with no density limit. The sales selected represent recent available transactions and provide good indicators of value for both the subject and the Donation.

The value of land is strongly influenced by its potential highest and best use. Therefore, it is customary to value land as though unimproved and available for development to incorporate a use that would justify the highest price and the greatest net return. Sales of unimproved land similar to the subject site are investigated, and the most appropriate transactions are analyzed and compared to the subject. As discussed in the Highest & Best Use section, the highest and best use of the subject site as if vacant is for some form of commercial or mixed-use multifamily. For the Donation, the highest and best use is considered to be for expansion of Kevanna Park; however, this is not an economic use and it is valued the same as the subject adjusted for the wetland mitigation, setbacks, and compromised utility.

Comparable Land Sales

A summary of pertinent sales comparison data considered most relevant to the valuation of the subject is presented on the following pages, along with a map that highlights the comparison sales' location relative to the subject. We analyzed five sales and one listing of comparable properties in the subject neighborhood.



Land Sale Map

Land Sales Comparison Plat Maps

Sale 1



Sale 2

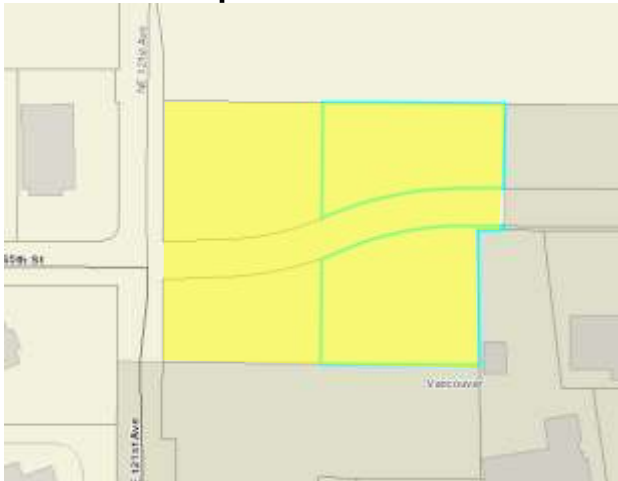


Sale 3



Land Sales Comparison Plat Maps

Sale 4



Sale 5



Sale 6



LAND SALE COMPARISONS

No.	Name/Address	Sale Date	Zoning	Sq. Ft./ Acres	Sale Price/ Cash Price	Price/ Unit	\$/SF	Dist to Subject	Comments
1	Commercial Parcel 112xx NE 112th Avenue Vancouver, WA APN: 157525-034	Aug-18	CC Community Commercial	15,246 0.35	\$185,000	NA	\$12.13	0.4 Miles	Adjacent to small strip center with 7/Eleven. No enviromental problems. NE 51st St separates it from Burnt Bridge Creek.
2	Mixed Use Site NE 162nd Ave & Fourth Plain Blvd Vancouver, WA APN: 159145-005	Jun-18	LI Light Industrial	71,438 1.64	\$464,350	NA	\$6.50	2.9 Miles	Zoned LI but part of Sifton Commerce Center plat. Adjacent land uses are all commercial with same LI zoning.
3	Commercial Parcel 11408 NE Rosewood Avenue Vancouver, WA APN: 157501-000, -015 & -020	Mar-18	GC General Commercial	53,578 1.23	\$280,000	NA	\$5.23	0.9 Miles	Corner lot. Surrounding uses are industrial or auto repair oriented.
4	Commercial Parcel NE 65th St & NE 121st Ave Vancouver, WA APN: 158337-000 & 158369-000	Oct-16	GC General Commercial	138,085 3.17	\$800,000 Include \$800,000	NA Off-site cost	\$5.79	1.2 Miles	In county but zoning is the same as city. Road bisects parcel & improvement cost integrated into future plans. No off adjustment made.
5	Farmers Ins Site 11112 NE 51th Circle Vancouver, WA APN: 159841-000	Oct-14	GC General Commercial	43,996 1.01	\$285,000	NA	\$6.48	0.4 Miles	At intersection of NE 51st Circle & NE 112th Ave. Now improved with an office building
6	Commercial Parcel 6516 NE 124th Avenue Vancouver, WA APN: 159145-005	Listing	GC General Commercial	38,333 0.88	\$550,000 \$200,000 \$350,000	NA Off-site cost	\$9.13	1.3 Miles	On market for 1 day. 1/2 street road extension required. Broker anticipates price \$150 -\$200K less than list price
Subject 10500 NE 51st Circle Vancouver, WA		Appr.	CG General Commercial	25,235 0.58	\$230,000	NA	\$9.11		
Donation 10601 NE 51st Circle Vancouver, WA				83,635 1.92	\$210,000	NA	\$2.51		

Source: Property owners, public records, brokers. Analysis by Kidder Mathews Valuation Advisory Group

The sales all have zoning considered similar to the subject. These are considered the best comparisons for the subject. The subject and all comparisons are assumed to be purchased or have been purchased for future development. The most likely development plans would include some form of commercial use. Each of the comparisons is analyzed by the price per square foot the most common indicator of value for properties of similar value and utility when compared with the subject.

SUBJECT SITE The subject contain 0.58 acres It is a portion of the paved right-of-way of NE 51st Circle and part of the undeveloped interior of the circle drive. The Donation is a 1.92 acre site with a truncated triangular shape and impacted by some environmental issues.

SALE 1 The first comparison is considered the best comparison for the subject. It is located just east of the intersection of NE 112th Avenue and NE 51st Street less than ½ mile east of the subject. The location of this sale has greater visibility. The adjacent use on the corner west of the sale is a 7/Eleven store and immediately north is a Dutch Brothers coffee/restaurant store currently under construction. The Dutch Brothers parcel and this sale were originally marketed together. Together these two parcels contain 35,719 sq ft. The Dutch Brothers site with 20,473 sq ft is now under contract for \$1,263,000, a turnkey sale of an improved site. The comparison contains 15,246 sq ft and sold for \$185,000, closing in August 2018. The sale is equivalent to \$12.13/sq ft. Adjustment is needed for its superior exposure and shape when compared to the subject. When compared to the Donation, adjustment is needed for environmental impacts.

SALE 2 Sale 2 is a recent sale of a parcel located north of the subject. It is zoned for light industrial use but neighboring land use is all commercial, on parcels with the same LI zoning. Uses include a McDonald's restaurant, an eye clinic, and a credit union. According to the broker, it was marketed as a commercial site and it is within a commercial plat, Sifton Commerce Center. The sale is level, is removed from direct street frontage on Fourth Plain Boulevard (SR-500), and contain 1.64 acres. The property is in a business park and the zoning allows for some commercial uses such as those that exist. According to the broker, the site is planned for a medical/recreation center. A use allowed in the subject's zoning. The site sold for \$464,350 and has 71,438 sq ft of site area, equivalent to \$6.50/sq ft. A small adjustment is considered appropriate for the subject's superior zoning.

- SALE 3** Comparison 3 is zoned General Commercial, the same as the subject. This is a corner lot that is surrounded by industrial uses or low level commercial uses such as car repair services. These uses are considered to distract from the sale. The site is level and contains 53,578 sq ft in three adjacent tax parcels. Future plans for the site are as a car lot, consistent with surrounding uses. The site contains 138,085 sq ft, larger than the subject and adjustment is considered for size. It sold in March 2018 for \$280,000, equivalent to \$5.23/sq ft of site area. The site is currently undeveloped. Adjustment is considered for the surrounding land use and the proposed use of this site.
- SALE 4** Land Sale 4 is actually located in Clark County adjacent to the city of Vancouver. All though not in the city zoning is the same as surrounding city located parcels and is the same as the subject's. Its location is directly across from the intersection of NE 65th Street and NE 121st Avenue. NE 65th Street is proposed for extension through this site and the size shown is net of the right-of-way, 138,085 sq ft. It is the understanding of the appraiser that any road extension will be integrated into the site use design. At any rate, the offsite cost of road and construction of other utilities was supposedly considered in the price paid. It was purchased in October 2016 for \$800,000 or \$5.79/sq ft.
- SALE 5** The next comparison is an older sale, the current location of a Farmers Insurance office. This parcel is on the corner of NE 51st Circle and NE 112th Avenue less than a half mile from the subject and near Sale 1. Because of its location, this is considered one of the better comparisons for the subject. It is zoned General Commercial, the same as the subject. The location does provide better visibility than the subject's with good traffic exposure. It is a 1.01-acre parcel. It sold as raw land in October 2014 for construction of the current improvements. The purchase price was \$285,000, equivalent to \$6.48/sq ft. Adjustment is needed for time and market condition change, and its superior exposure.
- SALE 6** The last comparison is a listing adjacent to Sale 4. This property was recently placed on the market. It is currently owned by a family trust and they are trying to get what they can. According to the broker, this site is overpriced. Any future user will have to add offsite costs that includes one-half the cost to construct NE 65th Street. This half street improvement has an estimated cost of \$150,000 to \$200,000, and the sale was adjusted by this amount. It is zoned General Commercial, the same as the subject. The list price is \$550,000. This was adjusted down by \$200,000 and the adjusted sale price is equivalent to \$9.13/sq ft. Little weight is placed on this listing.

Land Sale Adjustments

The sales were all of fee simple estates and sold in typical market transactions. There was no seller financing involved in any of the sales. Sale 6 is adjusted downward to account for its listing status.

A market condition adjustment is made for an estimated increase in values based on previously presented CoStar data summarized in the following table with feedback from market participants. Each sale is adjusted upward at 5% per year.

The largest adjustment considered was for environmental reasons. The subject is located outside any wetland or related setbacks. There are some Oregon White Oak Habitat that requires protection but no significant limitations and no adjustments were made. However, the Donation is heavily impacted by setbacks from Burnt Bridge Creek and from wetland setbacks. These setbacks extend to nearly the entire site, leaving only a small remnant. The Vancouver Municipal Code provides for economic use if sites are over burdened by environment considerations. Like sales were examined to determine an appropriate adjustment based on match pairs. Three sales of residential zoned land were found. One had no environmental problems and sold for \$2.31/sq ft. The other two were both impacted by a stream flowing through the properties. Two of the parcel sold at nearly the same time and showed a price adjustment factor of 71%. The other parcel sold two years later and was less severely impacted. This property provided a price difference of 44%. For this analysis, 70% is used as an environmental impact factor and it was applied to all of the sales for comparison to the Donation parcel.

Property ID Number	Sale Date	Zoning	Sale \$	Size	\$/sf	% Adj
APN: 169486-000	Nov-16	R-5	\$450,000	348,480	\$1.29	44%
APN: 169507-000	Jun-14	R-5	\$140,000	205,622	\$0.68	71%
APN: 169525-000	Jul-14	R-5	\$504,000	217,800	\$2.31	
Adjustment Factor Selected						70%

Sale 2 is zoned for light industrial use but it is also in a commercial plat, surrounding uses are commercial and zoned the same, and planned use is commercial. A modest adjustment is made for zoning.

A size adjustment is applied to Sale 4 with over three acres. Typically, larger parcels sell for a lower value per square foot as the number of buyers and single use applications decline.

An adjustment for shape is applied to all of the comparisons when compared to the subject only. The subject is long and narrow limiting uses. It is planned for integration into the neighboring properties for development of a 170-unit senior apartment complex. It has value to the adjacent user, but limited value in the marketplace for a standalone use.

The subject and all comparisons are located in the Orchards area of Vancouver. All are within three miles of the subject and five of the six within 1.5 miles. No adjustment is needed; although an upward adjustment was considered for Sale 3, surrounded by industrial users.

Finally, an adjustment was considered for exposure and Sales 1 and 5 were adjusted. These two properties are at the intersection of NE 51st Circle and NE 112th Avenue. The subject is at the end of NE 51st Circle with far less exposure. Adjustments considered are summarized in the following table.

Adjustment Analysis	CC	LI	GC	GC	GC	GC
Sale #	1	2	3	4	5	6
Date	Aug-18	Jun-18	Mar-18	Oct-16	Oct-14	Listing
Sale Price - \$/SF	\$12.13	\$6.50	\$5.23	\$5.79	\$6.48	\$9.13
Size (acres)	0.35	1.64	1.23	3.17	1.01	0.88
Density - Units/Ac						
Property Rights/Financing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Motivation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Market Conditions	0.0%	0.0%	0.0%	10.0%	20.0%	-10.0%
Adjustment %	0.0%	0.0%	0.0%	10.0%	20.0%	-10.0%
Partially Adjusted \$/sq ft	\$12.13	\$6.50	\$5.23	\$6.37	\$7.77	\$8.22
Other Adjustments						
Environment (Subject)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Environment (Donation)	-70.0%	-70.0%	-70.0%	-70.0%	-70.0%	-70.0%
Zoning/Density	0.0%	10.0%	0.0%	0.0%	0.0%	0.0%
Size	0.0%	0.0%	0.0%	-5.0%	0.0%	0.0%
Shape - Subject	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%
Shape - Donation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Location/Neighborhood	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Exposure	-5.0%	0.0%	0.0%	0.0%	-5.0%	0.0%
Access	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment/sq ft (Subject)	-10.0%	5.0%	-5.0%	-10.0%	-10.0%	-5.0%
Adjustment/sq ft (Donation)	-75.0%	-60.0%	-70.0%	-75.0%	-75.0%	-70.0%
Adjusted Prices/sq ft (Subject)	\$10.92	\$6.83	\$4.96	\$5.74	\$7.00	\$7.81
Adjusted Prices/sq ft (Donation)	\$3.03	\$2.60	\$1.57	\$1.59	\$1.94	\$2.47

**Land Value
Conclusion**

Overall, the sales represent a generally similar group of investments for development with highest and best use similar to that concluded for the subject. Other than the environmental adjustment for the Donation parcel, the adjustments are generally minor.

After adjustment, the land sales provide indications that range of \$4.96 to \$10.92/sq ft for the Subject with an average of \$7.21/sq ft. For the Donation, the comparisons provide value indications ranging from \$1.57 to \$3.03/sq ft with an average of \$2.20/sq ft. The two best comparisons provide average indications \$8.96/sq ft for the Subject and \$2.49/sq ft for the Donation. Most weight is placed on these two sales and \$9.00/sq ft is selected for the Subject and \$2.50/sq ft for the Donation.

Applying these amounts to the respective parcels results in a total of \$230,000 for the Subject and \$210,000 for the Donation. .

Land Value Conclusion

Subject

\$230,000

Donation

\$210,000

Land As Vacant

ADDENDUM

R/W Vacation Materials



Building Permit Application

STREET VACATION (ROW)

CITY OF VANCOUVER

Submit to: 415 W 6th ST ~ Vancouver, WA 98660
PO Box 1995 ~ Vancouver, WA 98668
Phone (360) 487-7800 Fax (360) 487-7808
www.cityofvancouver.us

STREET VACATION INFORMATION AND LOCATION	
➔ Job site address: 10400, 10420, & 10500 NE 51st Cir	
Suite/bldg./apt #:	
Project name (if applicable): Affinity at Vancouver	
Tax Assessor Serial Number: 159847000, 8000, & 9000	
Nearest intersection if no site address:	
DESCRIPTION OF WORK	
Vacate a small portion of 51st Circle loop road to create a buildable lot and construct a 170 unit senior living community. The loop road will be replaced by a cul-de-sac with landscaping, new Kevanna park parking, and park entrance.	
☒ APPLICANT	☒ CONTACT PERSON
Business name: Affinity at Vancouver, LLC	
Contact name: Robert Ketner	
Address: 120 W. Cataldo Ave, suite 100	
City/State/Zip: Spokane, WA 99201	
Phone: () 509-321-3204	Fax: () 509-922-2251
E-mail (required): robertk@inlandconstruction.com	
☒ PROPERTY OWNER	☐ TENANT
Name: Weston Investment Co. LLC	
Address: 2154 NE Broadway, suite 200	
City/State/Zip: Portland, OR 97232	
Phone: () 503-284-9005	Fax: ()
☐ CONTRACTOR	
Business name: TBD	
Contact name:	
Address:	
City/State/Zip:	
Phone: ()	Fax: ()
WA State Contractor License #:	

MINIMUM SUBMITTAL REQUIREMENTS		
- Any fees associated with the application - Written narrative (including vacation proposal and square footage of area to be vacated) - Survey information including - Meets and bounds - Boundary description - Letter requesting vacation (signed by current owner on record)		
RECOMMENDED SUBMITTAL REQUIREMENTS		
Appraisal (prepared by Washington State licensed appraiser)		
TIMELINES		
- The City of Vancouver has 14 calendar days to deem an application Fully Complete (FC). - The City of Vancouver has 30 calendar days to make a determination regarding the request for right-of-way vacation. - After a determination has been made, public hearings will be held within 60 days.		
FEES		
Per ordinance #M-1993, the applicable filing fees are listed below based upon the size of area proposed to be vacated.		
Size of area	0 to 4,000 square feet	\$150.00
	4,000 to 10,000 square feet	\$250.00
	In excess of 10,000 square feet	\$500.00
All street vacation approval is subject to City Council approval and Public Hearing process		
REQUIRED SIGNATURES		
Applicant signature:		
Print name: Robert Ketner	Date: 4/27/18	
Property owner signature:		
Print name: Joseph Weston	Date: 4/27/18	



Inland Group

Comprehensive Multifamily Construction & Development Services

June 27, 2018

Affinity at Vancouver ROW Vacation Narrative

We are requesting a right of way vacation and transfer of approximately 0.58 acres of the vacated property, consisting of a portion of the loop road at the end of NE 51st Circle in Vancouver, Washington. The subject property is legally described in Exhibit A and depicted in Exhibit B. The vacated property will be combined with the three adjacent parcels to the north and west, to create a single developable lot for a 170-unit senior housing community to be known as Affinity at Vancouver.

In exchange for the 0.58 acres, we are proposing to transfer to the City the entire 1.92 acre parcel adjacent to the loop road. This parcel (Clark County Parcel No. 159851000, with a street address of 10601 NE 51st Circle), as shown on Exhibit F, is also adjacent to Kevanna Park and has a substantial number of mature trees (so may be used for park expansion and/or tree preservation purposes). Following the right of way vacation, in conjunction with the development and construction of Affinity at Vancouver, we would create a cul-de-sac turnaround at the new end of NE 51st Circle (to replace the loop road), remove and replace any loop road impervious surfaces and improvements, create a new parking area for Kevanna Park, and create a new park entrance as desired by the Parks Department. A concept drawing of our proposed new park entrance and parking is attached as Exhibit D. The park area could be reconfigured to incorporate the remaining city owned property within the loop road and the 1.92 acre parcel transfer.

This vacation of right of way (and elimination of the loop road) has been generally supported in previous conversation with City staff (including the Parks and Transportation Departments). Due to the secluded nature of the loop road, we understand it has become an overnight parking area for large trucks, a rest area for transients, and a location where deviant activity has become common place (none of which correspond well with Kevanna Park). Vacating the right of way will eliminate the unintended and undesired uses of the loop road, as will the presence of the Affinity at Vancouver project. An active resident population who care about the neighborhood will place "eyes on the street" helping to keep Kevanna Park a safe, peaceful, and friendly place.

Thank you for your consideration. Please feel free to contact us should you have any questions.

Sincerely,

Applicant
Robert Ketner
Affinity at Vancouver, LLC
509-321-3204
robertk@inlandconstruction.com

Property Owner
Joseph Weston
Weston Investment Co., LLC
503-284-9005
joe@westoninv.com

Attachments:

Exhibit A – ROW Vacation Legal Description

Exhibit B – ROW Vacation Survey

Exhibit C – Affinity at Vancouver Site Plan

Exhibit D – Kevanna Park Entrance & Parking Concept

Exhibit E – ALTA Survey of Existing Conditions

Exhibit F – Parcel Map of Proposed Land to Exchange/Expand Kevanna Park

EXHIBIT "A"

RIGHT OF WAY RELINQUISHMENT FROM THE CITY OF VANCOUVER LEGAL DESCRIPTION

A portion of that real property conveyed to Clark County, Washington by statutory warranty deed recorded June 5, 1989 under Auditor's File No. 8906050062 for N. E. 51st Street R. I. D. Right-of-Way, situate in the Thomas Nerton D. L. C., Section 16, Township 2 North, Range 2 East, W.M. in the City of Vancouver, County of Clark, State of Washington and being more particularly described as follows:

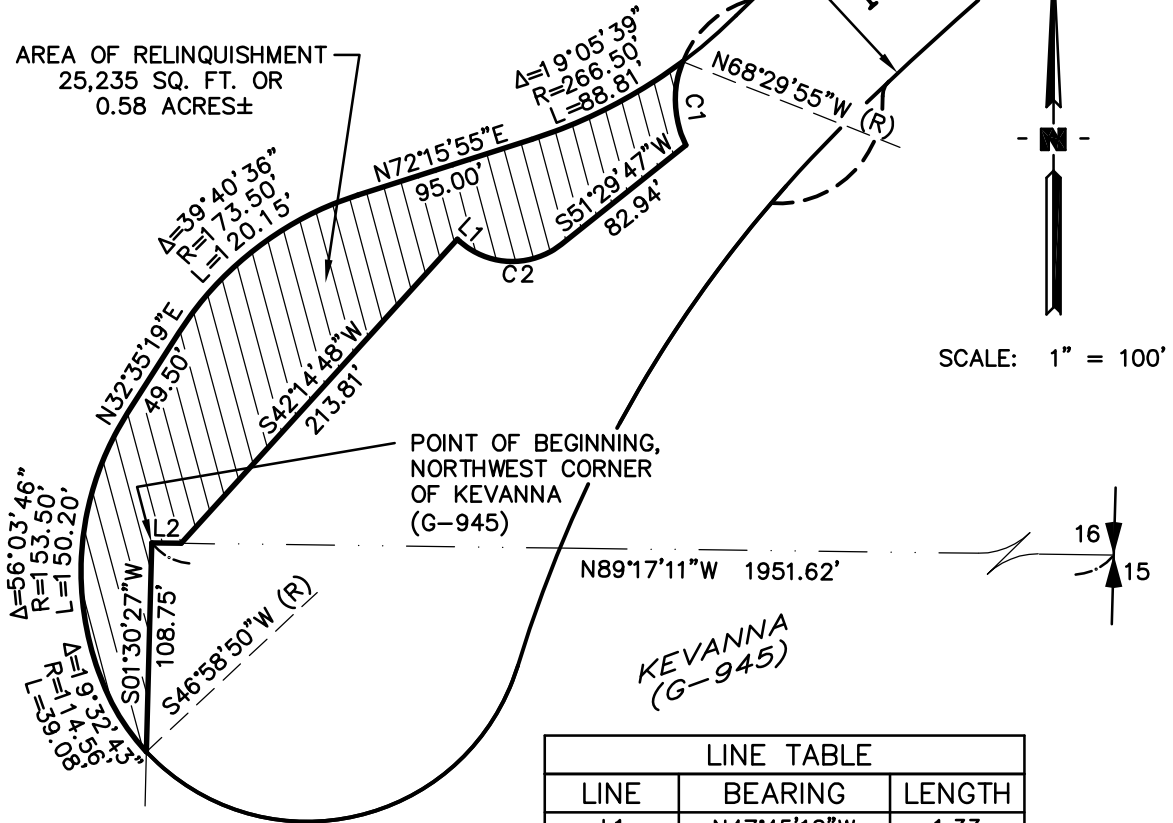
COMMENCING at the East quarter corner of said Section 16; thence North 89°17' 11" West 1951.62 feet along the north line of *KEVANNA* according to the Plat thereof recorded in Book "G", page 945 in the records of Clark County, Washington, to the northwest corner thereof and the POINT OF BEGINNING; thence South 1°30' 27" West 108.75 feet along the west line of said *KEVANNA* to a point on the described right-of-way line according to said statutory warranty deed recorded under Auditor's File No. 8906050062, said point being on a curve having a radius of 114.56 feet, the center of which bears North 46°58' 50" East; thence, along the said described right-of-way, northerly along said curve through a central angle of 19°32' 43", an arc distance of 39.08 feet to a point of compound curve having a radius of 153.50 feet; thence northerly along said curve through a central angle of 56°03' 46", an arc distance of 150.20 feet; thence North 32°35' 19" East 49.50 feet to the beginning of a tangent curve to the right having a radius of 173.50 feet; thence northeasterly along said curve through a central angle of 39°40' 36", an arc distance of 120.15 feet; thence North 72°15' 55" East 95.00 feet to the beginning of a tangent curve to the left having a radius of 266.50 feet; thence northeasterly along said curve through a central angle of 19°05' 39", an arc distance of 88.81 feet to the cusp of a curve to the left having a radius of 54.00 feet, the center of which bears South 68°29' 55" East; thence, leaving said described right-of-way, southerly along said curve through a central angle of 47°33' 51", an arc distance of 44.83 feet; thence South 51°29' 47" West 82.94 feet to the beginning of a tangent curve to the right having a radius of 41.00 feet; thence westerly along said curve through a central angle of 80°45' 01", an arc distance of 57.78 feet; thence North 47°45' 12" West 1.33 feet; thence South 42°14' 48" West 213.81 feet to a point on said north line of *KEVANNA*; thence North 89°17' 11" West 15.34 feet along said north line of *KEVANNA* to the point of beginning. Said described parcel contains 25,235 square feet or 0.58 acres, more or less.



EXHIBIT "B"

RIGHT OF WAY DESCRIBED
IN STATUTORY WARRANTY
DEED NO. 8906050062.

AREA OF RELINQUISHMENT
25,235 SQ. FT. OR
0.58 ACRES±



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°45'12"W	1.33
L2	N89°17'11"W	15.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	47°33'51"	54.00	44.83
C2	80°45'01"	41.00	57.78

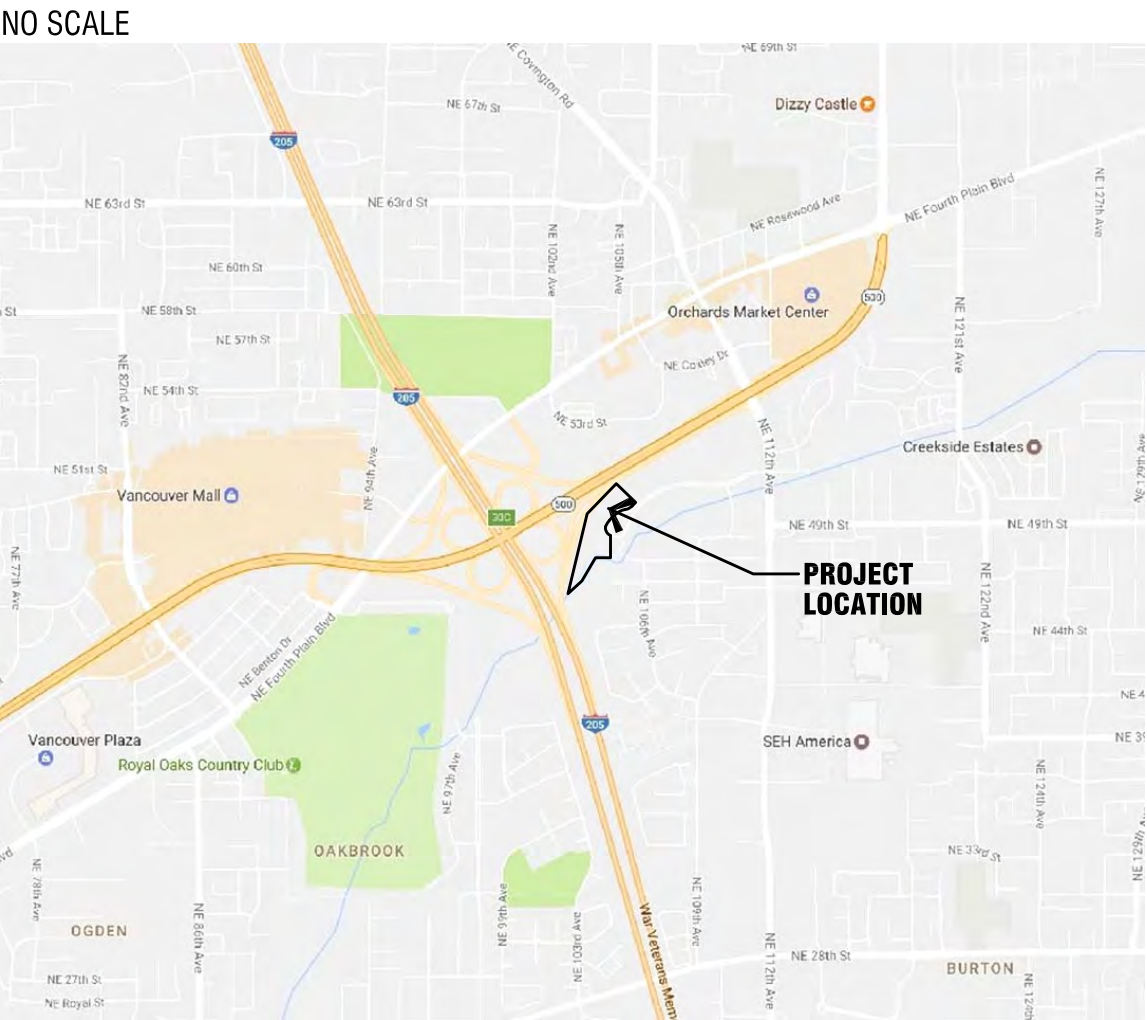


RIGHT OF WAY RELINQUISHMENT
NE 51st CIRCLE
FROM THE CITY OF VANCOUVER
IN THE THOMAS NERTON D.L.C.
IN SECTION 16, T 2 N, R 2 E, WM
CLARK COUNTY, WASHINGTON



DURYE & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 17-2315

VICINITY MAP



AERIAL MAP



PROJECT DIRECTORY

DEVELOPER: AFFINITY AT VANCOUVER, LLC
220 W. CATALDO, SUITE 100
SPOKANE, WA 99201
(509) 321-3205

ARCHITECT: THE ARCHITECTS OFFICE, PLLC
499 MAIN ST.
BOISE, IDAHO 8372
(208) 343-2931

Exhibit C



SITE DATA

SCALE: 1"=40'-0"

PROPERTY AREAS:		
PARCEL 1:	77,538 ± S.F.	1.78 ± ACRES
PARCEL 2:	79,085 ± S.F.	1.82 ± ACRES
PARCEL 3:	198,756 ± S.F.	4.56 ± ACRES
TOTAL:	355,379 ± S.F.	8.16 ± ACRES

PROPOSED MAIN BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-A
HEIGHT:	4 STORIES
UNITS:	170
FOOTPRINT:	46,370 ± S.F.
TOTAL AREA:	180,154 ± S.F.

PROPOSED POOL BUILDING:	
OCCUPANCY:	A-3
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
AREA:	5,347 ± S.F.

PROPOSED GARAGE BUILDINGS:	
OCCUPANCY:	U
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
NUMBER OF BUILDINGS:	5
AREAS:	2,728 ± S.F. - 4,224 ± S.F.

PROPOSED PARKING:	
STANDARD OPEN STALLS:	162
OPEN ACCESSIBLE STALLS:	11
STANDARD GARAGE STALLS:	62
ACCESSIBLE GARAGE STALLS:	2
TOTAL PARKING:	237 (1.4/unit)

BUILDING DATA

	GROSS*
FIRST FLOOR	
FIRST FLOOR: NORTH WING	12,759 S.F.
FIRST FLOOR: CENTER CORE	17,598 S.F.
FIRST FLOOR: SOUTH WING	16,013 S.F.
TOTAL FIRST FLOOR	46,370 S.F.
SECOND FLOOR	
SECOND FLOOR: NORTH WING	12,921 S.F.
SECOND FLOOR: CENTER CORE	17,645 S.F.
SECOND FLOOR: SOUTH WING	16,172 S.F.
TOTAL SECOND FLOOR	46,738 S.F.
THIRD FLOOR	
THIRD FLOOR: NORTH WING	12,921 S.F.
THIRD FLOOR: CENTER CORE	14,430 S.F.
THIRD FLOOR: SOUTH WING	16,172 S.F.
TOTAL THIRD FLOOR	43,523 S.F.
FOURTH FLOOR PLAN	
FOURTH FLOOR: NORTH WING	12,921 S.F.
FOURTH FLOOR: CENTER CORE	14,430 S.F.
FOURTH FLOOR: SOUTH WING	16,172 S.F.
TOTAL FOURTH FLOOR	43,523 S.F.
TOTAL BUILDING	180,154 S.F.

* AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR CANOPIES AND DECKS.

UNIT TYPE DATA

UNIT TYPE	FLOOR			BUILDING TOTAL	TUB	SHOWER	HUD NET AREA*	UNIT GROSS AREA**	UNIT GROSS TOTAL	
	1	2	3							
A-1s	1	1	1	3			457	495	1,485	
A-2	1	1	1	1	4		457	495	1,980	
A-HC				1		3	457	495	495	
TOTAL A UNITS (STUDIO)				8						
B-1	8	8	7	7	30		553	595	17,850	
B-2s	4	4	4	4		16	638	684	10,944	
B-3		2			4		553	600	2,400	
B-4s	2	2	2	2		8	549	592	4,736	
B-5s	2	2	2	2		8	549	592	4,736	
B-HC	1	1	1	1		4	553	595	2,380	
TOTAL B UNITS (1-BED)				70						
C-1	2	2	2	2	8		737	791	6,328	
C-5s	1	1	1	1		4	766	821	3,284	
C-HC	1	1	1	1		4	766	821	3,284	
TOTAL C UNITS (2-BED/1-BATH)				16						
C-2	1	1	3	3	8		757	810	6,480	
C-3s	3	3	3	3	12	12	794	849	10,188	
C-4s	3	3	3	3	12	12	936	1,000	12,000	
C-6s	1	1	1	1	4	4	786	840	3,360	
TOTAL C UNITS (2-BED/1.5-BATH)				36						
D-1s	2	2	2	2	6	6	951	1,007	6,042	
D-2s	1	1	1	1	3	3	863	922	2,766	
D-3s	1	1	1	1	3	3	894	952	2,856	
D-4s	1	1	1	1	4	4	1,119	1,192	4,768	
D-5s	2	2	2	2	6	6	1,132	1,197	7,182	
D-6s	2	2	2	2	2	2	966	1,029	2,058	
D-7s	1	1	1	1	4	4	1,123	1,196	4,784	
D-8s	2	2	2	2	8	8	966	1,025	8,200	
D-9s	1	1	1	1	4	4	962	1,020	4,080	
TOTAL D UNITS (2-BED/2-BATH)				40						
TOTALS				38	42	45	45	170		134,666

* AS MEASURED TO INSIDE FINISH OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS. PER HUD REQUIREMENTS.
** AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS.

UNIT KEY:	A = STUDIO B = (1) BEDROOM (1) BATHROOM C = (2) BEDROOM (1) BATHROOM & (1.5) BATHROOM D = (2) BEDROOM (2) BATHROOM HC = HANDICAP ACCESSIBLE (TYPE A DWELLING UNIT) S = ROLL-IN SHOWER
-----------	--



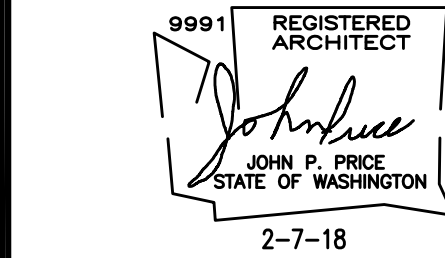
499 MAIN STREET (208) 343-2931
BOISE, IDAHO 83702 TAOIDAH.COM

PROJECT

AFFINITY AT VANCOUVER

NW 51ST STREET
VANCOUVER, WASHINGTON

SEAL



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FILE

DATE

MARCH 9, 2018

FILE NO.

17-208 A1.0

DRAWN

JOHN PRICE

REVISIONS

SHEET

A1.0
SITE PLAN

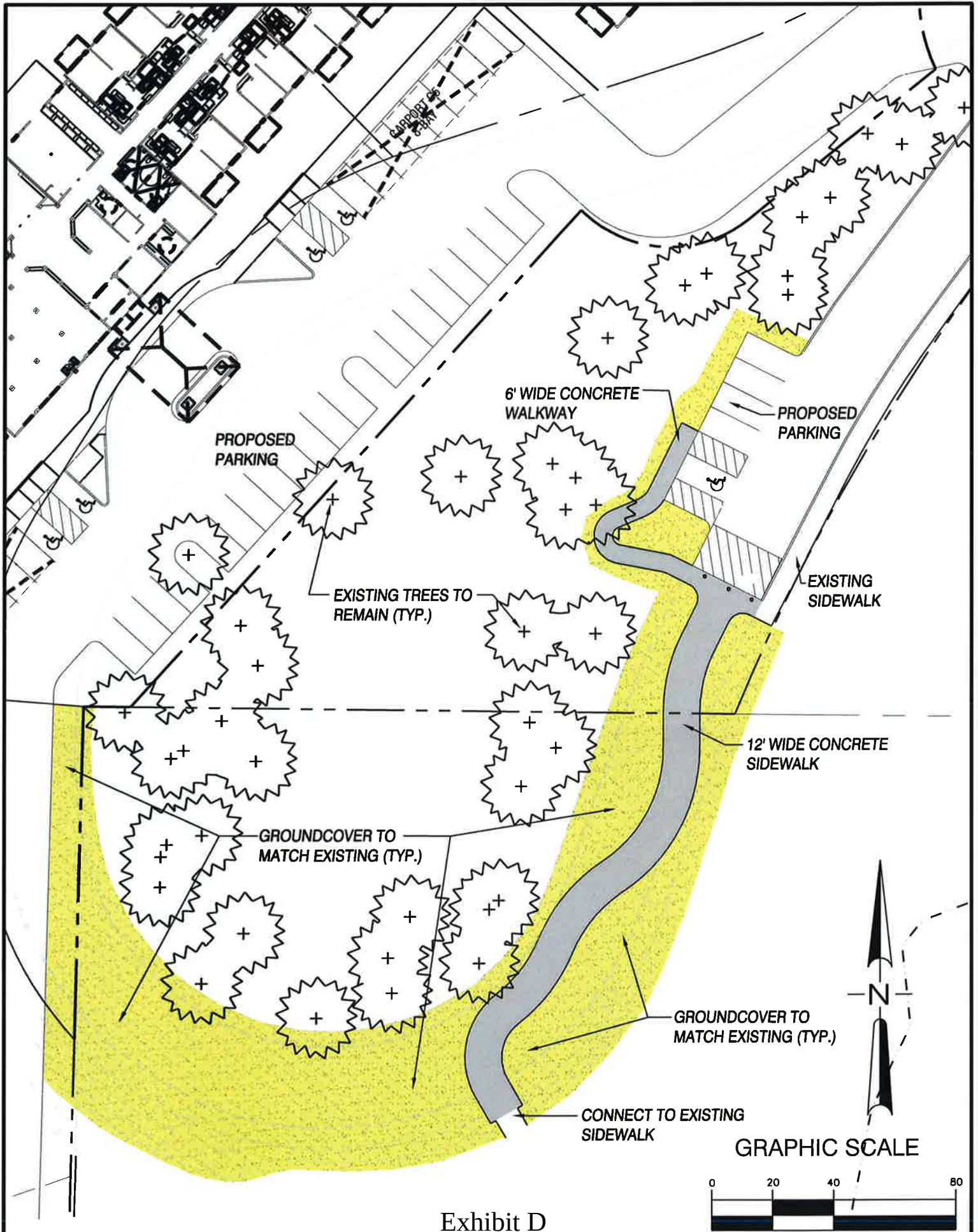


Exhibit D

LEGAL DESCRIPTION:

PARCEL I:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

PARCEL II:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

LEGAL DESCRIPTION:

PARCEL III:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT FOR TITLE INSURANCE NUMBER 622-87816 AMENDMENT 3 - UPDATE DATED MAY 16, 2018.

CHICAGO TITLE COMPANY OF WASHINGTON
COMMITMENT NO. 622-87816 AMENDMENT 2
SCHEDULE B - EXCEPTIONS:

- LANDSCAPE MAINTENANCE AGREEMENT RECORDED JULY 18, 1989 UNDER RECORDING NO. 8907180085; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G557618; AFFECTS PARCEL I OF THE SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G558545; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- DRAINAGE EASEMENT RECORDED OCTOBER 30, 1972 UNDER RECORDING NO. G617364; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID LAND AND THE HIGHWAYS CONSTRUCTED ON LANDS CONDEMNED BY PROCEEDINGS UNDER CLARK COUNTY SUPERIOR COURT CAUSE NO. 53048; AFFECT NOT DETERMINED, NOT PLOTTED, DOCUMENT NOT PROVIDED.
- SEWER EASEMENT RECORDED NOVEMBER 13, 1973 UNDER RECORDING NO. G649934; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 19, 1973 UNDER RECORDING NO. G650247; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650819; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR RIGHT-OF-WAY RECORDED MAY 17, 1974 UNDER RECORDING NO. G662810; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, LOCATION OF GUY ANCHOR IS NOT DESCRIBED.
- EASEMENT RECORDED APRIL 7, 1976 UNDER RECORDING NO. G719262; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED JUNE 3, 1982 UNDER RECORDING NO. 8206030086; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300123; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- WATER EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300124; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210125; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR ROADWAY SLOPES RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210126; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- UTILITY EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100183; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.
- GREENBELT EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100184; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED AUGUST 23, 1988 UNDER RECORDING NO. 8808230099; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED DECEMBER 13, 1988 UNDER RECORDING NO. 8812130059; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED OCTOBER 18, 1996 UNDER RECORDING NO. 9610180031; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SANITARY SEWER EASEMENT RECORDED AUGUST 29, 2003 UNDER RECORDING NO. 3706578; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- CLARK COUNTY RESOLUTION NO. 1988-05-31 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030251; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- CLARK COUNTY RESOLUTION NO. 1991-09-15 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030250; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130109, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130110, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- UTILITY SERVICE COVENANT RECORDED NOVEMBER 3, 1982 UNDER RECORDING NO. 8211030009; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 5, 1989 UNDER RECORDING NO. 8907050156; RE-RECORDED JULY 7, 1989 UNDER RECORDING NO. 8907070103; FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 28, 1999 UNDER RECORDING NO. 3134263; ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JULY 20, 2015 UNDER RECORDING NO. 5194596 AND 5194598; AFFECTS SUBJECT PROPERTY, COMMON AREA PLOTTED, ALL OTHER MATTERS ARE GENERAL IN NATURE.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 31; AFFECTS SUBJECT PROPERTY; EASEMENTS PLOTTED.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 8; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650818; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.

NOTES AND COMMENTS:

- POSTED PROPERTY ADDRESS: NO POSTED PROPERTY ADDRESS, THE PROPERTY HAS NOT BEEN DEVELOPED.
PARCEL I SITE ADDRESS LISTED AS: 10500 NE 51ST CIR, VANCOUVER, WA
PARCEL II SITE ADDRESS LISTED AS: 10420 NE 51ST CIR, VANCOUVER, WA
PARCEL III SITE ADDRESS LISTED AS: 10400 NE 51ST CIR, VANCOUVER, WA
- BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE X AND A PORTION IS IN ZONE AE, OF THE FLOOD INSURANCE RATE MAPS NO. 5301100387D AND 5301100388D WHICH BOTH BEAR AN EFFECTIVE DATE OF SEPTEMBER 5, 2012 A PORTION OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- GROSS LAND AREA 356,389 SQUARE FEET OR 8.18 ACRES, MORE OR LESS.
PARCEL I: 73,961 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.
PARCEL II: 82,721 SQUARE FEET OR 1.90 ACRES, MORE OR LESS.
PARCEL III: 199,707 SQUARE FEET OR 4.58 ACRES, MORE OR LESS.
- PER THE CITY OF VANCOUVER PLANNING DEPARTMENT, THIS SITE IS CURRENTLY ZONED CG (GENERAL COMMERCIAL); CG ZONING REQUIREMENTS FOR THIS SITE:
SETBACKS:
FRONT, SIDE AND REAR SETBACKS PURSUANT TO THE SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, PLUS AN ADDITIONAL FOOT FOR EACH FOOT THE BUILDING EXCEEDS 20 FEET IN HEIGHT TO A MAXIMUM SETBACK REQUIREMENT OF 40 FEET.
HEIGHT: NONE
LOT COVERAGE: MAXIMUM DETERMINED BY COMPLIANCE WITH SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, STORMWATER STANDARDS, EROSION CONTROL, REGULATION, AND ALL OTHER APPLICABLE DEVELOPMENT STANDARDS.
PARKING: SENIOR MULTI-FAMILY HOUSING; 1 SPACE PER DWELLING UNIT
- AT THE TIME OF FIELD SURVEY, THERE WERE NO BUILDINGS ON THE SUBJECT PROPERTY.
- TOTAL PARKING SPACES 0, THE SUBJECT PROPERTY IS UNDEVELOPED.
- THE UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM PLANS AND MAPS PROVIDED BY THE CITY OF VANCOUVER AND VERIFIED BY THE VISIBLE SURFACE FEATURES OF THESE UTILITIES AND MARKINGS PROVIDED BY A 811 UTILITY LOCATE SERVICE PURSUANT TO SECTION 5.ELV. AN EXACT LOCATION OF THESE UTILITIES WAS NOT PERFORMED FOR THIS SURVEY. BEFORE DIGGING, CALL THE APPROPRIATE LOCAL UTILITY LOCATE SERVICE FOR FIELD LOCATIONS OF UNDERGROUND UTILITY LINES.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH HUD SURVEY INSTRUCTIONS AND REPORT, HUD FORM 91073(M) DATED JUNE 2014.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- PURSUANT TO THE CITY OF VANCOUVER PUBLIC WORKS DEPARTMENT WEBSITE www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1744/2017-2022_tlp_final.pdf, THERE ARE NO CURRENT PROPOSALS FOR ANY CHANGES IN STREET RIGHT OF WAY LINES ADJACENT TO THE SUBJECT PROPERTY SHOWN ON THIS SURVEY.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST.
- THE LOCATION OF THE TREES SHOWN HEREON WERE SURVEYED ACCORDING TO THE TREE LIST PREPARED BY GALEN WRIGHT OF WASHINGTON FORESTRY CONSULTANTS, INC. THE TREE NUMBER IS DEPICTED ON THE SURVEY, PLEASE REFER TO THE TREE LIST FOR THE CORRESPONDING SPECIES, DIAMETER AND OTHER INFORMATION.
- PURSUANT TO TABLE A, ITEM 19, THERE ARE NO APPURTENANT EASEMENTS LISTED IN THE REFERENCED TITLE REPORT.
- ACCESS TO PROPERTY VIA PUBLIC RIGHTS OF WAY:
NORTHEAST 51st CIRCLE (NO PHYSICAL ACCESS)
- EASEMENT RIGHTS: PLOTTABLE EASEMENTS ARE SHOWN FROM THE OWNER SUPPLIED TITLE REPORT. NON-PLOTTABLE EASEMENTS ARE NOTED ON THE SURVEY AS BEING "NOT PLOTTED". BECAUSE OUR SERVICE IS LIMITED TO REPORTING ON EASEMENT LOCATIONS, WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO VISIBLE EVIDENCE OF SITE USE AS A CEMETERY OR BURIAL GROUND.
- THE RECORD DESCRIPTION MATHEMATICALLY CLOSES.
- BASIS OF BEARINGS: THE BEARING OF NORTH 01°35'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, W.M. AS SHOWN UPON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 12, 2003 IN BOOK 51 OF SURVEYS AT PAGE 086, CLARK COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.
- THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR PUBLIC STREET RIGHTS OF WAY SHOWN ON THIS SURVEY.
- THERE ARE NO INTERIOR GAPS, GORES OR OVERLAPS BETWEEN THE PARCELS WITHIN THE SUBJECT PROPERTY.
- TAX MAP PARCEL NOS.: 159847000, 159848000 & 159849000
- THIS IS AN AS-BUILT SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.
- THIS SURVEY WAS PREPARED FOR THE PURPOSES OF OBTAINING AN EXTENDED COVERAGE TITLE INSURANCE POLICY.
- THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" WITHIN THIS SURVEY ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS AND FINDINGS SHOWN ON THIS SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER IMPLIED OR EXPRESSED.
- DURYEA & ASSOCIATES ONLY ACKNOWLEDGES SIGNED AND STAMPED MAPS AND DRAWINGS. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED MAPS AND DRAWINGS.

VERTICAL DATUM:

THE VERTICAL RELIEF SHOWN HEREON, WITH A 1 FOOT CONTOUR INTERVAL WAS PRODUCED FROM A GROUND SURVEY ON NAVD 88 DATUM.
BENCHMARK: AN ALUMINUM CAP AT THE SURFACE OF NE 51ST CIRCLE DESIGNATED IS0658 AND HAVING A PUBLISHED NAVD 88 ELEVATION OF 198.855 FEET, ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DATA SHEET, WAS USED AS THE CONTROLLING BENCHMARK.

DATUM = NAVD 88. CONVERSION TO NGVD 29 = NAVD 88 - 3.47 FEET

ON-SITE TEMPORARY BENCH MARK: THE SOUTHWEST ANCHOR BOLT ON LIGHT POLE NO. V22161303 LOCATED ON THE SOUTHERLY SIDE OF NE 51ST CIRCLE ACROSS FROM PARCEL I, HAVING AN NAVD 88 ELEVATION OF 202.04 FEET.

HORIZONTAL DATUM:

WASHINGTON SOUTH ZONE, U.S. SURVEY FEET.
CONTROLLING POINTS: THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, HAVING STATE PLANE COORDINATES OF NORTH 127,604,235 FEET AND EAST 1,114,282,095 FEET AND THE EAST QUARTER CORNER OF SAID SECTION 16, HAVING STATE PLANE COORDINATES OF NORTH 124,980,231 FEET AND EAST 1,114,208,455 FEET ARE TO BE USED AS THE BASIS OF HORIZONTAL CONTROL.

THE GRID BEARING BETWEEN CONTROLLING MONUMENTS BEING N01°35'43"E.

POSSIBLE ENCROACHMENTS:

THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS ON THE ADJOINING PROPERTY ONTO SUBJECT PROPERTY, AND NO ENCROACHMENTS BY IMPROVEMENTS LOCATED ON SUBJECT PROPERTY OVER ANY ADJOINING PROPERTY OR OVER ANY PLOTTED OR PLOTTABLE EASEMENTS.

SURVEYOR'S CERTIFICATION:

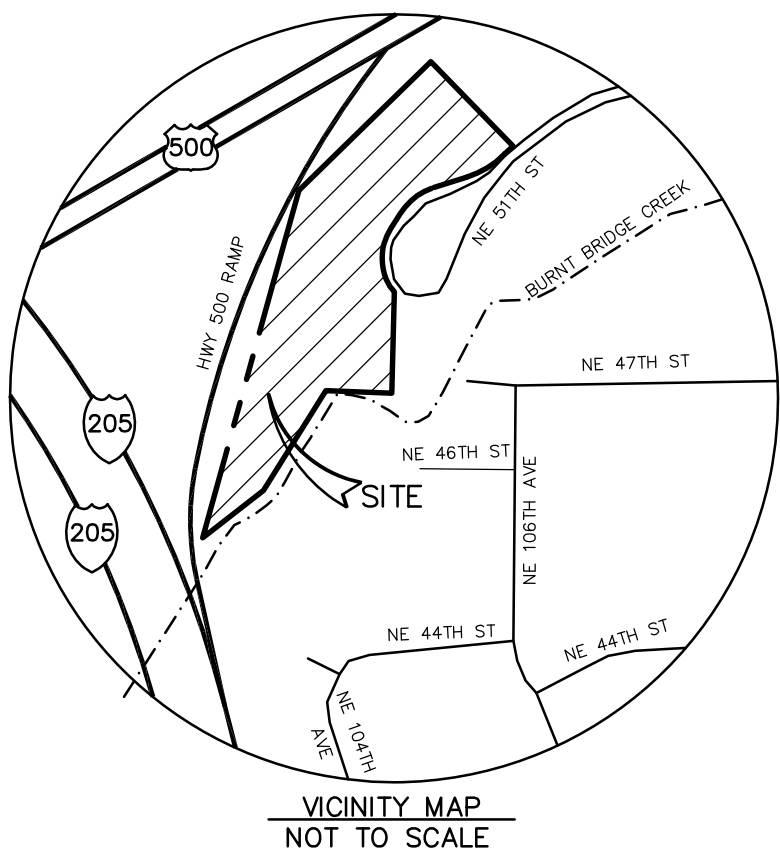
To: Affinity at Vancouver, LLC and Chicago Title Company of Washington.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19, 20 and 21 (topographic survey for design purposes) of Table A thereof. The field work was completed on August 31, 2017.

Date of Plat or Map: 09/11/2017

PRELIMINARY

Mitchell Duryea
LS 33658
Exp. 9/17/2019
mitch@duryea-associates.com



ALTA/NSPS LAND TITLE SURVEY

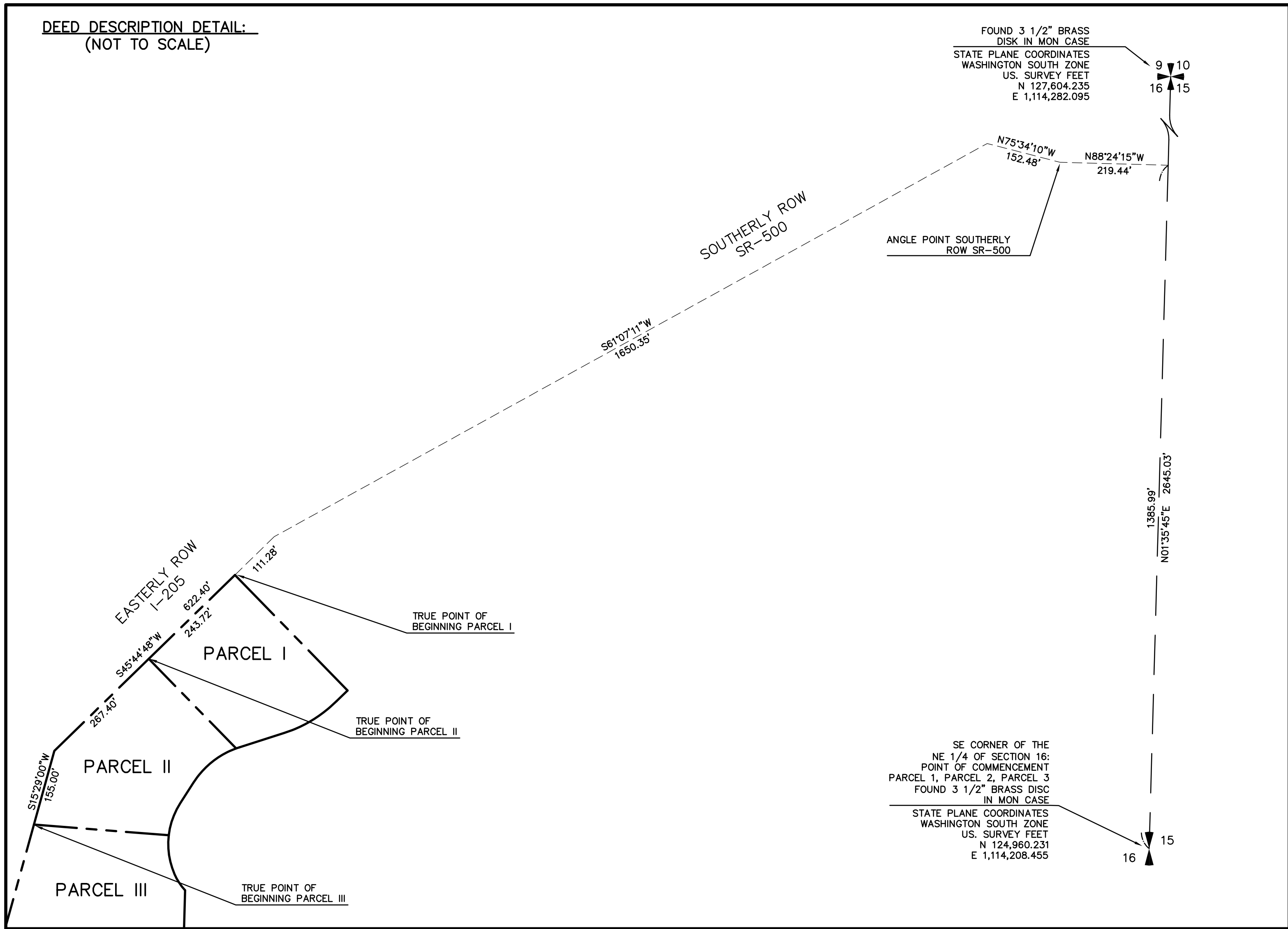
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON

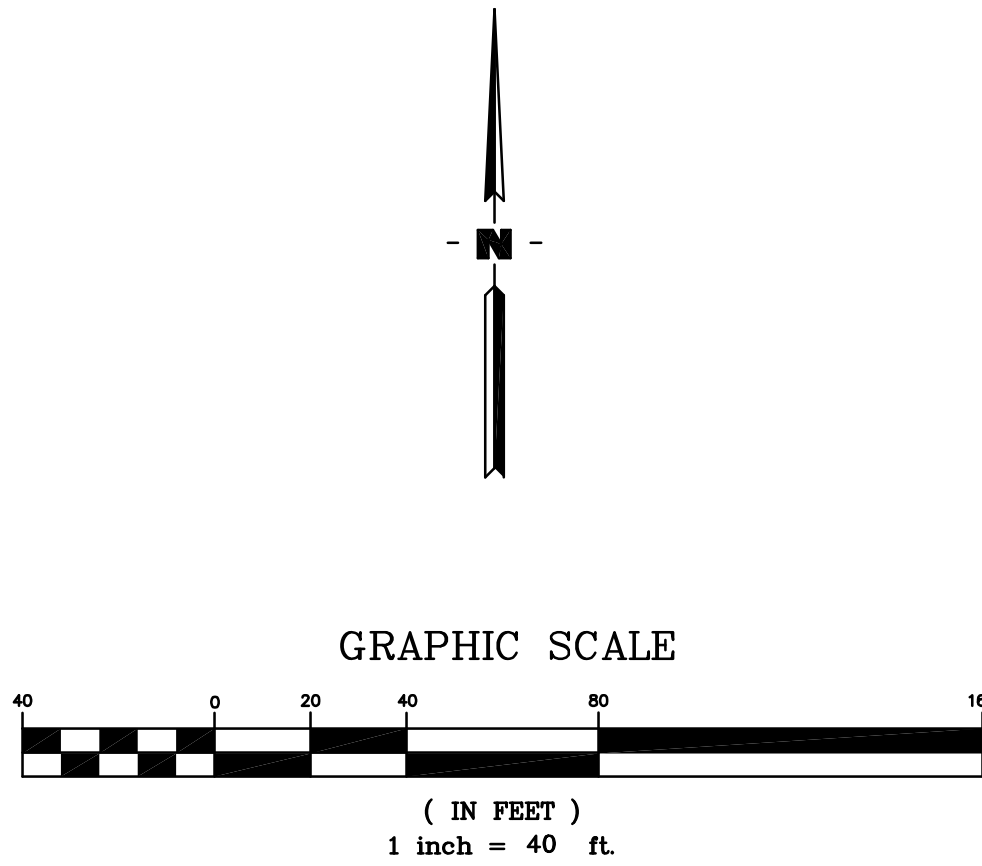
DURYEA & ASSOCIATES
Surveying and Mapping

2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	1 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315

DEED DESCRIPTION DETAIL:
(NOT TO SCALE)





TRUE POINT OF BEGINNING PARCEL II
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL I
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL III
(SEE DEED DESCRIPTION DETAIL)

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 127,604.235
EAST 1,114,282.095

NE 51st CIRCLE (WIDTH VARIES)
(A PUBLIC STREET)

NE 112th AVENUE

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 124,960.231
EAST 1,114,208.455

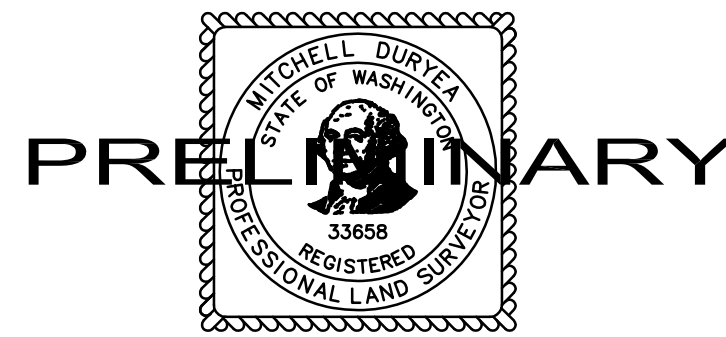
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°35'19"W	49.50'
L2	N72°15'55"E	95.00'
L3	N44°43'18"W	39.00'
L4	S32°35'19"W	49.50'
L5	N72°15'55"E	95.00'

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	114.56'	19°32'43"
C2	153.50'	30°09'43"
C3	153.50'	25°54'03"
C4	173.50'	37°20'28"
C5	173.50'	2°20'08"
C6	266.50'	26°59'12"
C7	1540.00'	1°09'33"
C8	692.00'	28°21'10"
C9	94.06'	139°35'59"
C10	133.00'	56°03'46"
C11	153.00'	39°40'36"
C12	287.00'	26°59'12"
C13	1500.00'	4°22'25"

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF ASPHALT
- APPROXIMATE CENTERLINE OF BURNT BRIDGE CREEK
- FLOOD ZONE BOUNDARY
- CHAINLINK FENCE AS NOTED
- WOOD FENCE AS NOTED
- 6" VINYL FENCE
- GUARD RAIL
- CONCRETE SURFACE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC/TELEPHONE LINE

- FIRE HYDRANT
- WATER VALVE
- WATER BLOW OFF VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELECOMMUNICATION RISER
- LIGHT STANDARD
- SIGN
- TEST PIT
- MONITORING WELL
- TREE LOCATION AND NUMBER PER TREE LIST
- RECORD BEARING AND/OR DISTANCE
- LANDSCAPED AREA
- TRASH ENCLOSURE
- FOUND AS NOTED
- FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
- BENCHMARK

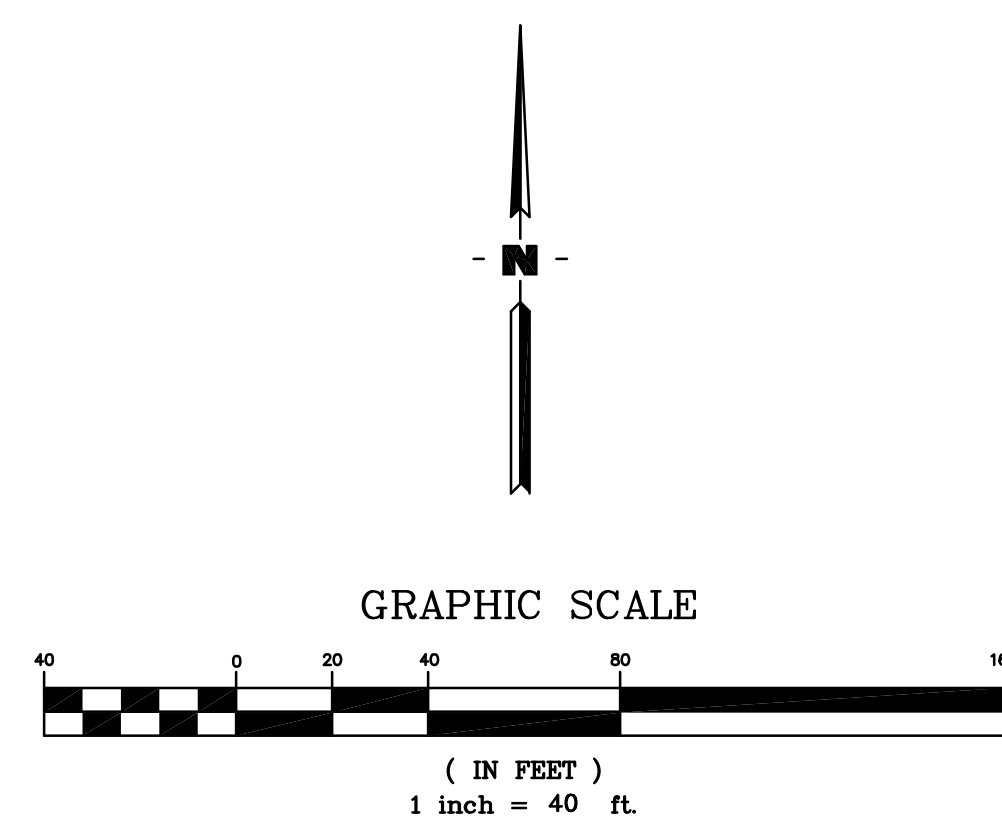
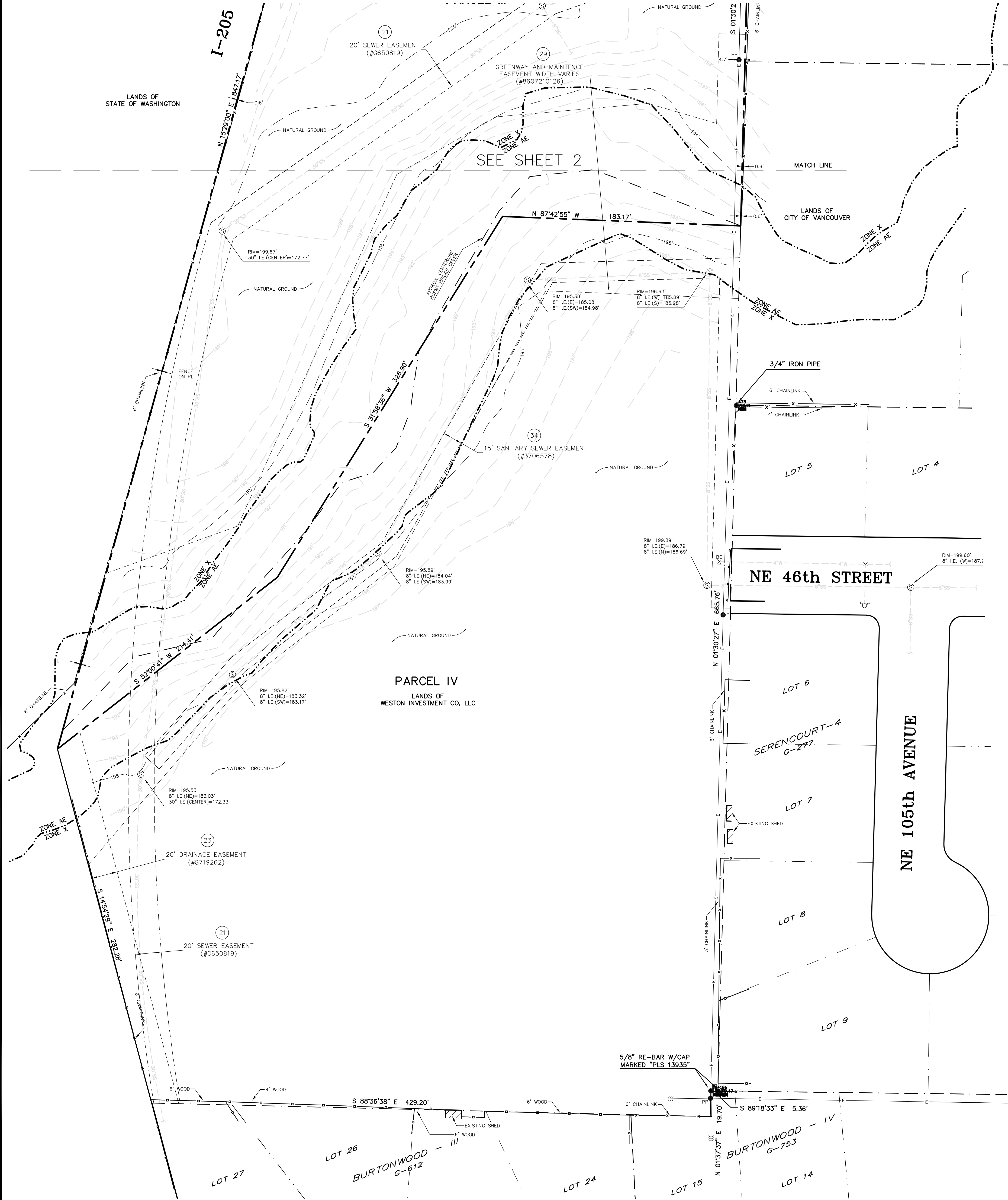


ALTA/NSPS LAND TITLE SURVEY
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: SEPTEMBER, 2017	SHEET: 2 OF 3
SCALE: 1" = 40'	
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



- LEGEND:**
- PROPERTY LINE
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 - 6" CONCRETE CURB
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 - TRASH ENCLOSURE
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 - FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
 - BENCHMARK



PRELIMINARY

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C12	287.00'	26°59'12"	135.18'
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ALTA/NSPS LAND TITLE SURVEY

AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
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DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	3 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315

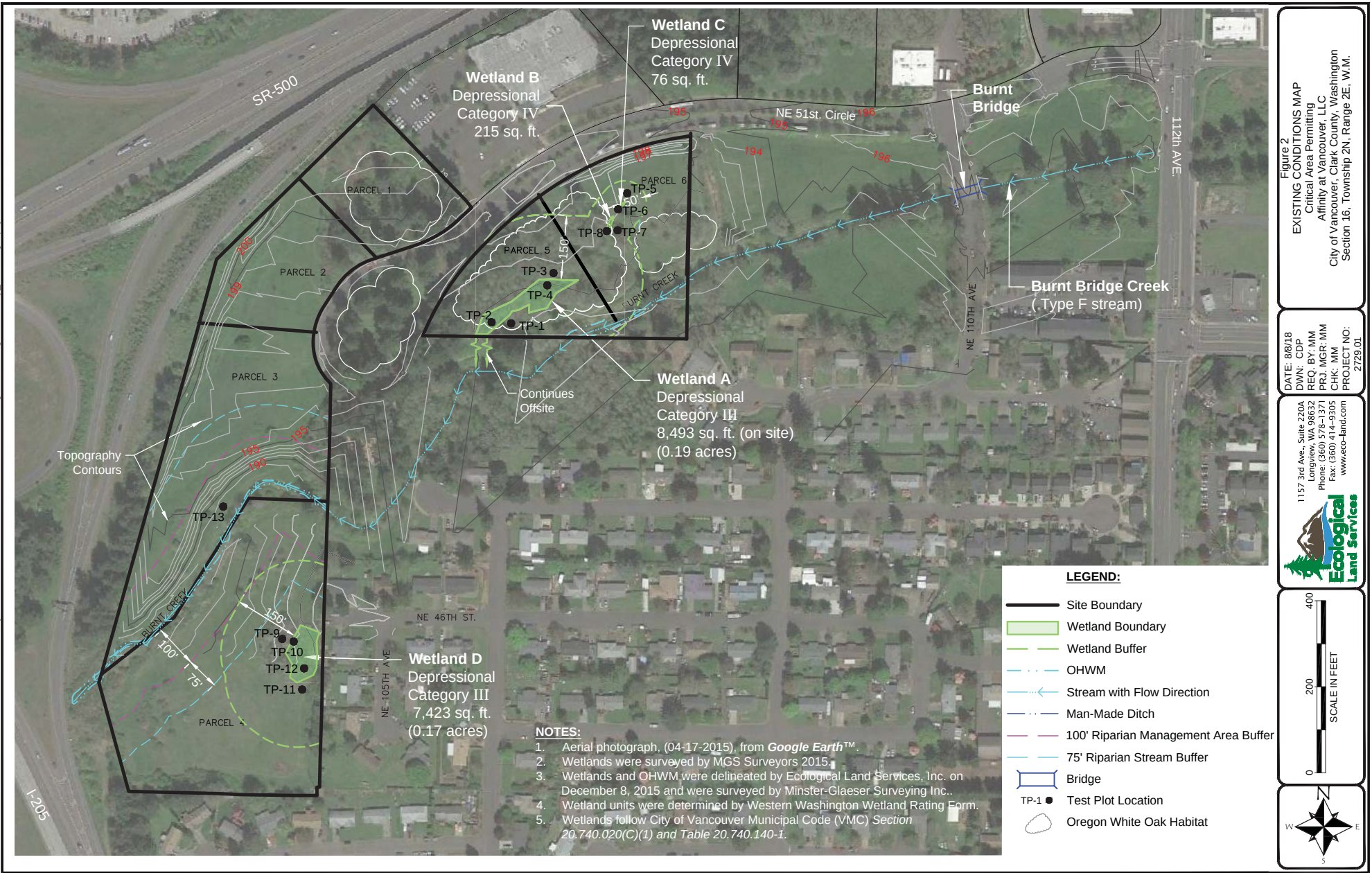


Exhibit F



- Legend
- Taxlots
 - ImageOrtho
 - Red: Red
 - Green: Green
 - Blue: Blue
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:



Reasonable Use Exemption

Section 20.740.080 Reasonable Use Exceptions

A. Exception Request and Review Process.

If the application of this chapter would deny all reasonable economic use of the subject property, the city shall determine if compensation is an appropriate action, or the property owner may apply for an exception pursuant to this section. Exceptions from the standards of this chapter may be authorized by the city in accordance with the procedures set forth in VMC 20.210.060, Type III Applications.

An application for a reasonable use exception shall be made to the city and shall include a Critical Areas Report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (RCW 43.21C). The planning official shall prepare a recommendation to the Hearings Examiner based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria in VMC 20.740.080(B).

B. Reasonable Use Review Criteria. The city shall approve applications for reasonable use exceptions when all of the following criteria are met:

1. The application of this chapter would deny all reasonable economic use of the property;
2. No other reasonable economic use of the property has less impact on the critical area;
3. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;
4. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant after the effective date of this chapter, or its predecessor;
5. The proposal does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
6. The proposal mitigates for the loss of critical area functions to the greatest extent feasible and contributes to the Critical Areas Restoration Fund for any impacts that cannot be mitigated.
7. The proposal is consistent with other applicable regulations and standards.

C. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

(M-3692, Added, 02/28/2005, Sec 2)

Appraiser's Experience



Gary Klockenteger, MAI

Senior Vice President

Valuation Advisory Services

CAREER SUMMARY

Gary Klockenteger graduated in 1967 from Kansas State University with a Bachelor of Arts Degree in Economics and from California State University; Humboldt Campus in 1974 with a Masters Degree in Regional and Natural Resource Economics. Over the past 30 years, he has provided economic and market evaluation service and appraisals to the real estate industry. In 1987 he was awarded his MAI designation by the American Institute of Real Estate Appraisers (now known as the Appraisal Institute) and is certified as a General Real Estate Appraiser by the State of Washington.

Gary's experience includes appraisals, market analyses, and feasibility studies of apartments, vacant land, large-scale residential property, retail, office, industrial and high-tech developments, visitor facilities and recreational property. Since 1990, he has specialized in apartment properties, including vacant land, proposed construction, existing properties ranging in size from less than 10 to 750 units, tax subsidized complexes, and senior independent living apartments. Assignments have been conducted throughout the Pacific Northwest, as well as other regions of the United States and overseas.

He represents clients primarily in the analysis of real estate, valuation, market, and development feasibility. Clients include individual investors, developers, corporations and government.

COURT EXPERIENCE

Washington Superior Court

PROFESSIONAL LICENSES

- State of Washington Certified General Real Estate Appraiser (No. 1100479)
- State of Oregon, Certified General Real Estate Appraiser (No. C000975)

601 Union St, Suite 4720
Seattle, WA 98101
T 206.205.0207
F 206.205.0220
garyk@kiddermathews.com
.....

Gary Klockenteger, MAI continued

PARTIAL CLIENT LIST

Allstate Life Insurance Co.	John Hancock	Quadrant Corporation
American Property Investment Co.	JPMorgan Chase Bank	Resolution Trust Co.
Bank of America	KeyBank	Seattle Mortgage
Bank of California	The Koll Co.	Short Cressman & Burgess
Bank of Montreal	Lincoln Property Co.	St. Paul Federal
California Federal Bank	Lorig Associates	Trammell Crow Residential
Central Washington University	Metropolitan Life	TRI Financial Corporation
CitiCorp Real Estate	Mitsubishi Bank	Union Bank
Continental Mortgage Co.	Mullally Development	University of Washington
Davis Wright Tremaine	New York Life	US Bancorp
Evergreen Mortgage Co.	Paine Webber	Washington Federal
First Interstate	Properties Four, Inc.	Washington Trust Bank
First Mutual Bank	Puget Power	Weyerhaeuser Real Estate
Glacier Park Co.	Puget Western	

STATE OF WASHINGTON

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION



THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

CERTIFIED GENERAL REAL ESTATE APPRAISER

GARY CURTIS KLOCKENTEGE

KIDDER MATHEWS

601 UNION STREET

SUITE 4720

SEATTLE WA 98101-2355

1100479

License Number

07/25/1991

Issued Date

08/14/2019

Expiration Date

Pat Kohler
Pat Kohler, Director



Staff Report 187-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Vancouver Municipal Code Title 11 Updates

Key Points

- Amendments to City's Transportation Code - VMC Title 11
- Modify approval process for VMC 11.60 - Long Term ROW Use Permits
- Align insurance requirements in VMC 11.60 with current City standards
- Modify compensation requirements in VMC 11.05 - ROW Vacations

Strategic Plan Alignment

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

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

Present Situation

Amendments to VMC Title 11 include a change to the approval process set forth in VMC 11.60 for Type E Long Term ROW Use Permits. Currently, Type E ROW Permits are approved by the City's Hearings Examiner. This is due in part to the nature of the encroachment and the commitment on the part of the City to allow a permanent use of the public right-of-way for a non-street purpose. Over time, nearly all of the projects requiring a Type E ROW Permit have involved encroachments that are the necessary result of the requirements set forth in the VMC Title 20 including the zero lot line setback requirements contained in VMC.630.020 and the rain protection/canopy requirements set forth in VMC 20.630.030, all of which are required for developments in the Downtown District. In addition, VMC 20.630.080.D.6 incorporates these same design requirements for developments in the Waterfront District. Since the Title 20 requirements have already been approved by City Council, there is no need for additional legislative approval for these types of encroachments and therefore, the amendments to VMC 11.60 will change the approval process for Type E ROW Permits to administrative. In addition, the insurance requirements set forth in VMC 11.60 are being modified to be consistent with the

City's current requirements.

An additional code amendment involves the compensation requirements set forth in VMC 11.05.120 for ROW Vacations. The revision will allow all applications for ROW Vacation to be reviewed under the "zero compensation" provisions of VMC 11.05.120.D and not solely those applications initiated by the City. In addition, there is a revision to VMC 11.05.120.F that addresses compensation requirements for "in-lieu" transfers of property.

Advantage(s)

Advantages of this proposed Council action include the following:

- Adds efficiency to the approval process for Type ROW Permits
- Aligns the insurance requirements for VMC 11.60 with current City standards
- Creates flexibility in the compensation requirements for ROW Vacations

Disadvantage(s)

There are no apparent disadvantages with this proposed Council action.

Budget Impact

This proposed action will have the following budget impacts:

- Reduction in the fee requirements for Type E ROW Permits
- Increases in insurance monetary limits
- Increased instances where ROW Vacations may result in zero compensation

Prior Council Review

A memorandum dated November 5, 2018 was provided to the City Manager on these proposed code changes. Information from that memorandum was shared with the City Council during the City Manager's Report on November 19, 2018.

Action Requested

On December 17, 2018, subject to second reading and public hearing, approve ordinance.

Ryan Lopossa, Streets & Transportation Manager, 487-7706

ATTACHMENTS:

- ▣ Ordinance

12/10/18
12/17/18

ORDINANCE NO. M_____

AN ORDINANCE relating to public rights-of-way and Title 11 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 11.05.120, 11.60.110, 11.60.120, 11.60.170, and 11.60.190; providing for severability; and establishing an effective date.

WHEREAS, as set forth in SR _____, it is in the public interest to amend certain sections of Title 11 of the Vancouver Municipal Code (“VMC”) to clarify requirements for compensation for street vacation, increase the maximum insurance coverage requirement for right-of-way use permits to provide adequate coverage for higher risk activities in the right-of-way, streamline the process for reviewing Type E right-of-way use permits, and to correct typographical errors; and

WHEREAS, with proper public notice, the City Council conducted a first reading of the proposed ordinance on December 10, 2018, and a public hearing concerning the ordinance and proposed code changes on December 17, 2018.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 11.05.120, adopted by Ordinance M-4026, is amended as follows:

11.05.120 Compensation for vacation.

A. Payment for Vacation. Ordinances vacating the subject property will not become effective until the owners of the abutting property have compensated the City in the amount required by this subsection.

B. For vacated properties that were not acquired at public expense and have not been part of a dedicated public right of way for 25 years or more, the owners of abutting properties must compensate the City in an amount equal to one-half of the fair market value as shown in the appraisal of the area to be vacated.

C. *Compensation for Public Expense.* For vacated properties that were acquired at public expense ~~and~~ or have been part of a dedicated public right of way for 25 years or more, the owners of abutting properties must compensate the City in an amount equal to the full fair market value of the property to be vacated as shown in the appraisal.

D. ~~*Vacation Initiated by Council Resolution*~~ *Vacation Without Compensation.* The Council may pass an ordinance to vacate a property without requiring the abutting property owners to pay the City for such vacation where:

1. The subject property was not acquired at City expense,
2. The City determines that the subject property is not needed for public travel either now or in the foreseeable future, and
3. The City's maintenance or upkeep of the subject property is unrelated to its use for public travel.

E. *Compensation for Vacation of Streets Abutting Bodies of Water.* Pursuant to Section 11.05.100, the full market value, as shown in the appraisal, of the subject property, must be paid upon the vacation of streets that abut bodies of water.

F. *In-Lieu Transfers of Property.* Conveyance of other property or infrastructure acceptable to the City may be made in lieu of the payment required by this section, whether required to mitigate adverse impacts of the vacation or otherwise. When such conveyance is made for street purposes, one-half of the fair market value as shown in the appraisal of the land conveyed will be credited to the required payment. When the conveyance is made in fee for purposes other than street purposes, the full appraised value of the land conveyed will be credited to the required payment. When the value of the in-lieu parcel is less than the payment required by this section, the property owners must pay the difference to the City. When the value of the in-lieu parcel exceeds the payment required by this section, the City may ~~will~~ pay the difference to the property owner.

G. *Vacations of Streets or Alleys Subject to 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute).* The City Council's adoption of a vacation ordinance for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute) will not require compensation by the abutting owners. However, the property owners requesting the vacation must pay the City's costs relating to researching and processing the vacation request as described in Section 11.05.040.

H. *Disposition of Revenue.* At least one-half of the received compensation will be dedicated to the acquisition, improvement, development, and related maintenance of public open space and/or transportation capital projects within the City, provided that all compensation for the vacation of property which abuts a body of water is deposited in a fund designated for the sole purpose of acquiring additional beach or water access, additional public view sites to a body of water, or additional moorage or launching sites. Any compensation received by the

City which is not dedicated to public open space or transportation capital projects or to the acquisition of additional water access, view sites or launching sites, will be deposited into the street fund. ~~The City Treasurer will make a written report of the payment to the City Council.~~

Section 2. VMC 11.60.110, adopted by Ordinance M-2876, and last amended by Ordinance M-4016, is amended as follows:

11.60.110 Decision procedures.

- A. *Application Processing.* Applications shall be processed according to the permit type and the following procedures.
- B. *Commencement of Review.* The review of an application will not commence until the application is complete as required in Section 11.60.080.
- C. *Approval Criteria.* The applicant must demonstrate compliance with the approval criteria contained in Section 11.60.120.
- D. Final action on a completed application shall consist of one of the following:
 - 1. Issuance of a right-of-way use permit in accordance with the terms of the application, or
 - 2. Issuance of a right-of-way use permit in accordance with the terms of the application as modified by any condition of approval imposed to satisfy requirements of this chapter or other applicable requirement, or
 - 3. Denial of the right-of-way use permit application by the responsible official pursuant to the criteria for approval listed in Section 11.60.120.
- E. *Decision Procedure for Type A, B, C, and D Right-of-way Use and Occupation Permits.*
 - 1. Type A, B, C, and D permit applications are decided by the Director.
 - a. *Review by the Director.* The Director shall approve, approve with conditions, or deny an application submitted under this subsection in no more than 28 calendar days after the date the application was submitted for Type A and Type B permit applications and not longer than 60 days for Type C and Type D permit applications. An applicant may agree in writing to extend the time in which the Director shall issue a decision. The Director's review shall include all of the relevant approval criteria.

b. The Director may grant a right-of-way use permit upon demonstration by the applicant of compliance with the approval criteria contained in Section 11.60.120. The Director may place conditions on the approval to require consistency with this chapter.

~~b.~~ c. *Final Decision.* The final decision on a Type A, B, C, or D application shall be mailed to the applicant by regular United States Postal Service mail to the applicant unless the applicant requests in writing an alternate method of notification.

2. The final decision on a Type A, B, C, or D permit application shall contain the following information:

a. A statement of the applicable criteria and standards pursuant to the Vancouver Municipal Code and other applicable law;

b. A statement that the proposed use complies with the criteria contained in Section 11.60.120 and any other applicable standards;

~~b.~~ c. The decision to approve or deny the application and, if approved, conditions of approval necessary to ensure the proposed use and occupation will comply with applicable law; ~~and~~

~~c.~~ d. The effective date and term of the permit; and

~~d.~~ e. The date the final decision is signed and the date the appeal period expires.

3. *Appeal of Final Decision.* Decisions on Type A, B, C, and D permits may be appealed as provided in Section 11.60.190.

F. *Decision Procedure for Type E Right-of-way Use and Occupation Permit.*

1. Applications for Type E right-of-way use permits shall be decided by the Director ~~a City Hearing Examiner~~ according to the procedures for Type II ~~III~~ decisions under VMC 20.210.060050. For the purpose of a Type E right-of-way use permit, the following modifications to VMC 20.210.060050 shall apply:

a. Type II ~~III~~ means a Type E right-of-way use permit;

b. Planning Official means Director;

c. A pre-application conference is not required.

~~c.~~ d. Any notification requirement based on distance shall be 200 feet;

~~d. e.~~ The ~~Director~~ ~~Hearing Examiner~~ shall apply the decision criteria from this chapter; and

~~e. f.~~ ~~Standing to Appeal of~~ any decision shall be pursuant to ~~this chapter~~ VMC Section 11.60.190(A)(1).

2. The ~~Director~~ ~~Hearing Examiner~~ may grant a Type E right-of-way use permit upon demonstration by the applicant of compliance with the approval criteria contained in Section 11.60.120. The ~~Director~~ ~~Hearing Examiner~~ may place conditions on the approval to require consistency with this chapter.
3. *Effective date.* A Type E permit is effective when both of the following have occurred: the permit has been issued; and the City has received proof of recording of the permit against any parcel served by the permitted use and occupation.
4. *Appeal of Final Decision.* A Type E permit decision may be appealed as provided in Section 11.60.190.

Section 3. VMC 11.60.120, adopted by Ordinance M-2876, and last amended by Ordinance M-4016, is amended as follows:

11.60.120 Approval criteria.

- A. If the ~~Director or Hearings Examiner~~ finds that the application for a right-of-way use permit conforms to the requirements and procedures of this chapter and to other applicable City code or regulations, and that the proposed use will not unduly interfere with the rights and safety of the public, the official may approve the permit and impose such conditions as are reasonably necessary to protect public health, welfare, and safety and mitigate any impacts resulting from the use.
- B. The ~~Director or Hearings Examiner~~ may approve, approve with conditions, or deny a right-of-way use permit. Approval of a proposed use is subject to compliance with all the following criteria.
 1. The proposed use must not:
 - a. impede reasonable ingress and egress to abutting properties, or
 - b. create the imminent possibility of conduct likely to endanger public safety or to result in significant property damage, or

- c. be conducted in the traveled way unless a portion of the traveled way is closed to vehicle traffic for the duration of the activity, or
 - d. violate public health or safety or laws, or
 - e. have a significant adverse impact upon residential or business access and traffic circulation in the area governed by the permit.
2. The proposed use must:
 - a. comply with the requirements for and implement a traffic control plan as directed by Section 11.40, and
 - b. obtain the approval of other agencies with authority over the proposal (e.g., the Clark County Health Department, Washington State Department of Transportation, etc.) if required by law for the proposed use, and
 - c. provide for safety and operations as approved by the Director, and
 - d. conform to the requirements of law or duly promulgated City regulations.
 3. If a right-of-way use permit was previously issued to the applicant for the same or similar purposes, the permittee must demonstrate compliance with any material term of this chapter or condition of the previously issued permit.
 4. Where the use includes a structure or appurtenance in the right-of-way, the proposed use must be approved by the City Building Official as meeting Title 17 standards.
 5. No new right-of-way use permit may be issued if an earlier right-of-way use permit has been issued for the same right-of-way to be used at the same time, except if the applicant for the later permit establishes that the two uses will not conflict.
 6. The applicant must demonstrate ability and willingness to conform to the terms and conditions of this chapter.

Section 4. VMC 11.60.170, adopted by Ordinance M-4016, is amended as follows:

11.60.170 Insurance Required.

A. Prior to the commencement of the permitted use, the permittee shall provide the City with satisfactory evidence in writing that the permittee has in force, and will maintain in force throughout the duration of the permitted use, Commercial General Liability insurance satisfactory in form and substance to the City, duly issued by an insurer approved by the State Insurance Commissioner pursuant to RCW Title 48 ~~insurance company authorized to do business in Washington.~~

B. The policy shall name the City of Vancouver as an additional insured, and as certificate holder, and apply as primary and non-contributory insurance, regardless of any insurance the City may carry. Also, the policy must include:

1. A “cross-liability” (severability of interest) clause; and

2. A provision that the City be notified not less than 30 days prior to cancellation of the policy, except in the case of non-payment, when less than 10 days prior notice is required; and

3. All policies shall be written on an occurrence form, with the exception of any Cyber Liability / Errors & Omissions policy(ies); and

4. The following coverage and minimum limits:

a. If Type A – Short-Term Permit, shall maintain a policy of Commercial General Liability insurance with the following minimum limits:

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury, each offence

b. If Type B – Encroachment Permit, shall maintain a policy of Commercial General Liability insurance with the following minimum limits:

\$500,000 Each Occurrence

\$500,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$500,000 Personal & Advertising Injury, each offence

c. If Type C – Temporary Use and Occupation Permit, shall maintain a policy of Commercial General Liability insurance with the following minimum limits:

\$1,000,000 Each Occurrence

\$1,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

- d. If Type D – Long Term Right-of-Way Use and Occupation Permit, shall maintain a policy of Commercial General Liability insurance with the following minimum limits:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Excess or Umbrella Liability coverage at limits of \$5,000,000 per occurrence and annual aggregate.

- e. If Type E – Material Encroachment Permit, shall maintain a policy of Commercial General Liability insurance with the following minimum limits:

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury, each offence

Excess or Umbrella Liability coverage at limits of \$10,000,000 per occurrence and annual aggregate.

~~3. \$1 million comprehensive general liability insurance for bodily injury or death to any one person; and~~

~~4. \$2 million comprehensive liability insurance for bodily injury or death resulting from one accident; and~~

~~5. \$1 million comprehensive general liability insurance for property damage resulting from any one accident.~~

C. The Director may require submittal of proof of liability insurance for any vehicles to be used in the course of conducting the permitted use.

D. Notwithstanding subsection B above in this section, the Director may reduce the dollar value of insurance requirements where he determines that:

1. The risk profile of the permitted activity is low because of:
 - a. The length of time of the proposed activity; and
 - b. The nature and location of the activity; and
 - c. The low potential of the activity for injury to a person or damage to public or private property; and
 - d. The limited scope of the activity.
2. The permittee's prior performance has been satisfactory and not in violation of any requirement under the code or other applicable law or regulation.

E. Notwithstanding the insurance requirements in subsections B and C of this section and except for a right-of-way use where the sale of alcoholic beverages is authorized, the Director may waive the insurance requirements of this section. In making the determination of whether to waive insurance, the Director shall consider the following factors:

1. Whether it is objectively impossible to obtain insurance coverage. To claim that it is objectively impossible to obtain insurance coverage pursuant to this section, the applicant shall submit a statement from at least two independent licensed insurance brokers demonstrating the insurance is unavailable in the market place; and
2. Whether the proposed right-of-way use will involve the use of equipment (other than sound equipment), vehicles, animals, fireworks, or pyrotechnics; and
3. Whether a fee or donation is charged or required by the permit holder; and
4. Whether the proposed use is for a Type A permit for a block party for residential neighbors to be conducted on a local street that will be closed for the duration of the small event; and
5. Whether the proposed use is for landscaping or gardening in the right-of-way by a nearby property owner or owners; and
6. Whether the proposed use meets the criteria for reduction in the dollar value of insurance requirements as set forth in subsection D of this section.

Section 5. VMC 11.60.190, adopted by Ordinance M-4016, and last amended by Ordinance M-4026, is amended as follows:

11.60.190 Appeal.

A. Appeal of decisions on ~~Type A, Type B, Type C, and Type D~~ permits.

1. *Standing to appeal.* Only the applicant and the City have standing to appeal any Type A, Type B, Type C, and Type D permit decision on a right-of-way use permit. The applicant, the City, abutting property owners, and non-abutting property owners who can show a special injury caused by issuance of the permit have standing to appeal any Type E permit decision on a right-of-way use permit.
2. Appeal of decisions on Type A, Type B, Type C, and Type D permits shall be processed according to the procedures for appeals of Type I applications ~~appeals~~ under VMC Section 20.210.130. Appeals of decisions on a Type E permit shall be processed according to the procedures for appeals of Type II applications under 20.210.130.
3. Subsequent appeals therefrom shall be to Superior Court under Revised Code of Washington Chapter 7.16.

~~B. Appeal of a Type E permit decision.~~

- ~~1. *Standing to appeal.* The applicant, the City, abutting property owners, and non-abutting property owners who can show a special injury caused by issuance of the permit have standing to appeal any Type E permit decision on a right-of-way use permit.~~
- ~~2. Appeal of a Type E permit decision shall be to City Council. The City Council shall make a legislative decision regarding any such appeal.~~
- ~~3. Subsequent appeals therefrom shall be to Superior Court under Revised Code of Washington Chapter 7.16.~~

Section 6. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 7. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to public rights-of-way and Title 11 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 11.05.120, 11.60.110, 11.60.120, 11.60.170, and 11.60.190; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report 188-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Vancouver Municipal Code Title 14 Updates

Key Points

The attached ordinance clarifies several items within the Water, Sewer, Surface Water ordinances pertaining to definitions, regulations, and charges. Specifically this ordinance will:

- Make language gender neutral
- Clarify when the City will provide water service line installations or relocations
- Add customer convenience option for backflow device testing
- Remove the exemption for the Sewer Area Charge (precursor to the System Development Charge (SDC))
- Clarify SDC credits available for inactive water and sewer services
- Clarify usage of the SDC capital surcharge program
- Clarify how mobile home parks shall be billed for surface water charges
- Update the septage fee

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

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

- VMC 14.04.020 - Change reference to the Public Works Director to be gender neutral.
- VMC 14.04.090(B)3 - Operations staff do not have the resources to perform half street restoration. Therefore, if half street restorations are required as part of a water service installation or relocation then the applicant will need to hire a private contractor to do the work.

- VMC 14.04.090 (C) - The Portland Consumer Price Index (CPI) is no longer being used and has been replaced by the Seattle-Bellevue CPI. Additionally, the annual CPI is not released until after January 1st each year thereby creating a conflict within the existing ordinance. The proposed change allows staff to update fees in accordance with the ordinance.
- VMC 14.04.155 - Add authority for City to provide for optional testing of customer's backflow prevention devices.
- VMC 14.04.160 - Change language to be gender neutral.
- VMC 14.04.230 - The septage fee is the fee septic haulers pay to discharge to the City's westside treatment plant. The fee has not been updated since 2013. Increasing the fee will allow the City to recoup costs associated with operations, maintenance, and capital work for the facility. Also allows the Public Works Director to administratively update the fee since this is a unique facility with unique operational and capital needs.
- VMC 14.04.235 (D) - Sewer Area Charge was the precursor to the System Development Surcharge. The Sewer Area Charge is no longer used therefore staff is proposing to delete this paragraph.
- VMC 14.04.235 (E) - Changes the inactivity period from 5 years to 10 years for an applicant to receive 100% credit towards previously paid SDCs.
- VMC 14.04.235 (M) - Limits amount of time applicants can participate in the SDC Capital Surcharge program to 10 years. Allows the City to record a "notice" on the title for properties wanting to participate in the program. The SDC Capital Surcharge program allows small business owners to "lease" sewer capacity and delay payment of the full SDC until a later date. Limiting participation to 10 years allows small business owners to get established before having to pay the full SDC.
- VMC 14.09.040 & 14.09.060 - Clarifies Surface Water charges for mobile homes.

Advantage(s)

1. Help staff interpret and administer the code
2. Provide better direction for the development community
3. Ensure the utilities are collecting appropriate revenues for certain services provided.

Disadvantage(s)

1. Applicants will have to hire private contractors to perform water service installations or relocations if half street restoration is required
2. Participants in the SDC capital surcharge program will only be allowed to stay on the program for 10 years
3. Septage fees will be increased

Budget Impact

The proposed changes will have negligible impact on the budget of the Water, Sewer, and Surface Water utilities.

Prior Council Review

None.

Action Requested

On December 17, 2018, subject to second reading and public hearing, approve ordinance.

Chris Malone, Public Works Finance & Asset Manager, 487-7711

ATTACHMENTS:

- ▣ Summary of Proposed Changes
- ▣ Ordinance

Highlighted Changes in Proposed VMC Chapter 14 – Water, Sewer, Surface Water

Chapter 14.04 – Water and Sewer Use – Regulations and Charges Chapter 14.09 – Stormwater Management - Regulations and Charges This list contains the substantive changes proposed. The complete proposal, including complete wording for all changes, is available separately.		
Changed Section	Topic	Basis/Reason for Change
Section 14.04.020	Replace use of “he” with “they”	Make language gender neutral
Section 14.04.090 (B) 3	Half Street restoration pass-through fee	City will not perform work if half street restoration is required
Section 14.04.090 (C)	Revise date of published CPI to June 30 th of each year	Clarify which CPI index change will be used to adjust fees in VMC 14.04.090, & allow staff time to make annual adjustments by January 1 st .
Section 14.04.155	Add customer convenience option for backflow device testing	Add at customer’s option authority for City to have backflow testing performed by third party contractor and bill customer for that convenience
Section 14.04.160	Replace use of “his” with “their”	Make language gender neutral
Section 14.04.230	Update septage fee	Fee has not been updated since 2013. Allow Public Works Director to administratively adjust
Section 14.04.235 (D)	Exemptions	Eliminate entire paragraph- Sewer Area Charge not used anymore

Section 14.04.235 (E)	Credit for Existing and Prior Uses	Clarify credits available for inactive water and sewer services
Section 14.04.235 (M)	System Development Charge Capital Surcharge	To limit agreements to ten year term
Section 14.09.040 & 14.09.060	Clarify “Single Family” and “Multi-Family” definitions	To clarify surface water charges applicable to mobile home parks

12/10/18
12/17/18

ORDINANCE NO. M_____

AN ORDINANCE relating to water and sewer use and Title 14 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 14.04.020, 14.04.090, 14.04.155, 14.04.160, 14.04.230, 14.04.235, 14.09.040, and 14.09.060; providing for severability; and establishing an effective date.

WHEREAS, as set forth in SR _____, it is in the public interest to amend certain sections of Title 14 of the Vancouver Municipal Code (“VMC”) to clarify that the City does not perform water service installations or relocations if half-street restoration work is required; add authority for the City to arrange for testing of customer’s backflow devices; no sewer customer may remain in the System Development Charge Capital Surcharge program for longer than 10 years; the applicable mobile home rate for surface water management charges, and increase the septage fee; among other clarifications.

WHEREAS, with proper notice to the public, the City Council conducted a first reading of the proposed ordinance on December 10, 2018, and a public hearing concerning the ordinance and proposed code changes on December 17, 2018.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. VMC 14.04.020, adopted by Ordinance M-144, and last amended by Ordinance M-810, is amended as follows:

14.04.020 Power and duties of director of public works.

The director of public works shall have full supervision, charge and control of the water-sewer department, and shall make, in addition to the rules and regulations contained in this chapter, such

additional written rules and regulations from time to time as ~~they~~^{he} may deem necessary for the efficient administration and regulation of the department.

Section 2. VMC 14.04.090, adopted by Ordinance M-144, and last amended by Ordinance M-4184, is amended as follows:

14.04.090 Charges for water meter and service line installation.

If any street or alley is to be improved, the service lines to all adjacent tracts, lots or parcels of lands, either vacant or occupied, shall be installed prior to such improvement at the property owner's expense.

A. Effective January 1, 2017 rates for meter and service installation shall be as follows:

Meter/Service Diameter	Meter and Service	Service Only	Meter Only
5/8 x 3/4 with 1" service	\$2,000.00	\$1,930.00	\$135.00
1 inch	\$2,045.00	\$1,930.00	\$180.00
1-1/2 inch	\$3,220.00	\$2,835.00	\$450.00
2 inch	\$3,535.00	\$3,140.00	\$460.00
3 inch	Note 1	Note 1	\$2,700.00
4 inch	Note 1	Note 1	\$3,200.00
6 inch	Note 1	Note 1	\$4,900.00
8 inch and larger	Note 1	Note 1	Note 2

Note 1. The city does not install service larger than 2 inch. For larger services the customer is responsible for submitting drawings for city approval and for installation of the service.

Note 2. Prices available upon request.

B. Meter and Service Relocates

Effective January 1, 2017, rates for relocation of water service shall be as follows:

Service relocates ten feet (10') and less	\$265.00
Service relocates over ten feet (10')	\$1,180.00 (Note 3)
Meter box raise/raise yoke fee	\$130.00
One (1") inch yoke replacement fee	\$260.00

The City does not perform half-street restoration work. If the service installation or relocation requires half-street restoration, the applicant shall hire a contractor approved by the City to work within the right of way, obtain a right of way permit, and complete all work themselves (including service installation or relocation). The service installation or relocation and the half-street restoration work must be complete prior to the City setting the water meter.

Half street restoration pass-through fee _____ \$2,615.00 deposit (Note 3)

~~Note 3. The half street restoration pass-through fee applies only to service relocates and new service installations which involve street cuts for which the jurisdiction imposes a half street restoration requirement.~~

~~The \$2,615.00 deposit will be required at the time of application for half street restoration pass-through. Charges to the customer will be billed against the deposit on a time and material basis. Any unused portion of the deposit will be returned to the customer within 30 days of completion of the improvement. In addition, all work performed outside the city limits of Vancouver, will require a street cut permit from the applicable jurisdiction. The cost of the street cut permit shall be paid at the time of application.~~

C. Commencing January 1, 2018, and effective January 1 of each year thereafter, the fees set by subsections (A) and (B) of this section shall be adjusted annually at a rate based upon the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Bellevue Portland-Vancouver Metropolitan Area as prepared by the United States Department of Labor, Bureau of Labor Statistics and as published as of the preceding June 30th ~~December 31st~~. The annual fee adjustment for each rate category shall be rounded to the nearest five (\$5.00) dollars. This annual adjustment shall not apply to the "Meter Only" fees.

Section 3. VMC 14.04.155, adopted by Ordinance M-3755, and last amended by Ordinance M-4022, is amended as follows:

Section 14.04.155 Cross Connection Control Program.

A. Adoption of state regulations. Rules and regulations of the Washington State Department of Health regarding public water supplies, entitled "Cross-Connection Control," WAC 246-290-490, as they presently exist and as they may, from time to time, be amended, are hereby adopted and incorporated herein by this reference as if set forth in full.

B. Backflow prevention assemblies to be installed. In addition to situations requiring backflow prevention assemblies as set forth in subsection A above, the city reserves the right, as a condition of water service, to require any party seeking water service to install a backflow prevention assembly when the city, or the city's designee, determines a need to protect the city's water system and/or facilities. Premise isolation for all service connections by an approved air gap or reduced pressure backflow assembly is required for all customers with access to unapproved auxiliary water supplies, as defined by WAC 246-290-010, connected to a piping system whether or not an interconnection exists between the unapproved auxiliary water supply and the city water system. All backflow prevention assemblies shall be installed and maintained by, and at the expense of, the customer.

C. Backflow prevention assemblies to be inspected. Backflow prevention assemblies installed shall be inspected and tested:

1. At the time of initial installation;
2. Annually after initial installation;
3. After the device is repaired;
4. After the device is moved, relocated, or reinstated; and
5. More often if tests indicate repeated failures.

D. The city shall provide 30-day advance notification to the customer of the required annual test of the backflow prevention assembly. Failure of the city to provide notification shall not affect the customer's duty to obtain testing under this section. The customer shall have such test performed by any person certified by the Washington State of Health, and the results shall be delivered to the city on a form prescribed by the city. If such test is not performed within the time required herein, the city may initiate proceedings for termination of water service.

E. The customer shall be responsible for the repair, overhaul or replacement of backflow prevention assemblies as required by the city whenever they are found to be defective within a time period as required by the city.

F. Pursuant to VMC 14.04.020, the Director may promulgate administrative rules and procedures and set fees to have the customer's backflow prevention assembly device tested by a properly certified independent contractor. The fees for such service may be added to the customer's water utility bill. Such service shall be at the customer's option and shall not preclude the customer from making their own arrangements for testing in accordance with VMC 14.04.155.D above.

Section 4. VMC 14.04.160, adopted by Ordinance M-144, and last amended by Ordinance M-4022, is amended as follows:

Section 14.04.160 Department employee rules.

A. Office Transactions Only. All transactions concerning water service and the business of the department shall be made only through the office of the department and no service shall be commenced other than by and through the procedure herein provided and in conformity with these regulations.

B. Identification. Every employee of the department being authorized to enter upon private property to inspect or have charge of the services, mains, plant or equipment of the department shall be furnished with means of identification and shall carry such identification at all times when engaged upon the duties of ~~their~~^{his} position and produce and exhibit the same upon request.

C. Tips Prohibited. Every employee of the department is strictly prohibited from demanding or accepting if offered any gratuity, tip or compensation in any form whatsoever from any person during or in connection with his performance of ~~their~~^{his} duties and any disrespect or unwarranted act of any employee shall be, upon complaint made to the director of utilities, suitably dealt with.

D. Department Employees are not permitted to Work on Customer Equipment. No employee of the department shall do any work whatsoever on any customer's pipe lines, fixtures, or plumbing.

E. Communicating Regulations. It shall be the duty of the director of utilities to see that every employee is aware of all regulations governing their~~his~~ conduct.

Section 5. VMC 14.04.230 as last amended by Ordinance M-4239, is amended as follows:

Section 14.04.230 Sanitary sewer service--User charges.

A. Monthly User Charges.

1. Residential customers. Each residential customer shall pay a monthly user charge as follows:

Effective January 1, 2017

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$48.10 per mo. or \$4.81 CCF	\$72.20 per mo. or \$7.22 per CCF
b. Multi-Family Residential	\$38.48 per mo. or \$4.81 per CCF	\$57.76 per mo. or \$7.22 per CCF
c. Non-Profit Shelter	\$1.30 per CCF	\$1.95 per CCF

Effective April 1, 2017

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$50.30 per mo. or \$5.03 CCF	\$75.50 per mo. or \$7.55 per CCF
b. Multi-Family Residential	\$40.24 per mo. or \$5.03 per CCF	\$60.40 per mo. or \$7.55 per CCF
c. Non-Profit Shelter	\$1.36 per CCF	\$2.04 per CCF

Effective January 1, 2018

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$51.80 per mo. or \$5.18 CCF	\$77.80 per mo. or \$7.78 per CCF
b. Multi-Family Residential	\$41.44 per mo. or \$5.18 per CCF	\$62.24 per mo. or \$7.78 per CCF
c. Non-Profit Shelter	\$1.40 per CCF	\$2.10 per CCF

Effective January 1, 2019

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$53.40 per mo. or \$5.34 CCF	\$80.10 per mo. or \$8.01 per CCF
b. Multi-Family Residential	\$42.72 per mo. or \$5.34 per CCF	\$64.08 per mo. or \$8.01 per CCF
c. Non-Profit Shelter	\$1.44 per CCF	\$2.16 per CCF

Effective January 1, 2020

Customer Class	Inside City Limits	Outside City Limits
a. Single-Family Residential	\$55.00 per mo. or \$5.50 CCF	\$82.50 per mo. or \$8.25 per CCF
b. Multi-Family Residential	\$44.00 per mo. or \$5.50 per CCF	\$66.00 per mo. or \$8.25 per CCF
c. Non-Profit Shelter	\$1.48 per CCF	\$2.22 per CCF

2. Sewer charges for each single-family or multifamily residential customer shall be based upon that customer's water usage, either in the previous November/January billing period or in the previous December/February billing period provided each customer, other than qualifying low-income seniors as defined in subsection 2(E), is subject to a minimum volume charge of 3 CCF per month.

A. Single-family or multi-family residential customers who have "a complete two-month water consumption history" in either of the two billing periods specified above, shall be charged the applicable inside city or outside city rate per CCF for sewer as set forth in section 1 above. For new accounts in which the two month water consumption history has not been established, an interim rate may be established by the Director of Public Works in accordance with department policies. The Director of Public Works shall approve a written policy for the setting of this interim rate that will include, but not be limited to, how the interim rate is calculated.

B. The applicable inside city or outside city flat rate set forth in section 1 above shall be used as the monthly sewer billing rate for any customer for whom for any reason the provisions of this subsection cannot be used.

C. The Utilities Division shall develop written rules consistent with this subsection and this ordinance for the fair and efficient administration of such sewer rate.

D. For the purpose of applying the rates as set forth in subsection A(1)(c) above, the term non-profit shelters shall be defined to mean a facility operated by a non-profit organization that provides clients with on site food, beds or shelter for free or at significantly below market rates.

E. For the purpose of applying the low income senior minimum sewer flow waiver as set forth in subsection A(2) above, applicants shall meet the following:

1. Applications shall be obtained from and filed with the Public Works director, or his or her designee. The application shall be on a form prescribed by the Public Works director, and shall contain the information necessary to evaluate the applicant's qualification for the low income senior minimum sewer flow waiver.

a. Submission of an application for a utility discount shall constitute a verification by the applicant that all information provided in such application is true and correct to the best of the applicant's knowledge.

b. Once approved by the department, the application shall become effective the next billing cycle after approval of the application.

c. Each application is effective for 12 months commencing the first month the reduced rate becomes effective for the applicant. It shall be the sole responsibility of the applicant to re-apply for successive 12-month periods of eligibility.

d. The rate reduction shall only apply to utility charges for service to a residence. The residence for which the rate reduction is requested must be the applicant's principal place of residence.

e. The applicant must be the head of the household for the residence for which the rate reduction is requested.

f. The utility account must be in the applicant's name or the name of the applicant's spouse.

2. For purposes of this section, the term low income senior shall be defined as follows:

a. Be 62 years of age or older at all times during any period for which a minimum sewer flow waiver is requested; and

b. Have been a sewer customer of the city at all times during any period for which a minimum sewer flow waiver is requested; and

c. Have an income during the calendar year or portion thereof for which a minimum sewer flow waiver is requested, from all sources whatsoever, either (1) not exceeding two hundred (200) percent of the Federal Poverty Guidelines for a household of any size as published by the Secretary of Housing and Urban Development or (2) not exceeding the income qualification for low-income seniors set forth in RCW 84.36.381(5)(a), whichever is greater.

3. Commercial, industrial, electronics and government customers. Each such customer shall pay a monthly user charge per hundred cubic feet (CCF) as follows; provided, each such customer is subject to a minimum user charge equal to the applicable inside or outside city flat monthly rate for one single-family service set forth in subsection A.1. above:

Effective January 1, 2017:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$5.63 per CCF	\$8.46 per CCF

b. Government	\$3.44 per CCF	\$5.16 per CCF
c. Industrial	\$5.84 per CCF	\$6.06 per CCF
d. Electronics	\$4.30 per CCF ⁷	\$4.45 per CCF ⁸

Notes for Electronic Customer Class - Effective January 1, 2017 - December 31, 2017:

⁷ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.44 per CCF.

⁸ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.55 per CCF.

Effective April 1, 2017:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$5.89 per CCF	\$8.84 per CCF
b. Government	\$3.60 per CCF	\$5.39 per CCF
c. Industrial	\$6.10 per CCF	\$6.33 per CCF
d. Electronics	\$4.49 per CCF ⁹	\$4.65 per CCF ¹⁰

Notes for Electronic Customer Class - Effective January 1, 2017 - December 31, 2017:

⁹ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.60 per CCF.

¹⁰ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.71 per CCF.

Effective January 1, 2018:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$6.25 per CCF	\$9.11 per CCF
b. Government	\$3.82 per CCF	\$5.55 per CCF
c. Industrial	\$6.47 per CCF	\$6.52 per CCF
d. Electronics	\$4.76 per CCF ¹¹	\$4.79 per CCF ¹²

Notes for Electronic Customer Class - Effective January 1, 2018 - December 31, 2018:

¹¹ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.71 per CCF.

¹² For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.82 per CCF.

Effective January 1, 2019:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$6.25 per CCF	\$9.38 per CCF
b. Government	\$3.82 per CCF	\$5.72 per CCF
c. Industrial	\$6.47 per CCF	\$6.72 per CCF
d. Electronics	\$4.76 per CCF ¹³	\$4.93 per CCF ¹⁴

Notes for Electronic Customer Class - Effective January 1, 2019 - December 31, 2019:

¹³ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.82 per CCF.

¹⁴ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.93 per CCF.

Effective January 1, 2020:

Customer Class	Inside City Limits	Outside City Limits
a. Commercial	\$6.44 per CCF	\$9.66 per CCF
b. Government	\$3.93 per CCF	\$5.89 per CCF
c. Industrial	\$6.66 per CCF	\$6.92 per CCF
d. Electronics	\$4.90 per CCF ¹⁵	\$5.08 per CCF ¹⁶

Notes for Electronic Customer Class - Effective January 1, 2020 - December 31, 2020:

¹⁵ For monthly average flows above 2.88 million gallons per day, the rate shall be \$3.93 per CCF.

¹⁶ For monthly average flows above 2.88 million gallons per day, the rate shall be \$4.05 per CCF.

4. The rate for discharging septage at the City's Publicly Owned Treatment Works (POTW) as provided for in VMC 5.72 effective January 1, 2013 through June 30, 2019, shall be \$125.00 for each one thousand (1,000) gallons, or fraction thereof discharged in to POTW. Effective July 1, 2019, the rate for discharging septage at the City's POTW as provided for in VMC 5.72, shall be \$140.00 for each one thousand (1,000) gallons, or fraction thereof discharged in to POTW. If required, there shall also be added to such charge a tipping fee as determined by the Clark County Public Health District to support the Department's Septic System Preventive Maintenance Program. The rate for discharging septage at the City's POTW may be adjusted not more than once per calendar year by the Public works Director to address the unique operational and capital needs associated with providing this service.

5. INDUSTRIAL CUSTOMER is defined as an industrial user of the public sewer system who:
- a. Has a discharge flow of ten thousand gallons or processed wastewater or more per average work day; or
 - b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of two hundred milligrams per liter per average work day; or
 - c. Is found by the city, State Department of Ecology or U.S. Environmental Protection Agency to have potential for a significant impact on the wastewater treatment system.
6. ELECTRONICS USER is defined as an industrial user of the public sewer system who:
- a. Has a discharge flow of five hundred thousand gallons or more per average work day; and
 - b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) less than two hundred milligrams per liter per average work day.

B. Liquids Not Originating From City Water System.

Any person discharging into the city sanitary sewerage system sewage which has in it liquids which did not originate from the city water system shall meter or measure by some method approved by the Director of Public Works all water used in the premises, whether the water is obtained from the municipal water supply system or from wells, private water systems or other sources.

C. Used Water Not Flowing Into Sewer System.

Where the user of water is such that a portion of all of the water used does not flow into a city sewer but is lost by evaporation or is used in manufacture or processes such as ice, beverages, foods or the like and the person in control provides proof of this fact and installs a meter or other measuring device approved by the Director of Public Works to measure the amount of water so used or lost, no charge shall be made for sewerage because of water so used or lost.

D. Computation of Utility Rates.

For the purpose of computing water and sewer bills, all residences, regardless of number of units, shall be deemed residential, and each unit therein shall be deemed a residence. All other uses shall be deemed commercial, industrial or government.

Section 6. VMC 14.04.235, adopted by Ordinance M-2520, and last amended by Ordinance M-4082, is amended as follows:

14.04.235 System development charges--Connection fees.

A. *General.* The following facts are found by city council based upon staff reports furnished to it and upon the testimony and evidence presented at public hearings:

1. Findings of fact made in Section (1) of Ordinance M-2267 and in the whereas clauses thereto are ratified and confirmed and this section is adopted pursuant to and consistent with RCW 35.92.025.

2. The need for connection charges has been previously established through engineering studies, task force reports, consultant reports and council action.

3. This chapter is consistent with the intent of previous ordinances and resolutions relating to system development charges.

4. It is found desirable to provide the Director of Public Works with the authority to establish rules and regulations necessary to administer collection of system development charges, provided that such rules and regulations shall be consistent with the intent of this chapter and related resolution.

5. The "unit" or "equivalent dwelling unit" measure used in this chapter is found to be the best method available to council to provide that customers will bear their equitable shares of the cost of the utility system and is found to comply with RCW 35.92.025.

B. *Definitions.* The following definitions are adopted for the following words and phrases as used for computing system development charges (connection fees):

"Accessory Dwelling Unit" (ADU) means one or more rooms with private bath and kitchen facilities comprising an independent, self-contained dwelling unit within or attached to a single-family dwelling or in a detached building on the same lot as the primary dwelling unit. An ADU is distinguishable from a duplex in that, unlike a duplex, it is clearly subordinate to the primary dwelling unit, both in use and appearance.

"Average daily attendance (ADA)" means the average number of students attending an elementary or secondary school used for the design of the facility.

"Commercial unit" means any building or facility used for any purpose other than dwelling.

"Dry industry" means any industry which does not produce industrial waste as defined in Section 14.12.010 of this title.

"Dwelling unit" means one room or a suite of two or more rooms, designed for or used by one family or housekeeping unit for living and sleeping purposes and having one kitchen. Each unit shall provide a complete independent living space for one or more persons, including permanent facilities for living, sleeping, eating, cooking and sanitation.

"Equivalent dwelling unit (EDU)" means any residential or nonresidential use which has been reasonably found by the Director of Public Works to place a demand on the city's sewerage system or water system approximately equal to the demands thereon by a single family dwelling.

"Expanded service" means any additional use, expanded use or change in use which will cause an additional demand on the water-sewer utility. Such additional demand shall be recognized to include, but shall not be limited to, the following changes in service:

- a. Additional water meter;
- b. Increased size of existing water meter;
- c. Additional number of dwelling units on an existing water meter or sewer lateral;
- d. Any change of occupancy or use which would increase the number of equivalent dwelling units

connected or to be connected to an existing water meter or sewer lateral;

e. Expansion of an existing use where the system development charge is independent of the meter equivalent size.

"Fast food restaurant" means a restaurant in which the majority of items sold are served on paper or other nonwashable materials.

"Full-time equivalent (FTE)" means the equivalent number of full-time students attending a post secondary school such as a trade school, college or university.

"Industrial unit" means any building or facility other than a single-family dwelling, multiple-family dwelling, or hotel which discharges or is expected to discharge to the sanitary sewerage system a flow containing a total of more than fifty pounds of suspended solids and BOD in any one day.

"Industrial user" means a nonresidential user of the public sewer who discharges a waste that is distinct from sanitary sewage, resulting in an industrial waste.

"Industrial waste" means any liquid, solid or gaseous material or combination thereof resulting from any process of industry, manufacturing, commercial, food processing, business, agriculture, trade or research, including, but not limited to, development, recovering, or processing of natural resources and leachate from landfill or other disposal site.

"Irrigation meter" means a water meter used exclusively for irrigation of landscaped areas.

"Meter equivalent size (MES)" means the hydraulic equivalency of any meter related to a 5/8" by 3/4" meter. By definition a 5/8" by 3/4" meter has an MES of 1.

<u>Meter Size</u>	<u>Meter Equivalent Size (MES)</u>
5/8 " x 3/4"	1.0
1 "	2.5
1-1/2"	5.0
2"	8.0
3"	15.0
4"	25.0
6"	50.0
8"	80.0
10"	144.0
12"	231.0

"Mobile home" means any unit used or designed to be used for living or sleeping purposes or both, and which is designed to be equipped with wheels for the purpose of transporting the unit.

"Mobile home park" means a commercial enterprise in which rented or leased space, area, and/or buildings are designed, equipped or maintained for the harboring, parking or storing of two or more trailer

coaches, or vehicles which haul such trailer coaches, or motor homes being used as living and/or sleeping quarters for humans; provided, two or more mobile homes located on a single parcel, allowed under a variance, conditional use or nonconforming use, shall be considered as single-family dwellings.

"Multiple family (multi-family) dwelling" means a building or portion thereof designed or used as a residence by two or more families and containing two or more dwelling units.

"Noncontact cooling water" means a separate water system exclusively for temperature conditioning that remains in a closed system from the water meter to the point of discharge into a storm sewer or dry well.

"Significant industrial user" means any industrial user of the public sewer system who:

- a. Has a discharge flow of twenty-five thousand gallons or more per average workday; or
- b. Has a concentration of biochemical oxygen demand (BOD) and suspended solids (SS) in excess of three hundred milligrams per liter per average workday; or
- c. Is found by the city, State Department of Ecology, or U.S. Environmental Protection Agency to have significant impact on the waste systems effluent quality.

"Single-family dwelling" means a building designed or used for residence purposes by not more than one family and containing one dwelling unit only, including mobile homes when not located in a mobile home park and including condominium units subject to fee simple ownership, and excluding multiple-family dwellings, apartments and motels.

"System development charge (SDC)" means that connection fee charged so that the property upon which it is imposed will pay its equitable share of the costs of water-sewer system facilities which are system-wide in nature and are not site-specific needs, including such property's equitable share of the amount required to upgrade such system to meet the demands imposed by the development.

"Wet industry" means any industry which generates industrial wastes in addition to domestic wastes.

C. Payment Required Prior to Connection. A system development charge is imposed as a connection charge pursuant to RCW 35.92.025 upon all lands in the city and all lands outside the boundaries of the city which connect to either the city water system or sewerage system or to both. The system development charge shall be paid in full with an application for connection to the sewer system or water system, provided that a building permit application or an application for expanded service has been filed. In any case in which a building permit expires from passage of time any utility connection permit which had been issued for the use provided for in that building permit shall likewise expire and a new system development charge must be paid and a new utility connection permit secured.

~~*D. Exemptions.* The sewer system development charge imposed in this chapter shall not be applied to any person seeking to connect property to the sanitary sewer for any part of his property for which a sewer area charge computed under Ordinance M 1977 or previous ordinances had been paid prior to the effective date of Ordinance M 2135, that date being October 27, 1980. Nothing in this chapter shall reduce the amount to be collected by the city under any sewer reimbursement contract entered into under Section 14.04.285 of this title, as amended.~~

~~*D-E. Waiver and/or Mitigation.*~~ The city council may authorize the city manager to enter into a contract to mitigate or waive systems development charges as set forth in this section provided that a written application for such mitigation or waiver is submitted to the Director of Public Works from an applicant

proposing a new or expanded development within the City of Vancouver.

In order to be eligible for mitigation or waiver, an applicant shall meet all of the following criteria:

1. *Type of Industry.* The applicant proposes a new development or an expansion of an existing development within the City of Vancouver that is environmentally compatible with the surrounding area and the city as a whole.

2. *Capital Investment Requirement.* Any new development or expansion of an existing development within the City of Vancouver will result in a minimum capital investment of one hundred million dollars over a five-year period. At least thirty million dollars in capital investment will be completed within the first two years (adjusted for inflation).

3. *Employment Base Requirement.* The employment base generated by any new development or expansion of an existing development within the City of Vancouver shall provide an average annual compensation amount for employees of that new or expanded development equal to or in excess of thirty thousand dollars including all fringe benefits. For existing companies, average annual compensation for employees shall have equaled or exceeded thirty thousand dollars including; fringe benefits, bonuses, etc., over the previous two-year period. Effective January 1, 1996, and every January 1st thereafter, the average annual compensation amount set forth above shall be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Portland Metropolitan Area for Wage Earners and Clerical Workers (CPI-W), All Items (Revised Series), 1967=100, July to July, prepared by the Department of Labor, Bureau of Labor Statistics (the "CPI") or a replacement index.

If the Director of Public Works finds that the applicant meets such criteria, the director is authorized to negotiate a performance contract with any such qualifying company. The terms of such performance contract may include, if applicable, a timeline by which the entire capital investment commitment and the established annual compensation requirement shall be met. The extent of mitigation or the waiver of a systems development charge will be determined on a case-by-case basis which determination shall include, but not be limited to, the following:

- a. The estimated amount and characteristics of waste flow generated by the industry;
- b. The then current capacity and capability of the water-sewer utility;
- c. The number of jobs created by the proposed development and the extent to which such jobs exceed the average annual compensation requirement;
- d. Probability of significant increases in assessed valuation and generation of property tax revenues to reduce the tax burden;
- e. A determination that the location or expansion of the company is in compliance with the land use, transportation and other elements of the City of Vancouver comprehensive plan;
- f. An agreement by the company to contribute to the mitigation of impacts on the provision of public services attributable to the proposed development or expansion as the City of Vancouver deems justifiable.

Each such contract or agreement will include a recapture provision or other remedies to ensure that appropriate systems development charges will be paid by the industry in the event that it fails to meet its

contractual obligations. Such recapture provisions shall not be imposed if the industry has made a good faith effort to comply and has failed to do so for reasons beyond its control. Each such contract shall be submitted to the city council for consideration at a public meeting.

E. F. *Credit for Existing and Prior Uses.* A credit against the system development charge (SDC) may be allowed by the Director of Public Works for the elimination or conversion of existing water services or sewer connections in conjunction with improvement, expansion of use or redevelopment on such parcel. The credit shall be calculated using the prevailing SDC rate schedule and is subject to the following limitations:

1. Existing and prior use sewer and water credit shall be allowed if the Public Works Director finds that sewer and water capacity is available in the service area; and

a. If the existing or prior use has paid monthly water and sewer fees, respectively, within the ~~ten~~five-year period immediately prior to the date of application for connection, the customer may apply for a 100% credit against any new SDCs associated with the new use; or

b. If the existing or prior use has paid monthly water and sewer fees, respectively, prior to ~~ten~~five years before the date of application for connection, the customer may apply for a partial credit for previous payments of SDCs, using the entire amount previously paid to be applied as credit against the current SDC charge calculated using the prevailing SDC rate schedule; or

c. If the City Council approves a development agreement authorized under RCW 36.70B.170 that provides for a use credit for prior water and sewer uses if the City Council finds that the proposed development will substantially advance the policies of the Comprehensive Plan.

2. Calculation of system development charge credits for water or sewer shall be separate, that is, not interchangeable or counter balancing toward one another; and

3. The credit against the SDC shall apply only to the parcel that the existing or prior water service or sewer connection serves; and

4. No refunds shall be allowed for credits which exceed the amount of the SDC for which an application for connection is made.

E. G. *Credit for System Improvements:* The Public Works Director will consider requests for project participation by the City for the construction of water and/or sewer extensions or Local Improvement Districts, in the form of a credit against the system development charge (SDC) for system improvements. The restrictions in VMC 14.04.235.F.2, 14.04.235.F.3, and 14.04.235.F.4 shall apply to any SDC credits. Consideration may be given when the improvements meet one of the following criteria:

1. There is a high economic return to the utility. A project will qualify for consideration under this criteria when the following equation is true:

$$2 \times (\text{City Participation Costs}) < \text{1st Year of Estimated Revenue from SDCs}$$

2. There is future City cost avoidance, such as installing utilities in advance of new road construction.

3. Master plan sizing is required under VMC 14.04.280(B) and the pipe size required is 12 inches or larger in diameter.

~~G. H.~~ *Administration.* The Director of Public Works is authorized to establish rules and regulations consistent with this title, for the express purpose of interpretation and administration of this title.

~~H. I.~~ *Additional Fees Permitted.* The city reserves the right to maintain, develop and impose other charges as may be found necessary for the support and improvement of the water-sewer system.

~~I. J.~~ *System Development Charge Schedule.* The following system development charge schedule shall be used to determine the connection fees for new connections and expanded use or conversion of use:

1. *Water System Development Charge.* The system development charge for all types of use except multi-family shall be based upon the meter equivalent size of the water meter serving the premises without regard to type of use as follows:

Effective January 1, 2010

One meter equivalent size (MES)	\$2,360.00
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The water system development charge for each unit of a multi-family dwelling shall be fifty-seven percent of the system development charge for a single-family dwelling.

2. *Sewer System Development Charge.* The system development charge shall be based upon equivalent dwelling units (EDU) as follows:

a. Charge per equivalent unit:

Effective January 1, 2010

One meter equivalent	\$2,740.00
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The sewer system development charge for each unit of a multi-family dwelling shall be seventy percent of the system development charge for a single-family dwelling.

b. Distribution of equivalent dwelling units shall be as set forth in Table 14.04.235.

Type of Unit	Unit	EDU Per Unit
I. Residential		
1. Single-Family residential (including condominium)	Each	1.00
2. Multi-Family Dwelling	Each Dwelling Unit	0.70
3. Mobile home park	Space	1.00
4. Living group with shared kitchen and bath facilities	Bed	0.33

Type of Unit	Unit	EDU Per Unit
II. Nonresidential		
5. Hotel, motel, resort		
a. Without kitchen	Room	0.40
b. With kitchen	Room	.60
6. Schools		
a. Day (nonresidential)		
i. Grades 13 and up (post-secondary)	25 students (FTE)	1.00
ii. Grades 9 thru 12 (high)	25 students	1.00
iii. Grades K thru 8 (elementary)	50 students (ADA)	1.00
b. Board (residential)	Student (ADA)	0.50
7. Churches, lodges, club houses, theaters		
a. Without kitchen facilities	100 seats	0.90
b. Kitchen facilities	Each	0.60
(added to the amount calculated for seating)		
8. Institutions		
a. Medical hospitals	Bed	1.00
b. Convalescent/rest homes	Bed	0.60
9. Restaurant, lounge, tavern		
a. Full service (indoor seating)	12 seats	1.00
b. Fast-food or tavern (indoor seats)	12 seats	1.00
c. Fast-food without seats		1.00
10. Commercial and Industrial		(2)
a. Commercial and dry industrial		
b. Special commercial		
i. Laundries (commercial)		
ii. Car wash		
iii. Laundromat (self service)		
c. Service stations and garages		(3)
d. Wet industry		
11. Irrigation systems		(4)

Type of Unit	Unit	EDU Per Unit
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12. Noncontact cooling water systems		(4)
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Notes to system development charge schedule:

1. Restaurants, lounges or taverns located within a main commercial or industrial building shall be charged a separate SDC, in addition to the SDC for the main building.

2. Fast-food restaurants without seats (9c) and commercial and industrial uses (10a through 10c) shall be charged system development charges, based upon water meter equivalent size (MES).

3. System development charges for any wet industrial use (10d) shall be based on a separate engineering study by the Director of Public Works. Such study shall assess the utility's actual costs to serve the specific use, but shall not be less than if calculated as a commercial or dry industrial use (10a).

4. Irrigation meters (11) and noncontact cooling water (12) shall be charged system development charges for water only.

5. An Accessory Dwelling Unit (ADU) shall be charged the same sewer system development charge as a multi-family dwelling.

K. Determination of SDC for Other Uses. Other establishments not defined specifically in this chapter shall be determined on a specific use basis, consistent with the criteria of this section.

L. Combined Uses. Developments which include a combination of two or more uses as defined in this chapter shall be charged system development charges based on the summation of SDC calculated on each separate use.

M. System Development Charge Capital Surcharge. In lieu of paying a sewer system development charge prior to connection as required pursuant to Section 14.04.235.C of this title, any new nonresidential sewer customer that uses the equivalent of fifty (50) EDU's per month or less of capacity may apply for the option to pay a higher monthly sewer service user charge that includes a capital surcharge equivalent to the carrying cost of sewer capacity recovered through the sewer system development charge. In calculating the applicable SDC capital surcharge, the department will generally use the methodology for sewer connection fee installment contracts described in Section 14.04.240 of this title. The System Development Charge Capital Surcharge program is voluntary. As such no customer may remain on the program for longer than 10 years. After 10 years the sewer customer shall pay the entire SDC as originally calculated or request an extension in writing from the Public Works Director. The City reserves the right to record a notice against the title for any property owner who has agreed to participate in this program. Any nonresidential customer authorized by the city to pay the sewer capital surcharge rate may elect to return to the standard sewer service user charge by paying in full the sewer system development charge at the rate in effect as of the date of the election.

Section 7. VMC 14.09.040, adopted by Ordinance M-3145, and last amended by Ordinance M-4179, is amended as follows:

14.09.040 Definitions.

As used in this chapter:

"Commercial/multi-family" means all property zoned or used for multi-family, commercial, industrial, retail, governmental, or other nonresidential purposes.

"Director" shall mean the City of Vancouver Public Works' Director.

"Hard surface" means any impervious surface, a permeable pavement, or a vegetated roof.

"Impervious surface" means a non-vegetated surface area that either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development. A non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of storm water.

"Pervious surface" means a surface material that allows stormwater to infiltrate into the ground. Examples include lawn, landscape, pasture, native vegetation areas, and permeable pavements.

"Single family" means all property zoned or-used for single-family detached housing units. Except as noted in VMC 14.09.060(c)(2), ~~A~~ all other residential development shall be classified as "multi-family."

"Single-family equivalent unit (SFU)" means the area of impervious surface on a property divided by two thousand five hundred square feet.

"Stormwater Manual" means the Stormwater Management Manual for Western Washington, prepared by the Washington State Department of Ecology Water Quality Program, December 2014. Publication No. 14-10-055 (a revision of Publication No. 12-10-030), 5 volumes, and as hereafter amended.

"Stormwater Permit" means the City of Vancouver's National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit issued August 1, 2013, which was modified, effective January 16, 2014, by the Washington State Department of Ecology and as hereafter amended or reissued.

"Utility" means City of Vancouver water-sewer-surface water utility.

Section 8. VMC 14.09.060, adopted by Ordinance M-3274, and last amended by Ordinance M-4239, is amended as follows:

14.09.060 Rates for storm and surface water management.

A. Because all real property in the city contributes stormwater runoff to and/or benefits from the city's stormwater system, the owners thereof shall pay monthly charges as set forth in this section. Monthly charges will have two components as follows:

1. Operation and Maintenance. To provide for administrative and field operations, billing, accounting, and for the maintenance, repair and upgrade of existing stormwater facilities.

2. Capital Expenditures. To provide for basin-wide and system master planning and subsequent capital improvement projects as identified in the stormwater capital plan.

B. The water and sewer utility is authorized to establish charges for the use and discharge to the city's stormwater system. Such charges shall be based on the cost of providing stormwater service to all properties within the city and may be different for properties receiving different classes of service. Monthly charges shall be established as follows:

Effective January 1, 2017

Single Family	Multi-Family	Commercial	Industrial
\$9.23 per month	\$9.23 per 2,500 sq. ft. hard surface per month (\$9.23 minimum)	\$9.23 per 2,500 sq. ft. hard surface per month (\$9.23 minimum)	\$9.23 per 2,500 sq. ft. hard surface per month (\$9.23 minimum)

Effective April 1, 2017

Single Family	Multi-Family	Commercial	Industrial
\$9.65 per month	\$9.65 per 2,500 sq. ft. hard surface per month (\$9.65 minimum)	\$9.65 per 2,500 sq. ft. hard surface per month (\$9.65 minimum)	\$9.65 per 2,500 sq. ft. hard surface per month (\$9.65 minimum)

Effective January 1, 2018

Single Family	Multi-Family	Commercial	Industrial
\$10.13 per month	\$10.13 per 2,500 sq. ft. hard surface per month (\$10.13 minimum)	\$10.13 per 2,500 sq. ft. hard surface per month (\$10.13 minimum)	\$10.13 per 2,500 sq. ft. hard surface per month (\$10.13 minimum)

Effective January 1, 2019

Single Family	Multi-Family	Commercial	Industrial
\$10.17 per month	\$10.64 per 2,500 sq. ft. hard surface per month (\$10.64 minimum)	\$10.64 per 2,500 sq. ft. hard surface per month (\$10.64 minimum)	\$10.64 per 2,500 sq. ft. hard surface per month (\$10.64 minimum)

Effective January 1, 2020

Single Family	Multi-Family	Commercial	Industrial
\$11.17 per month	\$11.17 per 2,500 sq. ft. hard surface per month (\$11.17 minimum)	\$11.17 per 2,500 sq. ft. hard surface per month (\$11.17 minimum)	\$11.17 per 2,500 sq. ft. hard surface per month (\$11.17 minimum)

C. "Multi-family Customer" class shall apply to customers with living units that share a common wall.

1. Multi-family customers with two or more living units per meter will be charged the effective rate per 2,500 sq. ft. of impervious surface.

2. Multi-family customers with one water meter per living unit will be charged the prevailing "Single-family customer rate" per unit. "Single Family customer rate" shall apply to mobile homes either on individual lots or in a mobile home park.

D. State Highway Charge. Pursuant to RCW 90.03.525, the monthly charge for all state highway properties within the city shall be 30% of the charge provided in paragraph B above, unless the city and state agree to a different rate or unless the court of competent jurisdiction holds otherwise.

E. Application to Publicly Owned Properties. Other publicly owned properties shall be charged at the industrial rate as set forth herein.

F. Application to active gravel mining operations and publicly owned streets, alleys and rights of way. Active gravel mining operations, publicly owned streets, alleys and rights of way shall be charged at the State Highway Charge rate provided in paragraph D as set forth herein.

G. Application to certain qualifying properties. For qualifying properties meeting all of the following criteria, the monthly charge shall be 30% of the charge provided in paragraph B above.

1. The qualifying property is subject to a stormwater management program regulated by and in compliance with the requirements for a Secondary Permittee as defined by Special Condition S6 of the NPDES Western Washington Phase II Municipal Stormwater Permit, and as hereafter amended.

2. The qualifying property does not discharge stormwater into the City of Vancouver surface water drainage system.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective date. This ordinance shall become effective thirty (30) days following the date of final adoption.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018

Anne McEnery-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to water and sewer use and Title 14 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 14.04.020, 14.04.090, 14.04.155, 14.04.160, 14.04.230, 14.04.235, 14.09.040, and 14.09.060; providing for severability; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report 189-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT 2018 Second Supplemental Budget

Key Points

- Budget adjustments are made each year to reflect changes in revenues and expenditures that occur after the biennial budget is adopted.
- This supplemental budget includes a total expenditure adjustment of \$8.9 million in the City's Operating and Capital funds.

Strategic Plan Alignment

N/A

Present Situation

Each year, budget adjustments must be made to reflect changes in revenues and expenses that occur after the budget is adopted by City Council. At the end of the fiscal biennium, the only adjustments that are requested to be approved represent corrections or administrative updates to the 2017-2018 Biennial Budget. The decisions made relative to the 2017-2018 Budget are only applicable to the 2017-2018 biennium.

Budget amendments are recommended for the City's various funds as detailed in Attachment A of the Ordinance. The recommended expenditure appropriation adjustments for the City's Operating and Capital funds included in the 2018 Second Supplemental Budget total \$8.9 million. Of the total expenditure increase, \$7.9 million is related to the Operating budget, and \$1.0 million in the transfers supporting the Capital budget. The net impact on all City resources is an addition of \$5.3 million to fund balances; the net impact on the General Fund is a \$0.6 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire (GSF) funds represents an increase of \$2.6 million. The remaining \$5.3 million increase relates to changes in other funds.

Appropriation adjustments in the City's GSF funds total increase of \$2.6 million include the following major items:

- Appropriation of \$0.3 million for Fire Command Contract Settlement for retro pay and new vehicles.
- Increase of \$0.3 million for Fire Vehicle Repair & Maintenance due to increase in preventative maintenance.
- Increase of \$0.5 million in Fire Support from General Fund to support before mentioned items.
- Increase in appropriation of \$0.5 million in the Street Fund 102 for professional services for the pavement management program for work that was scheduled in 2019 but completed in 2018. Funding for this work is coming from the Street Initiatives Fund. An additional \$0.7 million in budgeted appropriation is being moved from the Street Initiatives fund to Street fund to match the actual payments made for the pavement management work originally budgeted in the Street Initiatives fund.
- Adjustment for a number of grants and donations in Fire totaling \$0.1 million and in Parks for \$0.1 million.

A total of \$5.3 million in appropriation increase relates to other operating city funds. Some of the major changes are summarized below:

- Budget adjustment of \$0.6 million in CDBG fund to true-up entitlements fully offset by grant revenue.
- Additional appropriation of \$2.0 million in the Self-Insured Health Insurance fund to support increased benefit costs.
- Adjustment to the Tennis Center fund of \$0.3 million to support the cost of operating the Center as reported by the United States Tennis Association.
- Adjustment in the Risk Management Fund of \$2.1 million to cover higher than originally anticipated claims activity and an accounting adjustment matching the City's outstanding potential liability to that estimated in the most recent actuarial report for the Risk fund.
- Increase of \$0.3 million in the Tourism fund to reflect higher Lodging Tax revenues that are being passed through to the DRA.

The total Capital Budget appropriation of \$1.0 million is included in the Second Supplemental of 2018. The item reflects pre-funding by District 5/C PIF Funds of a land acquisition of \$1.0 million for a future park in District C. The property purchase will take place early in 2019.

Proposal: To approve the 2018 Second Supplemental Budget Ordinance.

Advantage(s)

1. The proposed budget adjustments will ensure that the City remains in compliance with state statutes that require all City expenditures to have an appropriation approved by ordinance.
2. Appropriations are provided for important City programs, services, and capital projects.

Disadvantage(s)

1. Proposed supplemental recommends spending \$0.6 million of the unassigned General Fund balance.

2. Proposed supplemental recommends spending \$4.7 million in all other funds of the City.

Prior Council Review

None

Action Requested

On Monday, December 17, 2018, subject to second reading and public hearing, approve ordinance.

Natasha Ramras, Chief Financial Officer, 487-8484

ATTACHMENTS:

- ▣ Ordinance
- ▣ Attachment A

12/10/18
12/17/18

ORDINANCE M-_____

AN ORDINANCE relating to the 2017-2018 Biennial Budget and making various appropriations in various funds; declaring an emergency.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2017-2018 which were not and could not reasonably have been foreseen at the time of adoption of the 2017-2018 Budget. As required by RCW 35.34.120, there is hereby set forth in summary form the total adjustments of expenditure appropriations for each separate fund adjusted and the aggregate totals for all such funds combined, as set forth in Attachment "A" of this ordinance.

Section 2. The "TIF – Hazel Dell" fund (number 163) is no longer needed and is hereby eliminated.

Section 3. As reported in SR No. _____ the appropriations made in this ordinance are necessary to meet certain necessary expenditures that will be incurred in 2017-2018 which were not and could not reasonably have been foreseen at the time of adoption of the 2017-2018 Budget; an emergency is hereby declared, and this ordinance shall go into effect immediately upon final passage.

ORDINANCE - 1

Read first time:

Ayes: Councilmembers

Nay: Councilmembers

Absent: Councilmembers

Read second time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 2

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE relating to the 2017-2018 Biennial Budget and making various appropriations in various funds; declaring an emergency. Supplemental appropriations are needed to meet certain necessary expenditures to be incurred in 2017-2018 which were not and could not reasonably have been foreseen at the time of adoption of the 2017-2018 Budget; providing for an immediate effective date.

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

ORDINANCE - 3

		2018 Supplemental 2 Changes
APPROPRIATION BY FUND		
OPERATING BUDGET		2018
General Fund, Street, & Fire		
General Fund		680,601
Street Fund		1,200,000
Fire Fund		768,907
Total General, Street, & Fire		2,649,508
Special Revenue Funds		
Street Funding Initiative Operating		(200,000)
CED Grants		600,000
Tourism Fund		275,000
Parks & Recreation Special Revenue Fund		3,000
Fire Equipment Fund		100,000
Enterprise Funds		
Water Utility Fund		61,500
Tennis Center Fund		300,000
Internal Service Funds		
Self-Insured Workers Comp & Liability Fund		2,087,257
Self Insured Health Insurance Fund		2,000,000
Fiduciary Funds		
SW Washington Regional SWAT Team Fund		24,947
Total Other Funds		5,251,704
Total Operating Budget Appropriation		7,901,212
CAPITAL BUDGET		2018
Capital Funding Transfers Supporting City of Vancouver Capital Projects Budget		
PIF District C		1,045,948
Total Transfers for Capital		1,045,948
Total Capital Budget Appropriation		1,045,948
Total 2018 Operating and Capital Appropriation		8,947,160



Staff Report 201-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/17/2018

SUBJECT Emergency moratorium on applications for self-storage facilities in the Community Commercial (CC), General Commercial (GC), and Office Campus Industrial (OCI) and Light Industrial (IL) zoning districts citywide

Key Points

- State law allows cities and counties to place temporary moratoria on particular uses for up to six months while studies are conducted related to such uses and how they should be regulated. State law allows cities to extend existing moratoria for the same reasons.
- City staff will develop a broad strategy to address self storage uses, which will include the planned Commercial Corridor Strategy planning process to facilitate efficient, urban density economic development and housing on and near major corridors.

Strategic Plan Alignment

N/A

Present Situation

Self-storage facilities are currently permitted outright in the CC, CG, OCI and IL zoning districts. There are 48 existing self-storage businesses citywide according to County Assessor data, and eleven distinct applications for self-storage uses have been received in the past 5 years.

Self-storage uses were found to generate approximately one employee per 19,000 square feet of building space on average according to a 2007 Snohomish County study, which would typically equate to approximately one employee per net acre or less. The Vancouver Comprehensive Plan envisions commercially zoned land will generate approximately 25 employees per net acre, and industrially zoned land 11 employees per net acre on average, citywide. The Comprehensive Plan further calls for more intensive development in areas well-served by facilities, particularly transportation and transit services. Given the low number of jobs generated by self-storage uses, there is a need to study whether it is a suitable use of industrial land.

2018 testimony from a self-storage proprietor noted an emerging industry trend towards unstaffed

facilities, raising security as well as employment concerns.

Advantage(s)

1. Allows the City time to develop updated standards for allowing self-storage facilities in appropriate areas, coordinated with new policy direction for major commercial corridors anticipated to be developed in 2019.
2. Allows for appropriate public and stakeholder comment, and environmental review of updated standards and policies.
3. Avoids applications for uses that conflict with employment policies and assumptions of the Vancouver Comprehensive Plan.

Disadvantage(s)

Prohibits the acceptance and processing of applications for permits for the development of new or expanded self-storage facilities in the CC, CG, and OCI and IL zones, although maintenance, repair or City-mandated health and safety improvements would continue to be allowed in these zones. New or expanded self-storage uses would continue to be allowed in the IL zone.

Budget Impact

None

Prior Council Review

None

Action Requested

On December 17, 2018, approve an ordinance adopting an emergency moratorium, requiring a public hearing within 60 days.

Bryan Snodgrass, Principal Planner, 487-7946; Bronson Potter, City Attorney, 487-8500

ATTACHMENTS:

- ▣ Proposed ordinance
- ▣ Memo - Commercial Corridors Strategy Project

12/17/18

ORDINANCE NO. _____

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI), and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20, and establishing an immediate effective date.

WHEREAS, the City has the authority to adopt temporary moratoria pursuant to RCW 36.70A.390 and 35.63.200; and

WHEREAS, the City has received eleven permit applications for self-storage uses in the past five years, and

WHEREAS, the City currently allows self-service storage structures as a permitted use in Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI) and Light Industrial (IL) zones; and

WHEREAS, self-services storage facilities have been found in other Washington jurisdictions to employ approximately 1 person per acre and generate little pedestrian traffic; and

WHEREAS, the Vancouver Comprehensive Plan policies EC-1 and EC-6 call for an increase in the ratio of jobs to residents citywide, and maximum utilization of land designated for

employment, and Appendix C includes that commercially designated lands will average 25 jobs per net acre, and industrial lands 11 jobs per net acre; and

WHEREAS, given the low number of jobs generated by self-service storage facilities its inclusion in the IL zoning district as a permitted use needs to be studied; and

WHEREAS, 2018 public testimony from an existing self-storage proprietor indicates an industry trend towards unstaffed self-storage facilities, and associated security concerns; and

WHEREAS, the CC zone is designed to provide for retail goods and services purchased regularly by residents of several nearby neighborhoods as well as offices, institutions and housing; and

WHEREAS, the CG zone is designed to provide for a full range of retail, office, and civic uses with a City-wide to regional trade area with some light industrial uses allowed, but limited so as not to detract from the predominant commercial character of the district; and

WHEREAS, the OCI zone is designed to provide for appropriate locations for office, light industrial and small-scale commercial uses (e.g., restaurants, personal services and fitness centers) either singly or in combination; and

WHEREAS, self-service storage facilities are large structures that do not generate significant pedestrian traffic or contribute to the vibrancy of the area where they are located; and

WHEREAS, self-service storage facilities may have large areas of undifferentiated wall space with no window or other interest-generated feature, which are inconsistent with Comprehensive Plan policies CD-4, CD-7 and CD-8 that encourage increased streetfront use, visual interest and integration with adjacent buildings; and

ORDINANCE - 2

WHEREAS, current regulations do not adequately establish locational or design standards for self-service storage structures; and

WHEREAS, the City intends to undertake the study of commercial corridors along Fourth Plain Boulevard, Mill Plain Boulevard, Evergreen Boulevard, Grand Avenue, and St Johns and St James Boulevard, and potentially other corridors; and

WHEREAS, the City finds that in order to preserve the ability to prepare a plan for the Commercial Corridor Study with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict development and expansion of self-service storage structures; and

WHEREAS, without a temporary moratorium the City could, in the near future, receive applications for development that would conflict with the achievement of the long-range vision for these areas that will be defined by in the commercial corridor study; and

WHEREAS, the enactment of this ordinance constitutes an emergency, due to potential land use impacts that may result from continued development of self-service storage structures without adequate standards; and

WHEREAS, a temporary moratorium as proposed herein will allow the City additional time to research and develop standards for the development of self-service storage facilities, implement additional new regulation elements, and amend existing zoning ordinances if necessary; and

WHEREAS, a temporary moratorium will enable the City to hold public hearings and maximize public input in the development of standards without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the City Council believes that the adoption of a temporary moratorium promotes the public health, safety, and general welfare and convenience of the people of Vancouver, and will encourage the most desirable and productive use of land and properties;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Temporary Moratorium. As authorized by RCW 36.70A.390 and RCW 35.63.200, the City Council hereby adopts a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI), and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20.

Section 2. Exemptions. The moratorium established in Section 1 of this ordinance shall not apply to permits required for upkeep, repair, or maintenance of existing self-service storage structures or work mandated by the City to maintain public health and safety.

Section 3. Duration. This moratorium shall be in effect for six months following the effective date of this ordinance.

Section 4. Vested Rights. The moratorium created by this ordinance does not apply to properties with vested rights existing on the date of enactment of this ordinance. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

ORDINANCE - 4

Section 5. Public Hearing Required. Pursuant to RCW 35.63.200 and RCW 36.70A.390, a public hearing on the adopted moratorium shall be held no more than sixty days from the adoption of this ordinance.

Section 6. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2018.

Anne McEnery-Ogle, Mayor

Attest:

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

ORDINANCE - 5

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI), and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20, and establishing an immediate effective date.

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

DATE: December 5, 2018

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: Commercial Corridors Strategy project

CC: Eric Holmes, City Manager

This memorandum briefly summarizes the upcoming Commercial Corridors Strategy project, which is anticipated to begin in 2019 and has been referenced in recent presentations before the City Council on housing and zone change issues.

The overall goal of the Commercial Corridors Strategy is to evaluate and implement new land use codes and incentives on corridors, in order to facilitate efficient, urban density development and increase housing and employment options on and near major transportation corridors within the city. By necessity, the project will focus on specific corridor segments, although some strategies identified may be applicable more broadly (for example: across all commercial and employment zoning districts).

Fourth Plain and Mill Plain boulevards are Vancouver's primary east-west transit corridors, with existing and planned Bus Rapid Transit (BRT) service. For these areas, the Commercial Corridor Strategy will implement a regulatory framework that facilitates a transition from a generally suburban landscape to active multi-modal transit corridors. This will include enhanced provisions for economic development and housing in and near the corridors, building orientation and design criteria to improve the pedestrian environment, and parking considerations. More site-specific considerations will be applied to areas near BRT stations, where place-making, walkability, and services and amenities for local residents will be pursued, in alignment with the Goal 8 of the 2016-2021 Strategic Plan- Strengthen commercial, retail and community districts throughout the City.

The St Johns/St James couplet, Grand Boulevard from E. 6th Street to E. Mill Plain Boulevard, and Evergreen Boulevard from E. Reserve Street to Edward Street, are older commercial corridors in central and western Vancouver that generally have smaller lots and more compact development patterns, and businesses with a more local focus. In these areas place-making, economic development and housing objectives based on the particular characteristics of those areas will be the focus. Ensuring that future development and improvements support established development patterns, create an appealing pedestrian environment, and support small businesses and the development of business districts will be addressed.

Further project details have not yet been established. A Request For Proposals (RFP) for consultant services to support this work was released in late November, 2018. Work is anticipated to begin in early 2019, and a Council work shop will be scheduled as the project takes shape. Bryan Snodgrass, (360) 487-7946, bryan.snodgrass@cityofvancouver.us will be the primary staff contact and project manager.