

## CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.  
PO Box 1995 | Vancouver, WA 98668-1995  
[www.cityofvancouver.us](http://www.cityofvancouver.us)

Anne McEnery-Ogle, Mayor

Bart Hansen · Bill Turlay · Ty Stober · Linda Glover · Laurie Lebowsky · Erik Paulsen

## **January 14, 2019**

### **SPECIAL COUNCIL MEETING**

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

#### **Pledge of Allegiance**

#### **Call to Order & Roll Call**

The special meeting of the Vancouver City Council was called to order at 4 p.m. by Mayor Anne McEnery-Ogle.

**Present:** Councilmembers Lebowsky, Glover, Stober, Turlay, Hansen, Mayor McEnery-Ogle

**Absent:** None

#### **Meeting Protocol & Order of Interviews**

Mayor McEnery-Ogle explained that on January 7, the Council had met to determine which candidates they would be interviewing, and those six people were present at this meeting to complete their interviews.

Each Councilmember and the Mayor drew at random the names of the candidates to determine the order in which they would be interviewed as follows:

1. Audrey Mattoon
2. Maureen Montague
3. David Regan
4. Adam Aguilera
5. Erik Paulsen
6. Diana Perez

Mayor McEnerny-Ogle laid out the ground rules for the remainder of the meeting and explained that all candidates except Ms. Mattoon, as she would be going first, would be escorted to the City Manager's Office to be sequestered during the interviews.

The Mayor outlined the format of the interviews, explaining that each candidate would have up to 30 minutes with Council, and each interview would be broken into three parts:

- The candidate has up to 10 minutes to present their credentials to the Council;
- Each Councilmember and the Mayor would then ask a predetermined question, and the candidate would have up to 2 minutes to answer each question;
- In the remaining time, the Councilmembers and Mayor would have an opportunity to ask the candidate follow-up questions.

The Mayor explained that after the interviews, the Council would convene in executive session for about an hour to evaluate candidate qualifications.

Following executive session, Council would reconvene in public session with the goal of taking action on an appointment. She asked City Attorney Bronson Potter to explain what a tie vote would mean, given that the Council has an even number of voting members.

Mr. Potter explained that Council needs a majority vote to pass a motion, so a 3-3 tied vote of the Council would not be a successful vote.

## **Council Candidate Interviews**

*Complete candidate interviews may be viewed online at:*

[https://www.cvtv.org/ajax\\_video\\_popup.php?id=27881](https://www.cvtv.org/ajax_video_popup.php?id=27881)

Mayor McEnerny-Ogle excused all candidates but Ms. Mattoon before beginning the first interview.

Council interviewed Ms. Mattoon, Ms. Montague, Mr. Regan and Mr. Aguilera from 4:06 to 5:43 p.m.

Council recessed for dinner at 5:44 p.m.

Council reconvened at 6:15 p.m.

Council interviewed Mr. Paulsen and Ms. Perez from 6:15 to 6:58 p.m.

One interview question was provided in advance to the Mayor by each Councilmember. Each applicant was asked and provided answers to the following set of questions during the question-and-answer portion of their interview:

1. Can you give an example of an instance where you collaborated with a group where there was conflict, and how did you resolve it? (Question asked by Councilmember Lebowsky)
2. It is well recognized that homelessness, the I-5 bridge and downtown parking are challenges our city is facing. Considerable time and resources are spent addressing those concerns. Can you identify another challenge and share how you believe the City can tackle that concern? (Question asked by Councilmember Glover)
3. What do you consider to be your neighborhood park, and what would you do to get more people to utilize the park? (Question asked by Councilmember Stober)
4. What budget cuts would you take to balance the budget and meet core services, if it became necessary? (Question asked by Councilmember Turlay)
5. Zoning plays a significant role in economic development. Aside from the Waterfront, could you please provide some examples of zoning changes that have made a significant impact on a neighborhood or subarea? (Question asked by Councilmember Hansen)
6. City Councilors attend not only more than 40 Council meetings a year, they also serve on more than 20 boards and commissions, serve on interview subcommittees several times a month, and are invited to more than 15 events a month. Tell us how you'll find time to serve in this capacity. (Question asked by Mayor McEnerny-Ogle)

## **Executive Session re: Evaluation of Candidate Qualifications**

Mayor McEnerny-Ogle announced that the Council would be entering into executive session from 7:00 to 8:00 p.m. for the purpose of evaluating the candidate qualifications.

## **New Business: Appointment to Council Seat 2**

Council reconvened in public session in the Council Chambers at 8:00 p.m.

Mayor McEnerny-Ogle stated that this has been an opportunity for the Council to discuss with these members of the community about what they love about Vancouver and what they can do to help the City move forward. She stated the Council discussed the different positive attributes of each candidate and has a difficult decision now. She noted the Council had not made any decisions in closed session, and she asked the Councilmembers if they wanted to make any comments before opening the meeting up for nominations.

Councilmember Lebowsky stated all of the candidates are great, and she appreciated everyone who had applied. She noted that this process is not easy.

Councilmember Stober stated that the Council will have to pick one person, but his message to the other five candidates is that this interview meeting is the start of a new platform for each of them. They all have opportunities moving forward, and he encouraged them to set themselves up to take advantage of those opportunities, noting that all of the Councilmembers are available to them.

Mayor McEnerny-Ogle opened up the meeting for nominations and asked Councilmember Hansen if he had a nomination. Councilmember Hansen stated he would like to nominate Mr. Paulsen.

**Motion** by Councilmember Hansen, seconded by Councilmember Turlay, and approved unanimously to appoint Erik Paulsen to the vacant Council Seat 2.

## **Adjournment**

8:08 p.m.

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Anne McEnerny-Ogle, Mayor

Attest:

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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.*



## MEMORANDUM

**DATE:** January 29, 2019

**TO:** Eric Holmes, City Manager

**FROM:** Brian Carlson, Public Works Director; Rich McConaghy, Environmental Resources Manager; Tanya Gray, Solid Waste Supervisor

**RE:** **Quick Reference and Background for Solid Waste Workshop**

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The purpose of this memo is to provide additional background for the upcoming February 4 Solid Waste Collection Contract Update workshop. This is a complex issue so we are hopeful this provides a useful refresher for Council.

### **City's Authority and Responsibility**

As a primary utility function, the City provides for solid waste collection services with the goal of protecting human health and the environment. As a first class city, Vancouver has 3 options for delivering these services:

- 1) collecting solid waste using our own Public Works labor
- 2) contracting with a private company to provide collection services
- 3) defer oversight and regulation to the Washington Utilities and Transportation Commission

Vancouver has used the contract out approach with the private sector providing services (option 2 above) for many years. This is also reflected in the Vancouver Municipal Code. VMC 6.12 - Garbage Disposal specifies that the city shall let a contract or contracts for the collection of all solid wastes.

VMC 6.12 also establishes the Solid Waste Enterprise Fund to support our involvement in operating the City's Solid Waste utility and sustaining sufficient revenues over time. Funds to operate the Solid Waste utility are primarily obtained from rate-payers, through the fees charged by the contracted collector/hauler, and do not depend on other public funds. Solid Waste utility funds may not be used for services other than those that carry out the mission of the Solid Waste program, although as specified in VMC 5.94, utility taxes are collected on the garbage rates charged to customers. Sufficient Solid Waste funds are needed to operate direct services of the City's Solid Waste utility such as managing contracts and our neighborhood cleanup and outreach programs, participating in regional solid waste disposal and planning efforts, stabilizing customer rates, and providing contingency funding for disaster debris management or other uncertainties.

## **Current Situation**

The existing collection contract with Waste Connections of Washington has been in place since January 1, 1997 and was last updated on June 1, 2009. The current contract addresses garbage, recycling and yard debris collection services citywide and expires on January 31, 2020. The contract provides for up to two additional one year extensions or up to a ten year negotiated extension, provided that a curbside food waste/organics program is implemented.

On February 12, 2018, a Council workshop was held to determine the best path forward in establishing a new comprehensive collection contract. Three key targeted outcomes in conjunction with a new contract were:

- 1) updating contract terms and language as the current contract had been initiated over 20 years ago
- 2) addressing the issues of increased recyclables processing costs in response to global market issues
- 3) stabilizing resources in the City's Solid Waste utility fund so that it would remain financially stable and sustainable and particularly as related to the significant downturn in recyclable market revenues and increased costs of processing those materials over the last two years

Focusing on these outcomes, staff identified and presented to Council the following contract terms that would be the focus for a new contract; whether initiated through a formal request for proposals (RFP) or through negotiations with the current provider:

- Curbside Organics Collection
- Commercial Recycling Services
- Services in high density urban areas
- Shift costs to protect/sustain the City's Solid Waste Fund
- Recycling Contamination Plan
- Update and modernize language
- Enhanced Customer Service

At a check-in with Council in September, Council recommended that staff continue negotiations with Waste Connections to see if a new contract could be crafted to incorporate these particular terms.

A draft contract has been prepared, and if Council responds favorably to information presented at the February 4 workshop, the contract along with accompanying changes required to implement the new terms of the contract within VMC 6.12 will be brought forward for Council approval in February. Consideration of the draft contract and amendments to VMC 6.12 also includes actions to address the increased processing costs of recycling and stabilizing the City's Solid Waste fund through reducing market risks and shifting certain costs to the hauler.

Following are the major points of the negotiated contract:

## **Primary Contract Points**

The draft new contract with Waste Connections of Washington incorporates the following service aspects/changes:

- **Curbside Organics Collection.** The draft contract establishes a comprehensive curbside organics collection system for residents in Vancouver. This service will expand the existing

every-other-week 96-gallon curbside yard debris collection program to include food waste (food only, no compostable food service ware) without an increase in the current cost (\$7.43 per month). It will also add new service levels of 64, 32 and 20 gallons every other week for a slightly lower monthly cost. Estimated time of roll out is September/October 2019. The current on-call yard debris service option will no longer continue to be offered.

Commercial and Multifamily organics collection, currently offered as a pilot service to a limited number of sites, will be available on the same timeline as an option at savings over the current pilot rates. 64-gallon organics carts for commercial sites would be collected for \$8.26/month for every-other-week service or \$16.52/month for weekly service; the later service level represents a savings of 43% compared with the current food waste pilot program charge of \$29.15/month.

- **Recycling Revenue and Customer Rates.** The current cost per ton paid for collected recyclables by the City to Waste Connections for single family and multifamily recycling will be reduced from \$39.50 to \$10 per ton. This was at request of the City to reduce our current financial risk exposure as the City is currently receiving approximately \$12 per ton from the sale of the recyclable materials. The City's Solid Waste fund is currently subsidizing this shortfall of approximately \$440,000 per year so continued payments at the \$39.50 per ton level are not sustainable.

This reduction in the per ton fee paid to Waste Connections requires a corresponding increase of single-family rates of \$0.69 per month and multi-family rates of \$0.20 per month per unit to keep Waste Connections revenue neutral in the compensation that they currently receive. However, Waste Connections has offered to offset the majority of this increase with a rate reduction of \$0.50 per month for single-family customers and \$0.20 per month for multi-family customers. This results in no net increase in recycling fees for multi-family customers (remains \$1.29 per unit per month) and a \$0.19 per month increase for single-family customers (\$3.01 to \$3.20 per month). These changes would be effective in conjunction with the new effective date of the contract.

Clark County is also in the process of approving a \$68.91 per ton recycling processing fee and we anticipate that the effective date of this new fee will be March 1. Implementing the fee as a surcharge to City curbside customers will require an additional increase in the single-family household fee of \$1.77 per month (so the total single-family recycling fee, with the added \$0.19 discussed above, would be \$4.97 per month). For multi-family units the surcharge pass through will be \$0.78 per month (so the total multi-family recycling fee would be \$2.07 per unit per month).

- **Commercial Recycling Pilot Program.** Commercial Recycling has been offered to businesses through both a subsidized City program and on the open market. The City currently pays \$26 per customer per month for any business with a Waste Connections garbage account that needs between one 96 gallon cart up to a three yard container. In the new contract, the City will reduce this payment to \$15 per month and Waste Connections will bill commercial customers \$11 to make up the difference and also has the opportunity to pass through recycling costs associated with seasonal market swings. This change represents an approximate \$140,000 annual savings to the City's Solid Waste Fund. The current commercial recycling program will be continued as a pilot program.

- **Services to Customers in Space Constrained or High Density Areas.** To provide services to densely developed areas that may be limited on space, Waste Connections proposes to offer services 7 days per week starting with the new effective date of the contract. A “space saver” rate for service has been developed so that customers in a space constrained building or area can opt for more frequent collection without as heavy of a cost burden as would be under the current rates. The goal is to have customers like restaurants in dense areas opt to have smaller containers emptied more frequently. This helps with design, safety and health. Waste Connections proposes to calculate the new “space saver” rate based on the “most efficient” cost of service to the customer plus a 10% fee for the premium service.
  - This change will increase the rates to “non-benefitting” commercial customers by 0.5% starting January 2020
  - This change will decrease the “benefitting” customers’ rate an average of 14% (anywhere from 4% to 36% depending on the service level).
  - Potentially benefitting customers represent about 10 percent of the revenue base
- **Shifting Certain Other Costs from City to Contractor.** Waste Connections will take over costs that have been previously covered by the City including the truck and labor fees for Saturday Neighborhood Cleanup events (\$80,000-\$100,000 per year) for up to 60 neighborhoods, and all costs associated with purchasing residential garbage carts (\$70,000 per year). The City will continue to pay disposal costs for the neighborhood cleanups, currently approximately \$70,000 annually.
- **Equipment.** Waste Connections will not utilize any trucks older than 15 years. Within one year of executing the contract the company will paint all steel receptacles utilized under the contract – garbage will be gray, recycling will be blue and organics will be green. The City will also have the option to own the receptacles at the end of the contract.
- **Recycling Contamination Reduction Plan.** Waste Connections will develop a recycling contamination reduction plan and it will include the addition of a Recycling Coordinator whose role will be to reducing contamination with a particular focus in the single and multi-family recycling programs.
- **Enhanced Customer Service.** Waste Connection’s existing phone system and website will be upgraded and will offer auto call back, texting, chat, and translation services. Customer hold times will not exceed 30 seconds on average (currently 2 minutes).
- **Complementary Drop-Off Recycling Services.** Waste Connections will provide drop off recycling service for block foam and plastic bag/film recycling at the transfer stations.
- **Annexation.** Any annexation(s) before January 2025 will not result in the contract being extended. The first annexation after January 2025 will result in a 2-year extension and each annexation resulting in 5,000 households in aggregate being added will result in another 2-year extension. The current contract has an 18-month extension per 5,000 households and currently we have added approximately 2,400 households.

- **Term.** The new contract term would have an effective date of April 1, 2019 and will run through April 30, 2030.
- **Rate Model and Adjustments.** The current rate model remains largely unchanged – the City retains the ability to adjust the City fee or utility tax as necessary as well as provide recycling credit rebates should recyclable material markets rebound.
- **New Contract.** The language and structure of the contract is new and is not a simple revision of the existing contract.

### **Next Steps**

If Council is satisfied with the terms of the draft contract (outlined above and to be discussed in the workshop), staff will bring the final contract forward as an agenda item at the February 25<sup>th</sup> Council meeting. Because the new contract will require some rate adjustments and new service levels and a few other changes to VMC 6.12, staff will also bring an ordinance forward for first reading on February 11 and public hearing on February 25. The draft contract will be included with the staff report for the February 11 first reading to allow Council two weeks to review it in detail prior to contract and ordinance consideration. The ordinance will contain changes associated with the contract, the new recyclables processing surcharge and certain other housekeeping updates.

The planned effective date for the new contract is April 1, 2019 and the term will be until April 30, 2030.

Alternatively, if Council chooses to undertake a formal request for proposals, the existing contract would be extended until September 2022 in order to ensure adequate mobilization time in the event a new contractor is the successful respondent to the RFP. Staff would begin working with Procurement to have an RFP on the street as soon as possible.

# Solid Waste Collection Contract Update

VANCOUVER  
CITY HALL



February 4, 2019

Vancouver City Council Workshop

Tanya Gray, Solid Waste Supervisor

Rich McConaghy, Environmental Resources Manager

Brian Carlson, Public Works Director

# Workshop Overview

- Brief recap and timelines
- Key aspects of proposed new draft contract resulting from recent Waste Connections negotiations
- Update on recyclables processing fee
- Discussion/Questions
- Council direction



# Brief Recap and Timelines



- Current comprehensive collection contract with Waste Connections expires Jan. 31, 2020.
- Contract term language allows for possible negotiated extension for implementing residential, curbside food waste/organics program. (*Extension not to exceed 10 years.*)
- If new draft contract is not accepted, City has option to extend existing contract for 2 one-year periods. (*Up to Jan. 31, 2022.*)

# Brief Recap and Timelines continued ...

- August 2018: Staff recommended a request for proposals (RFP) process for the solid waste/recycling collections contract
- September 2018: Council directed staff to continue negotiations with Waste Connections
- Currently: Negotiations have been completed, resulting in new draft contract for consideration



# Primary Contract Points

- Curbside Residential Organics & Commercial Organics
- Rates for Residential Recycling Collection and Processing
- Commercial Recycling
- Services in high-density areas
- Shifting Costs

# Primary Contract Points Continued...

- Equipment
- Recycling Contamination Reduction Plan
- Enhanced Customer Service
- Drop-Off Recycling
- Annexation



# 1 – Curbside Residential Organics

- Food scraps added to yard debris collection program: Fall 2019
- Program remains subscription service at current rate of \$7.43/month
- Subscribers can set out 96-gallon carts, collected every other week
- New service levels offered for possible Food-Waste-Only customers:
  - 64 gallons, every other week: \$6.43/month
  - 32 gallons, every other week: \$5.43/month
  - 20 gallons, every other week: \$4.43/month



## 2 – Commercial Organics

- Lowers the cost of existing commercial organics collection service
- 64-gallon cart collected every other week for \$8.26/month  
*New service level and rate*
- 64-gallon cart collected weekly for \$16.52/month  
*43% reduction from current \$29.15/month*
- Rates effective October 1, 2019



Commercial Organics - 8

## 3 – Recycling Collection

- Realign contractor payment to reflect current markets for recyclable commodities.
  - Current payment: \$39.50/Ton. Proposed \$10/Ton
  - Solid Waste Fund currently subsidizing shortfall of \$440,000/year
  - Requires \$0.69/month SF and \$0.20/month MF rate increase
- Contractor proposes the following reduction to current rate:
  - \$0.50/month for single-family residence
  - \$0.20/month for multifamily unit
- Single-family recycling rates: Increase from \$3.01 to \$3.20/month.  
Multifamily: Remains at \$1.29/month

## 4 – Recycling Processing



- Regional partners are conducting analysis to determine fee to address recent added costs of processing recyclables
- Anticipated: \$68.91 per ton
- Current and proposed contract allows for cost to be passed through to customers
- Single Family: \$1.77/month. Total: \$4.97/month
- Multifamily: \$0.78/month. Total \$2.07/month
- Effective Date: March 1, 2019

## 5 – Commercial Recycling

- Maintains City-supported program for optional commercial recycling customers of up to 3-yards/weekly
- Reduces fee paid by City to contractor from \$26 customer/month to \$15 customer/month
- Replaces \$140,000/year offset paid by City Solid Waste Fund
- Contractor may bill customers for the \$11 difference
- Remains a pilot program that can be ended, modified or adjusted

## 6 – Services in High Density Areas

- Contractor offers services to these commercial/mixed-use customers up to seven days/week under new draft contract terms
- Space Saver rate developed so more frequent service can be encouraged in space-constrained areas
- Space Saver rate results in 0.5% increase in standard commercial customer rates beginning January 2020
- Customers qualifying for Space Saver rate will have a 14% reduction in costs on average (ranges 1% to 36%).

## 6 – Services in High Density Areas

Space Saver Example – monthly fee for basic service of 6 cubic yards of garbage – comparing varied container size & frequency

| Commercial Service Level: | 6- yd with 1 pickup/wk | 1-yd with 6 pickups/wk | Frequency “Premium”               | Premium (Percent) |
|---------------------------|------------------------|------------------------|-----------------------------------|-------------------|
| “Regular” Rate            | \$459.34               | \$787.44               | \$328.10                          | + 71%             |
| “Space Saver” Rate        | \$459.34               | \$505.27               | \$45.93                           | + 10%             |
| Difference / Savings      | \$0                    | \$282.17               | Savings is 36% Below Regular Rate |                   |

## 7 – Contractor Assumes Costs

- Saturday Neighborhood Cleanups: Contractor to cover all truck/labor fees. Estimated City savings: \$80,000 - \$100,000/year
- Residential carts: Contractor to cover all cart purchases. Estimated City savings: \$70,000/year



## 8 – Equipment

- Contractor will not use any trucks older than 15 years
- Within one year, contractor will paint all containers utilized for this contract:
  - Garbage – gray
  - Recycling – blue
  - Organics – green
- City will have option to own the containers at end of contract



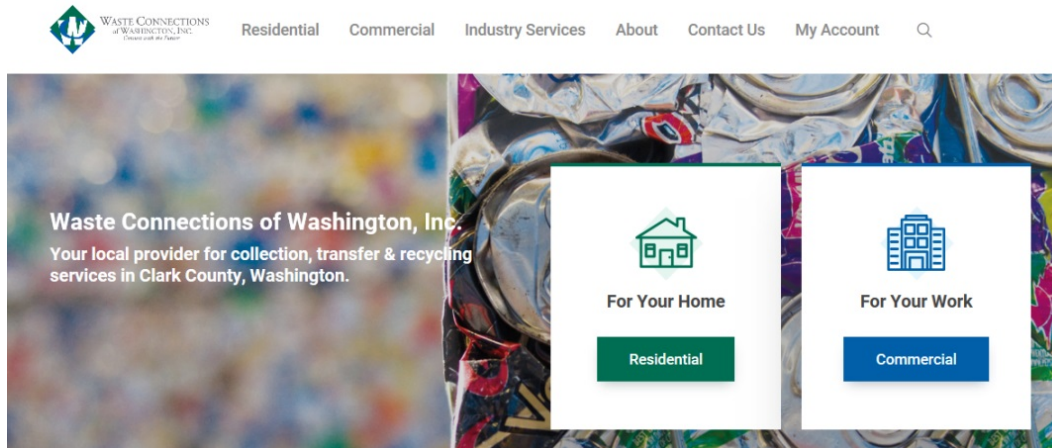
## 9 – Recycling Contamination Reduction Plan

- Contractor will implement a contamination reduction plan
- Includes one FTE added to focus on contamination
- Increased budget to support education and operations
- Contamination reduction plan to be an exhibit in the contract



# 10 – Enhanced Customer Service

- Existing phone system and website to be upgraded
- Auto-call back, text, chat and translation services to be offered
- Customer hold times will not exceed 30 seconds



# 11 – Drop-Off Recycling

- Waste Connections will provide free drop-off recycling service for block foam and plastic bag/wrap recycling at all transfer stations



# 12 – Annexation

- Any annexations that occur before January 2025 will not result in a contract extension.
- First annexation that occurs after January 1, 2025, will result in a 2-year extension.



# 13 - Contract Terms

- **New Draft Term:** New contract proposed to be effective April 1, 2019 to September 30, 2030.
- **New Contract Content:** Language and structure of the draft contract is new and updated.



# Proposed Rates – Residential



## Typical Single-Family Residential Customer

### OPTIONAL

| Service Level: | 32-gal wkly Garbage | 96-gal EOW Recycling | 96-gal EOW Yard Debris | Combined monthly rate |
|----------------|---------------------|----------------------|------------------------|-----------------------|
| Current        | \$19.22             | \$3.01               | \$7.43                 | \$29.66               |
| Proposed       | \$19.22             | \$4.97*              | \$7.43**               | \$31.62               |
| Difference     | \$0                 | \$1.96 (65%)         | \$0                    | \$1.96 (7%)           |

\* Includes proposed pass-through processing costs (\$1.77/month)

\*\* Includes addition of food waste/organics service beginning October 1, 2019

*Note: EOW = Every Other Week*

# Proposed Rates – Commercial

## Typical Commercial Customer:



### OPTIONAL

| Service Level: | 2-yd wkly<br>Garbage | 3-yd wkly<br>Recycling | Combined<br>monthly rate | Solid Waste<br>Fund |
|----------------|----------------------|------------------------|--------------------------|---------------------|
| Current        | \$196.86             | \$0                    | \$196.86                 | \$26**              |
| Proposed       | \$197.84*            | \$11                   | \$208.84                 | \$15                |
| Difference     | \$0.98 (0.5%)        | \$11                   | \$11.98 (6%)             |                     |

\* Increase would not take effect until January 1, 2020

\*\* Current contributions per month by Solid Waste Fund

# Proposed Rates – New Options

- **“Space Saver” Rates:** New for qualifying commercial customers.
- **Frequency:** Adding new frequency of commercial service in high density areas based on 7 days per week.
- **Organics:** New service levels will be added to residential organics collection. Commercial food waste to be offered at a reduced rate.

# Next Steps

Tonight's Goal: Determine if proposed new contract is in line with Council's vision for service delivery.

- If yes, bring draft contract and related VMC with new service levels and rate changes to Council on February 11 and 25 for consideration/public hearing.
- If no, identify aspects that do not meet the vision, and discuss timeline for possible request for proposal process if needed.

# Council Discussion & Direction



# Questions and Discussion

- Tanya Gray, Solid Waste Supervisor  
[tanya.gray@cityofvancouver.us](mailto:tanya.gray@cityofvancouver.us) or 360-487-7163
- Rich McConaghy, Environmental Resources Manager  
[rich.mcconaghy@cityofvancouver.us](mailto:rich.mcconaghy@cityofvancouver.us) or 360-487-7165

# The Heights District Plan Update

VANCOUVER  
CITY HALL



February 4, 2019

Vancouver City Council Public Hearing

Rebecca Kennedy, City of Vancouver

Mark Sindell, GGLO

Keith Walzak, VIA Architecture

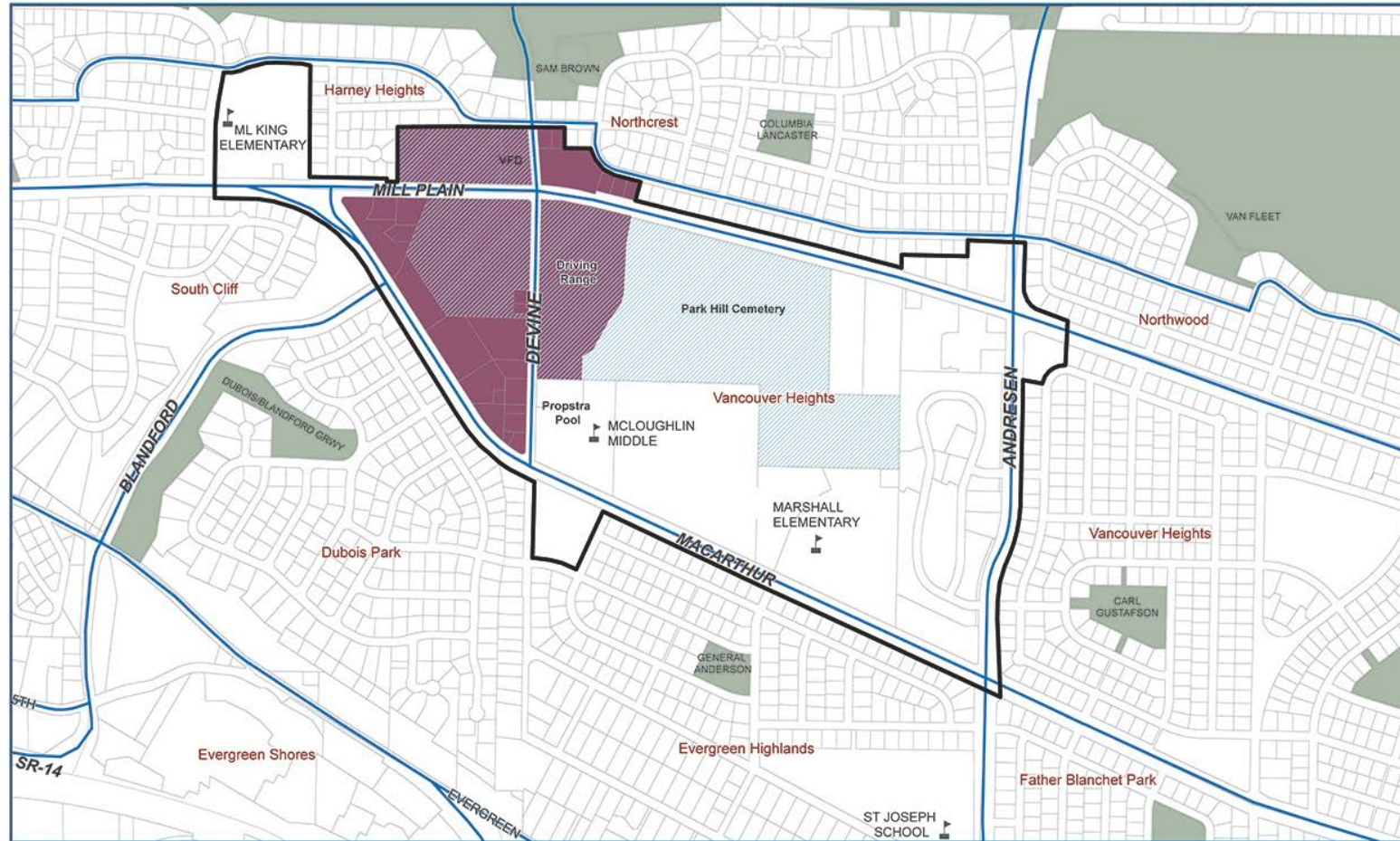
# Presentation Overview

- Project goals, timeline & deliverables
- Existing conditions
- Public outreach to date
- Draft preferred concept
- Implementation considerations
- Timeline

# Prior Council Review

- June 2017: Council authorized purchase of Tower Mall property and adopted development moratorium for 25-acre Tower Mall area
- July 2017: Adoption of moratorium with additional findings of fact
- November 2017: Adoption of ordinance to extend moratorium for 6 months
- May 2018: Update on Planning process to date and extension of development moratorium
- July 2018: Update on planning process to date
- October 2018: Update on Planning process to date and extension of development moratorium

# The Heights District

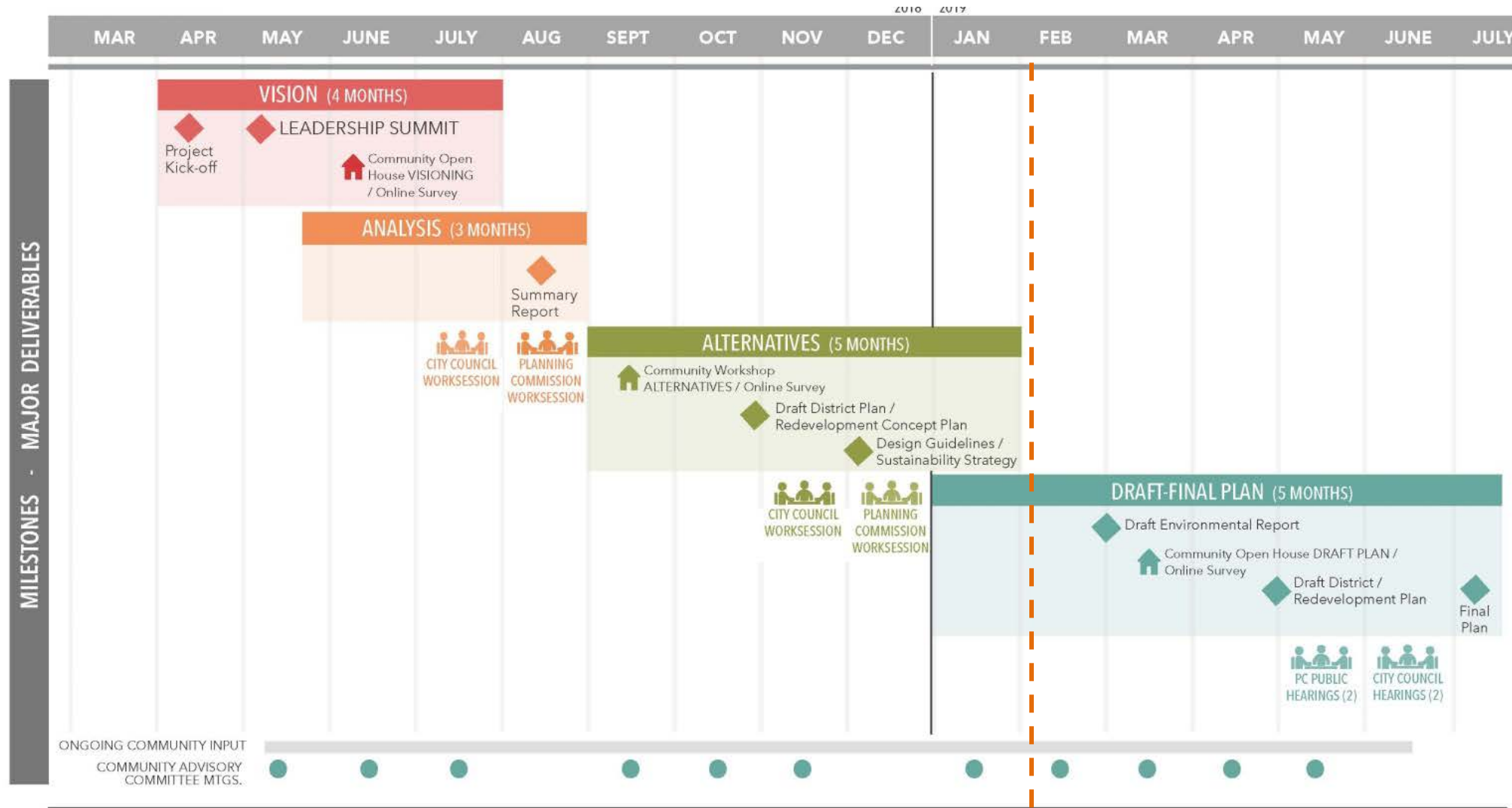


# The Heights District Plan: Project Goals

- Establish a vision for a **vibrant urban center**
- Catalyze additional **private development** in the District
- **Involve the public** in the planning / design process
- Include **affordable**, workforce and/or mixed-income housing
- Include accessible **public open space**
- Utilize innovative urban design and **sustainable development practices**
- Plan for the creative and functional **integration of transit**
- Increase **multi-modal connectivity** in the District uses



# Heights District Plan: Timeline & Phasing



# Heights District Plan: Project Deliverables

1. ***Subarea Plan*** for the 205-acre Heights District that will include an overarching vision for the area, and make recommendations on design, land use, housing transportation, public space, and implementation priorities.
2. ***Detailed Redevelopment Plan*** for the 53-acre Tower Mall redevelopment area that will include a market analysis, feasibility study, phased redevelopment plan, and partnerships and implementation recommendations.
3. ***Environmental Impact Statement:*** Planned Action SEPA Analysis that includes thresholds for a mix of uses and will enable expedited review of future development proposals.

# Heights District Plan: Community Engagement

Community Open  
Houses

Online Surveys

Stakeholder  
Interviews

Community  
Advisory  
Committee

Technical Advisory  
Committee

Property Owner  
Meetings

Neighborhood  
Assoc. Meetings  
& Interviews

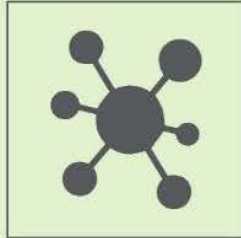
Planning  
Commission & City  
Council

# Community Engagement



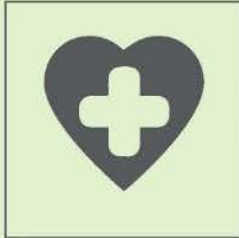
# A Vision for the Heights

## PRIMARY DRIVERS



### 1. Connectivity

- Creation of a walkable and bikeable street network with connections to nearby trails
- Maintain local and regional connections to services and amenities in Downtown Vancouver, Portland, etc.
- Improved traffic safety at intersections, through improved lighting, signals, and visibility



### 2. Community Health, Wellness & Equity

- Walkable, healthy food options, such as grocery stores and farmers markets
- Uses that promote “healthy” living, including playgrounds and exercise/athletic facilities
- Maintain social and support services for underserved families in the area



### 3. Sustainability

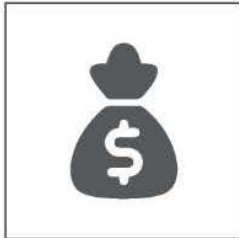
- Increase urban greenspace and trees while preserving existing significant trees
- Break up existing pattern of pavement and gravel
- Address drainage and flooding issues along major corridors

## SECONDARY DRIVERS



### 4. Public Realm

- Creation of flexible gathering spaces that can accommodate community activities and events
- Provide a variety of active open spaces, including dog parks, playfields, and community gardens
- Well-maintained public spaces and sidewalks



### 5. Economic Development

- Restaurants and other food options that are affordable and easy to walk to
- Specialty, health-focused grocery store
- Maintain “small business” culture by saving existing locally owned businesses and attracting new local businesses



### 6. Mixed Income Housing

- Increased housing variety that includes mixed types (i.e. senior housing) and mixed incomes
- Mindful placement and integration of low-income housing
- Keeping housing options affordable for a diverse demographic, from seniors to young families



### 7. Urban Character/Form

- Creation of a distinct identity through urban form
- Attractive, appealing architecture that complements existing neighborhood character
- Appropriate scale (number of stories) of buildings



### 8. Arts/Culture

- Installation of art pieces, such as murals, that can be participatory and reflect local history
- Dedicated, flexible venues for arts and cultural events
- Neighborhood library as a cultural amenity

# Market Conditions

- Strong demand for housing at multiple income levels
- Multifamily housing is a natural fit for The Heights
- Retail difficult on its own, but can play a supportive role and be successful as part of a mixed-use development.
- Office uses could also play a supportive role, but will not lead development.



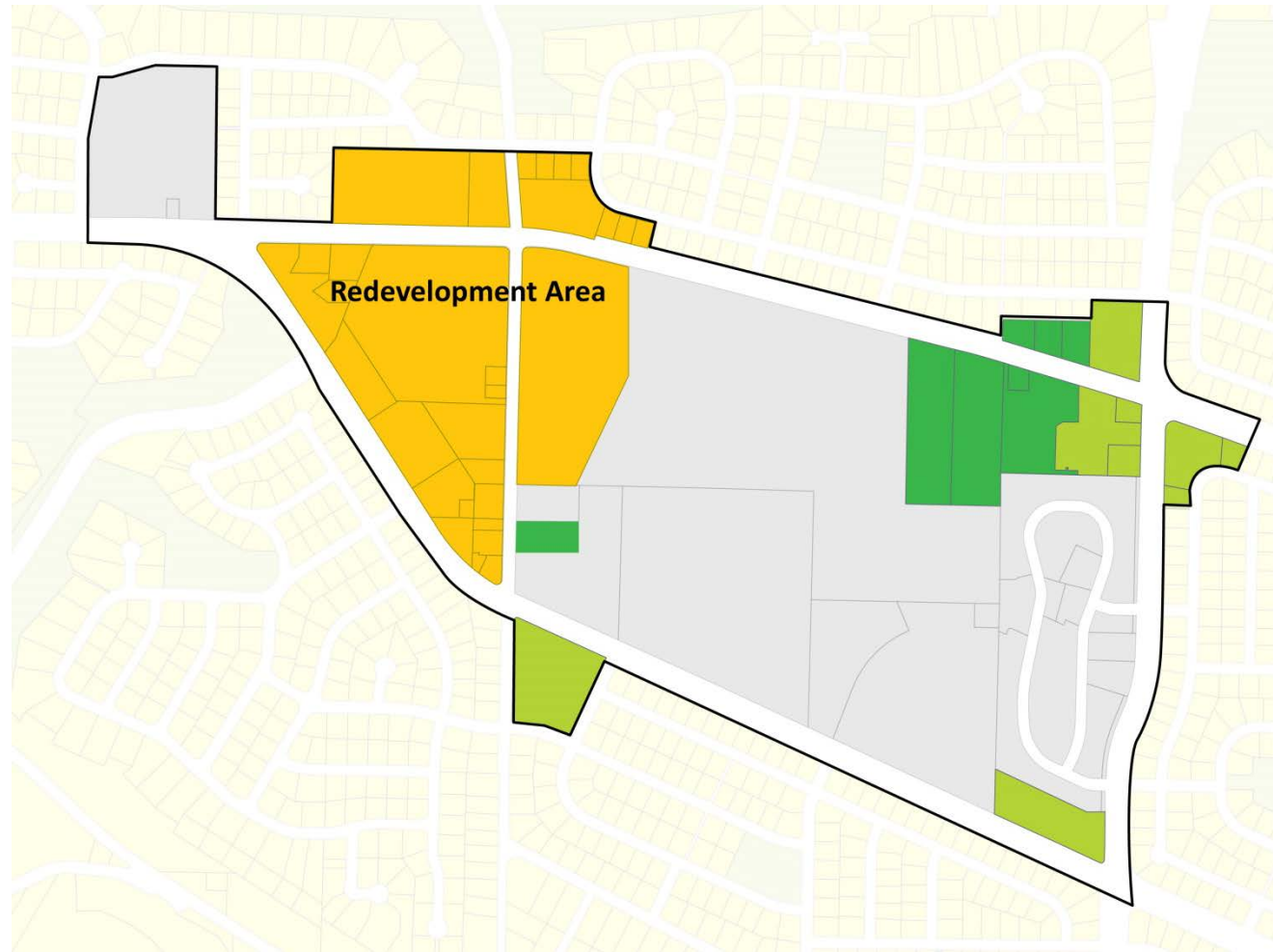
# Market Driver: Residential Development



# Market Drivers: Retail, Commercial, Open Space

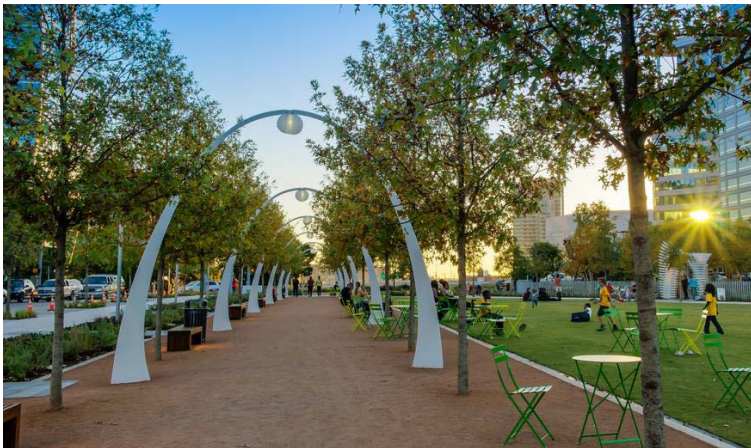


# The Heights District- Redevelopment Area



# Early Concepts

## The Promenade



## The Loop



## The Grand Park



# Preferred Draft Concept: The Grand Loop



*A pedestrian walkway 'loop' and parkway serve as the principal organizing element to unify the urban neighborhood and uses*

# Preferred Draft Concept: The Grand Loop



# Preferred Draft Concept: The Grand Loop



# Preferred Draft Concept: The Grand Loop



| Proposed Future Uses  | Redevelopment Area Summary | Total District Area Summary |
|-----------------------|----------------------------|-----------------------------|
| Residential           | 1,275 units                | 1,800 units                 |
| Commercial            | 65,000 sf                  |                             |
| Office                | 57,000 sf                  |                             |
| Hospitality           | 150 keys                   |                             |
| Civic                 | 9,000 sf                   |                             |
| Social Services       | 5,000 sf                   |                             |
| Institutional/ Church | 25,000 sf                  |                             |
| Open Space            | 2.5 acres                  |                             |

# Preferred Draft Concept: The Grand Loop



# Preferred Draft Concept: The Grand Loop



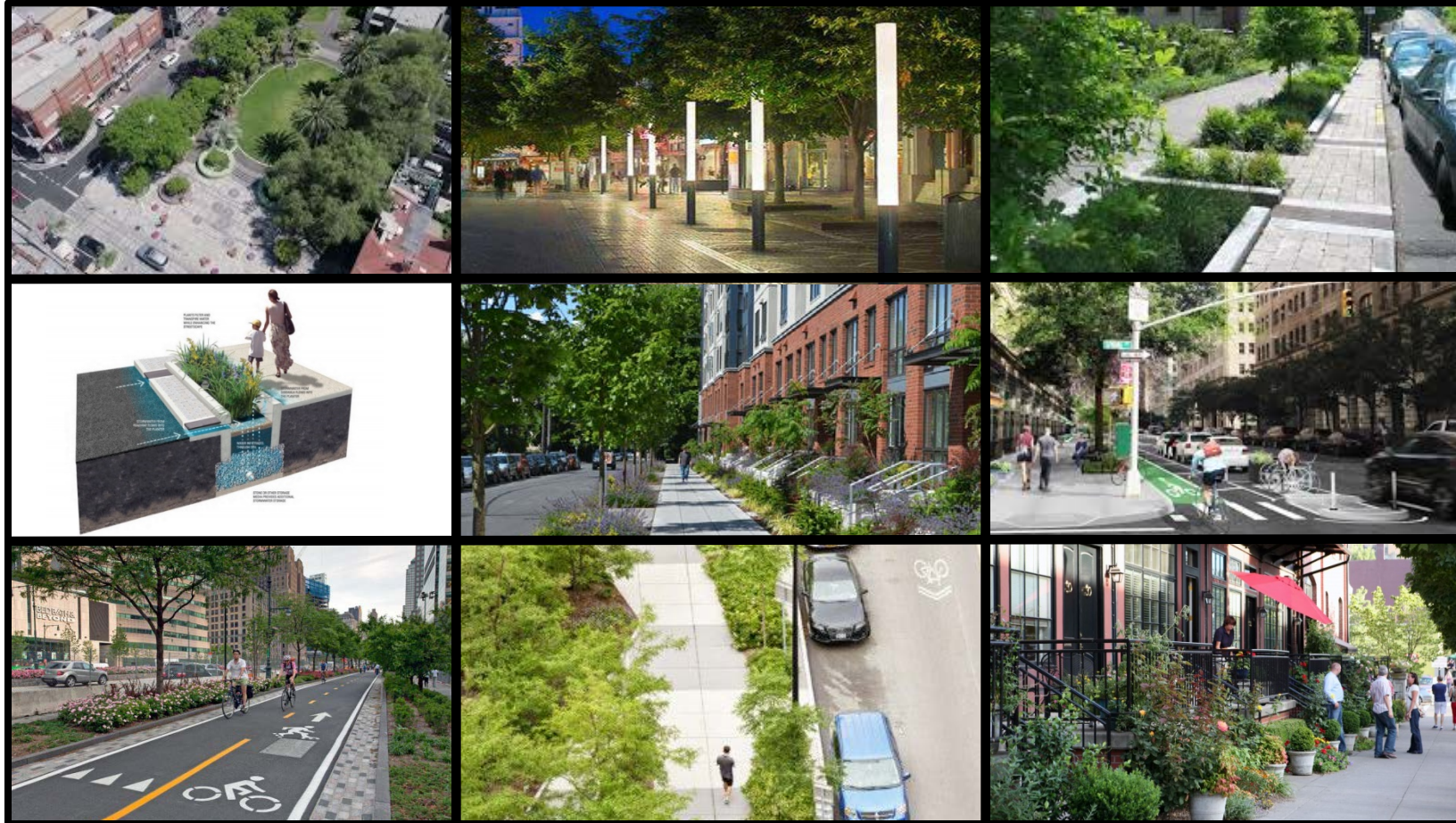
# Preferred Draft Concept: Street Typologies



## LEGEND

- TYPE A STREET
- TYPE B STREET
- TYPE C STREET
- ALLEY

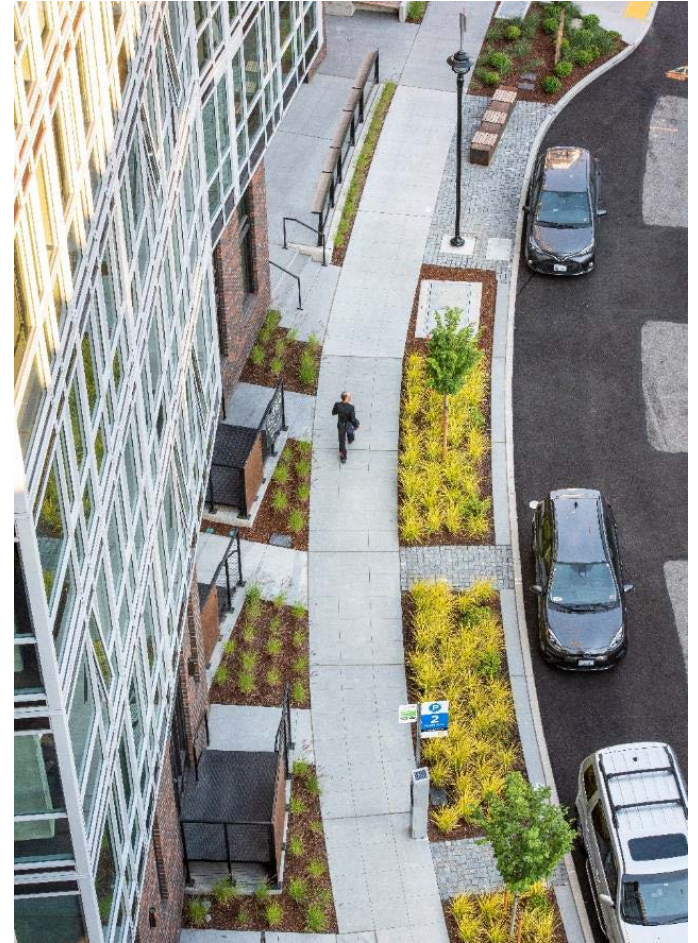
# Street Precedent Examples



# Festival Street Precedent Examples



# Street Typology: Standard Street



# Street Typology: Retail Street



# Street Typology: Retail Street



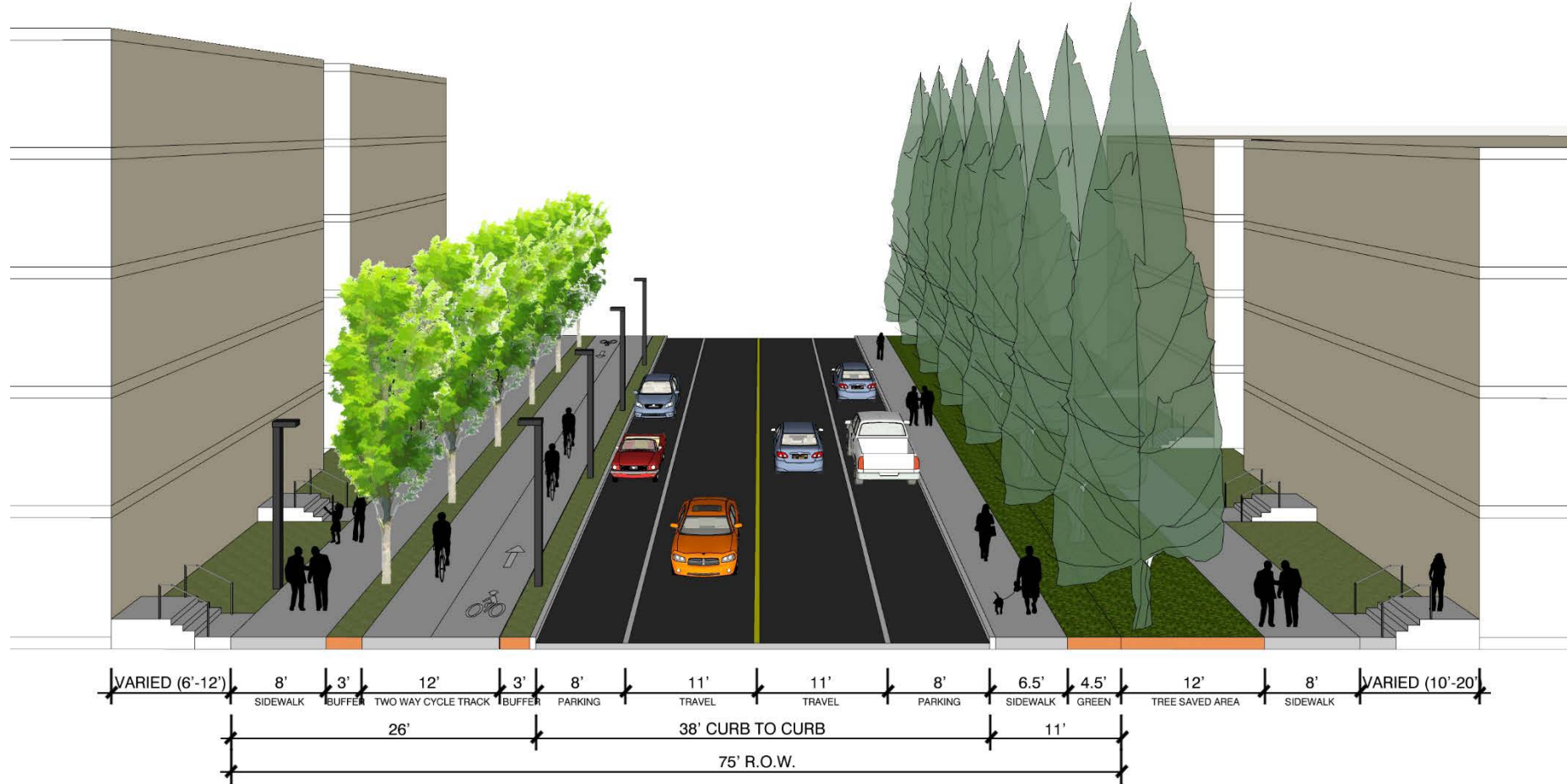
# Street Typology: Linear Park



# Street Typology: Linear Park



# Street Typologies: Devine Road



# Open Space Network



## 2 Acres of Park

|                     |           |
|---------------------|-----------|
| Civic Park          | 1 acre    |
| Neighborhood Park   | 1.5 acres |
| Pocket Parks        | .5 acres  |
| Linear Parks (Loop) | .5 acres  |

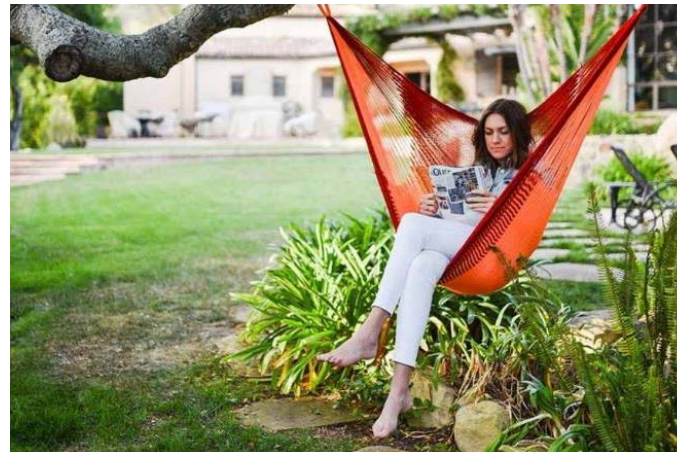
# Open Space: Civic Park



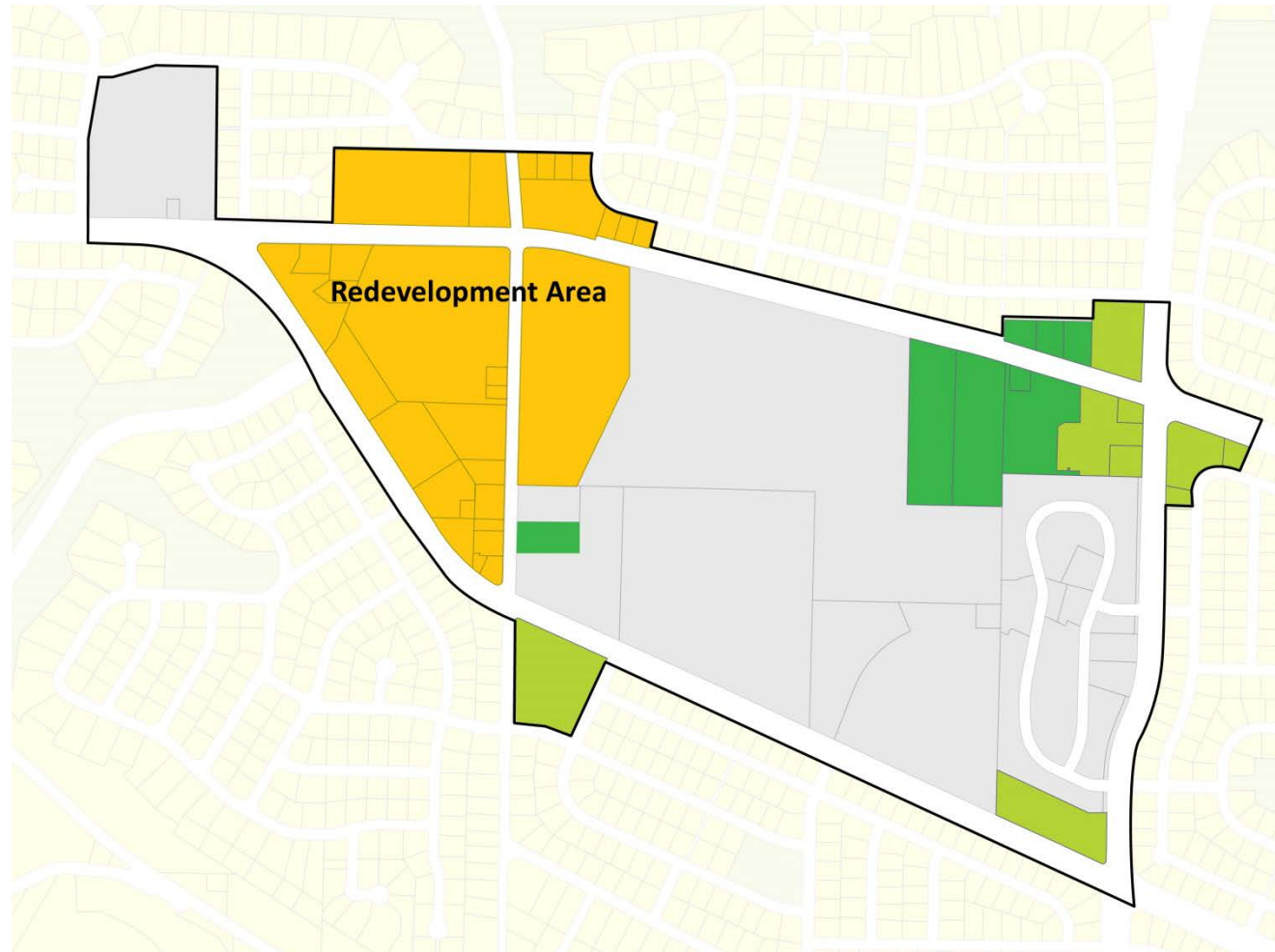
# Open Space: Neighborhood Park



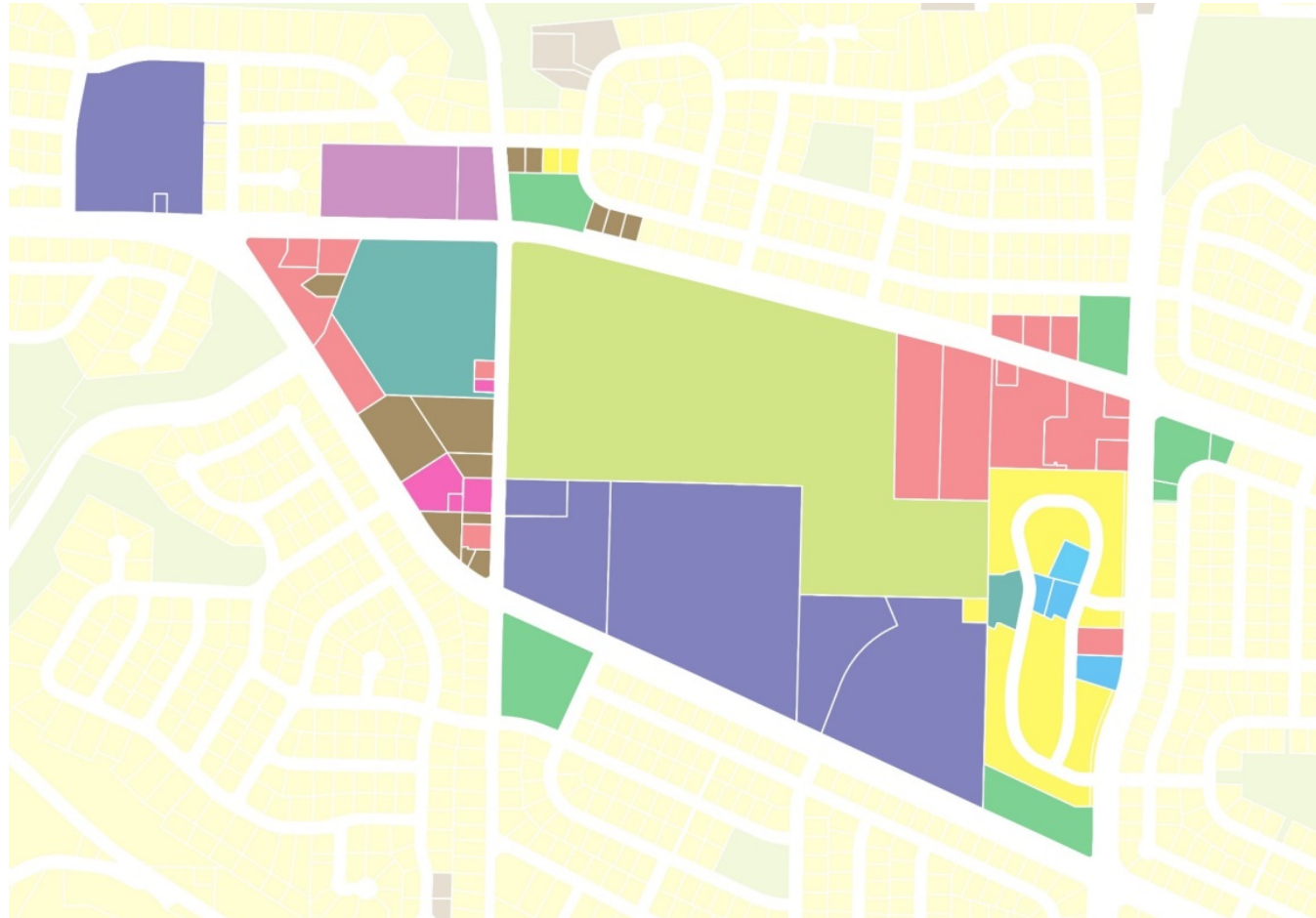
# Open Space: Pocket Park



# Overall District Strategies



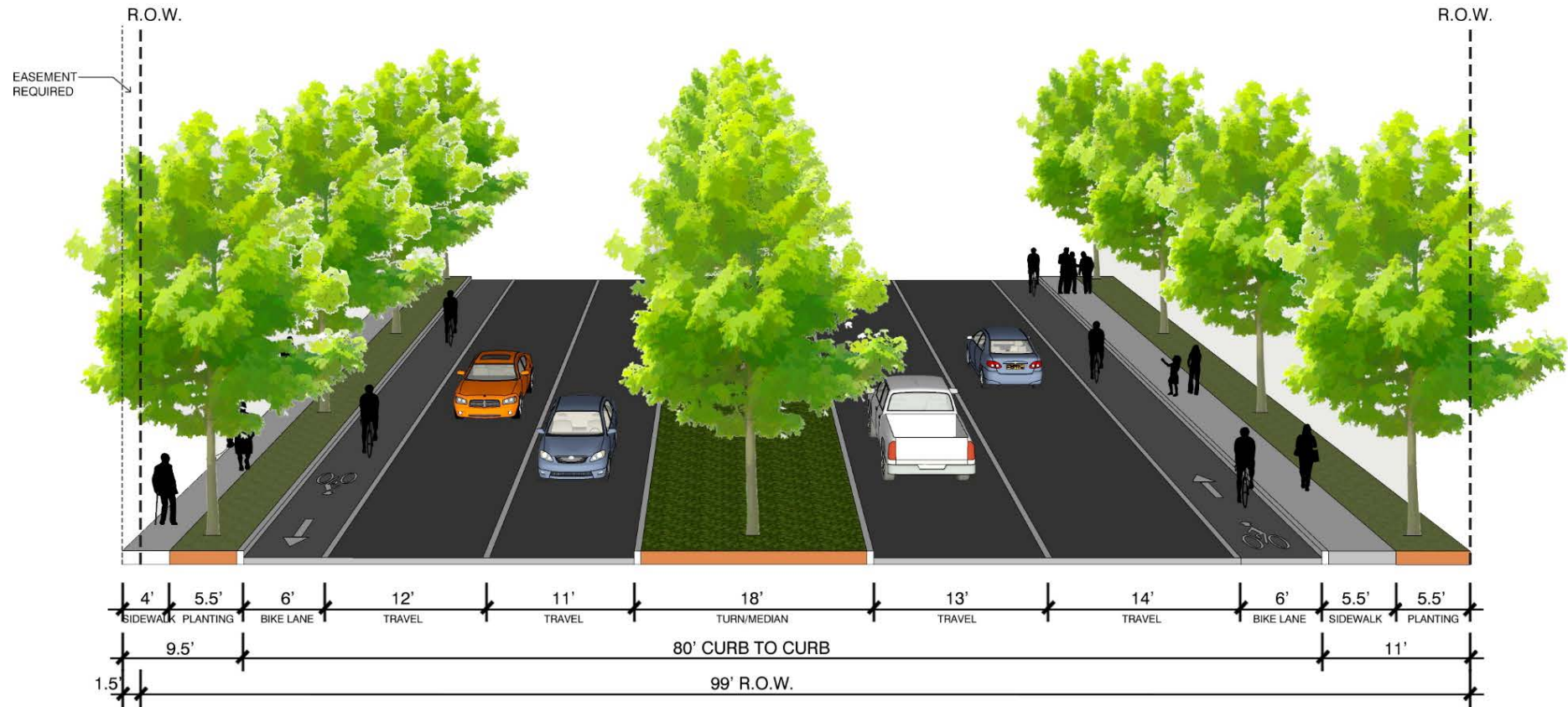
# Land Use- Use Mix



# Transportation: Vehicle Network & Access

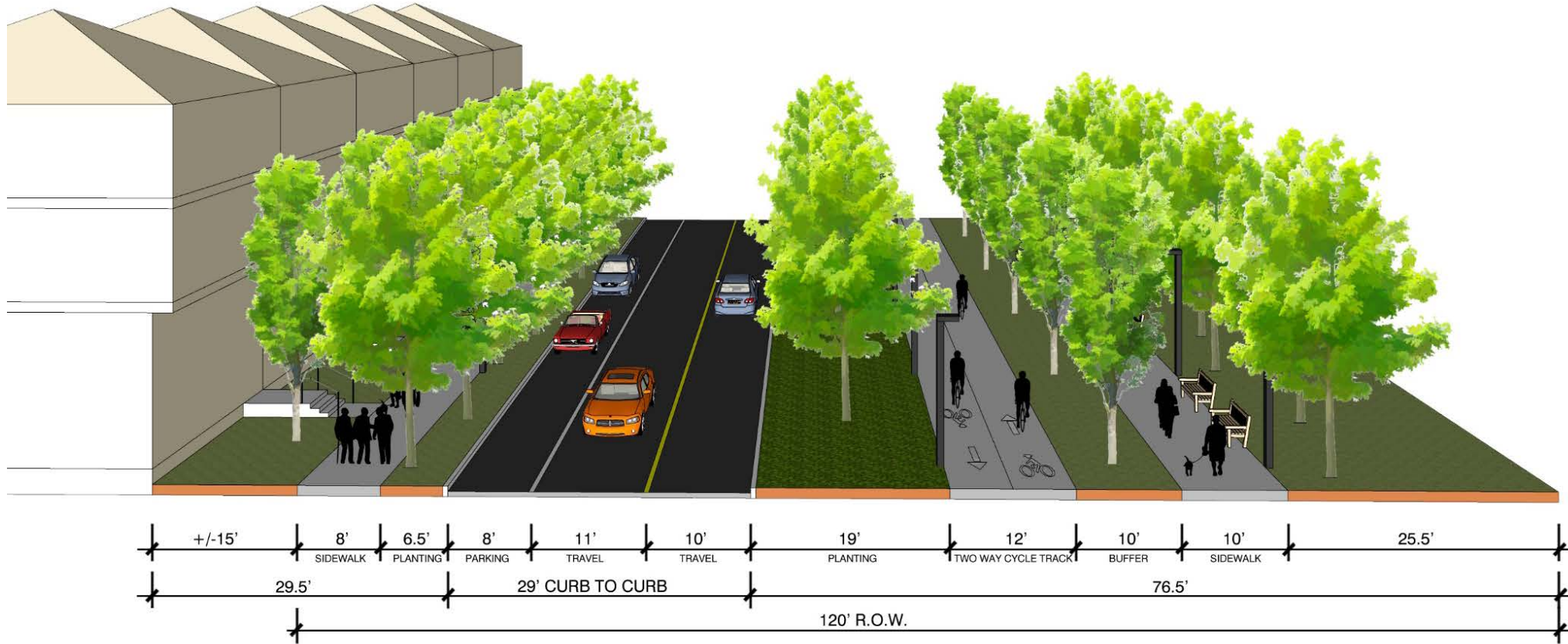


# Street Typologies: Mill Plain Boulevard



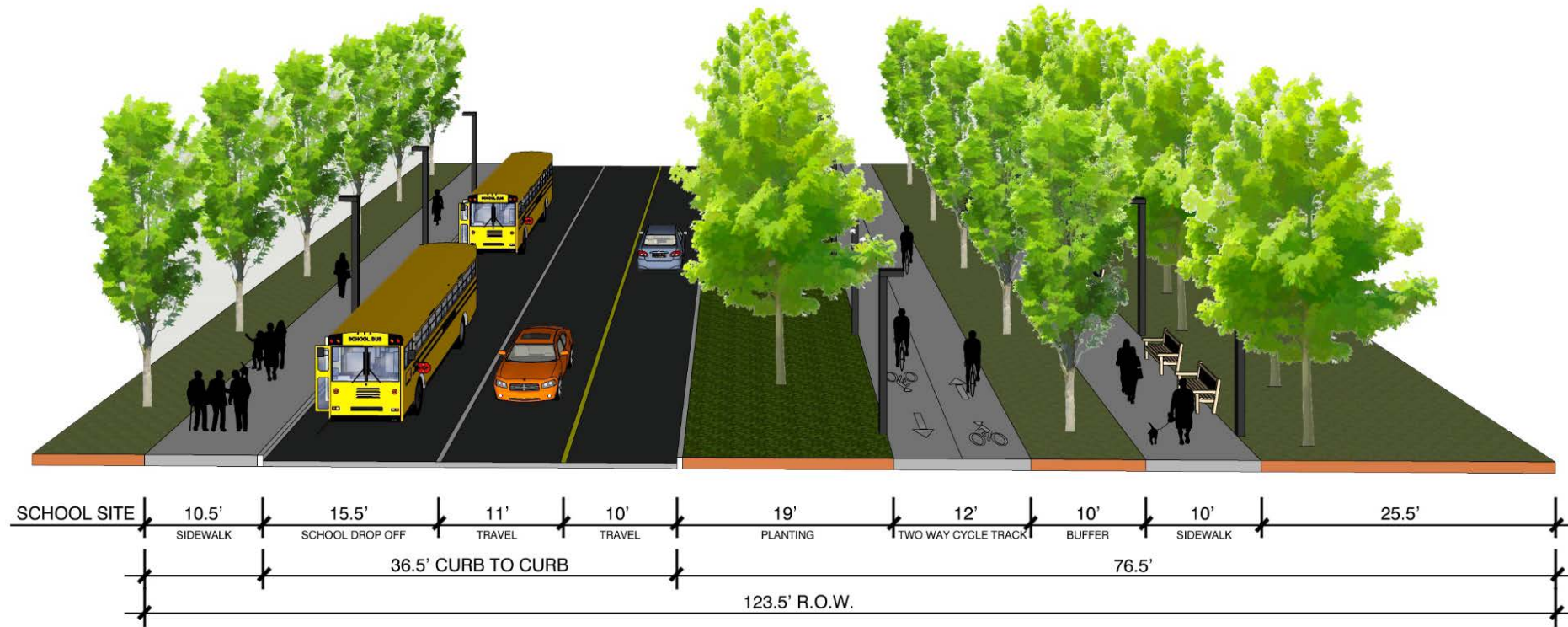
MILL PLAIN - EXISTING STREET SECTION

# Street Typologies: MacArthur Boulevard



MACARTHUR BLVD BETWEEN BLANDFORD & PHOENIX  
- PROPOSED STREET SECTION

# Street Typologies: MacArthur Boulevard

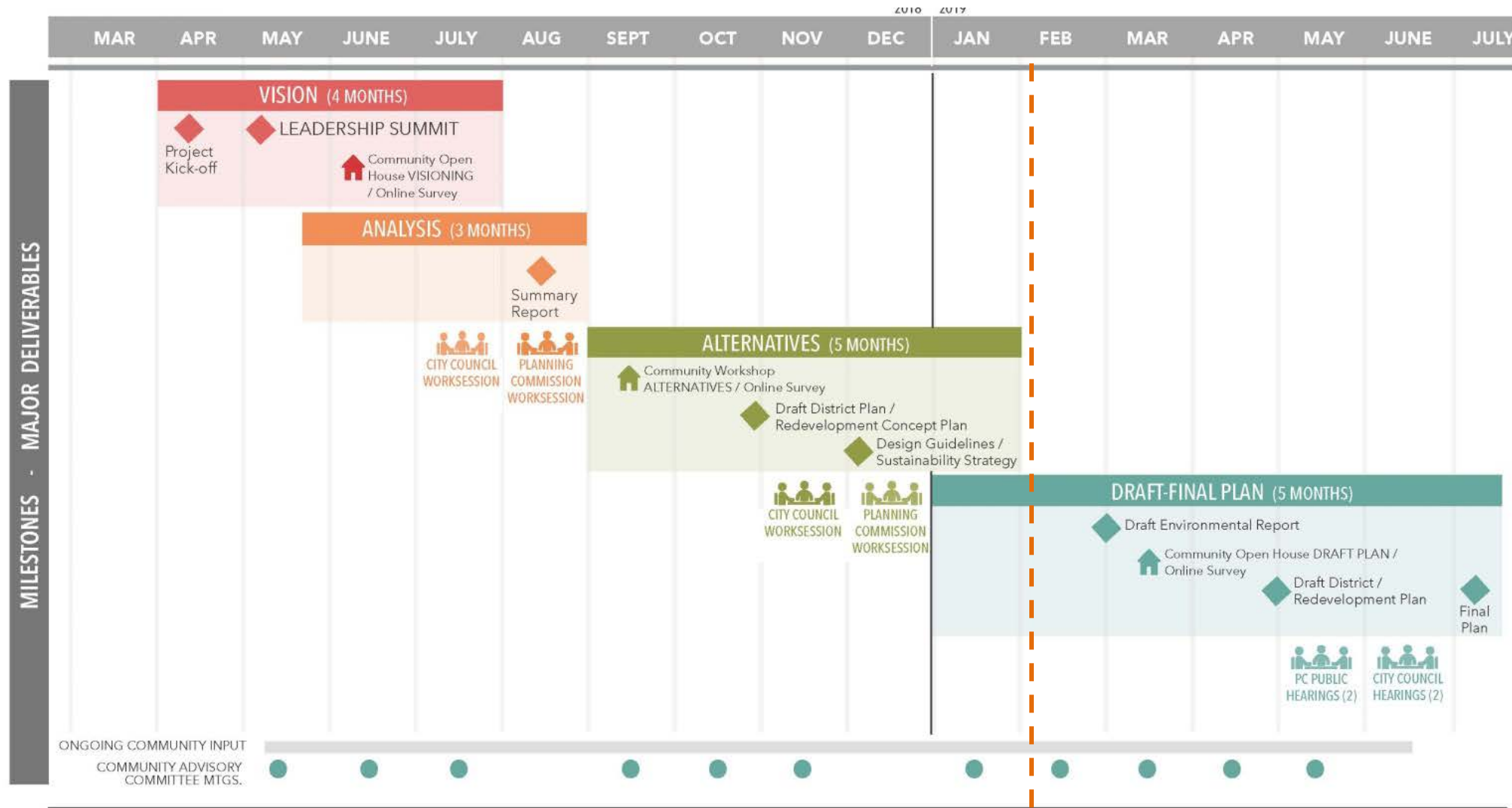


MACARTHUR BLVD AT MCLOUGHLIN MIDDLE SCHOOL  
- PROPOSED STREET SECTION

# District Wide Implementation

- Land Use and Zoning Classifications
- Design Guidelines
- Sustainability Strategy
- Access and Mobility Recommendations
- Affordable Housing Targets
- Redevelopment Phasing Plan
- Economic & Fiscal Impact Assessment

# Heights District Plan: Timeline & Phasing



# Next Steps

- Ongoing community engagement throughout the process
- In-Person Public Open House #3: April 13, 2019
- Online Public Open House #3: April, 2019
- Moratorium extension in May 2019
- Planning phase of The Heights project projected to be complete in fall 2019



## **Staff Report 024-19**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/4/2019

**SUBJECT** Affordable Housing Fund: 2018-2019 Housing Production & Preservation Projects

### **Key Points**

- The City has made \$6.04 million in Affordable Housing Funds available for Housing Production and Preservation Projects from levies collected during 2018 and 2019.
- The proposed funding awards would support fifteen income-based housing projects by nonprofit and for-profit developers.
- By funding these projects, the City would help create or preserve 513 housing units, including 352 units serving households at or below 50% of area median income.

### **Strategic Plan Alignment**

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

### **Present Situation**

The Affordable Housing Fund is in its third year of levy collection and second year of project spending. On January 28, 2019, staff presented Affordable Housing Fund award recommendations to City Council for Housing Production and Preservation projects. This award cycle combines 2018 and 2019 funds, making a total of \$6.04 million available for units supporting households earning up to 50% of area median income (AMI).

Applicants were allowed to request up to \$50,000 per unit at 50% AMI with a maximum project request of \$850,000. The City received 15 applications from both nonprofit and for-profit developers. A 12-person committee with expertise in finance, development, property management and community services reviewed the applications and made funding recommendations.

The recommendations include \$5,690,000 awarded to fifteen projects (see attached project list). The remaining \$350,000 is a contingent award and will be provided to the Community Roots Collaborative Development and/or Veterans Village if these projects secure other funding to move forward.

The proposed awards would support a total of 513 new or preserved housing units, including 352 units serving households at or below 50% AMI. Ten of the proposals are new construction or acquisition projects that will result in new units available to very low-income households. The remaining five projects are rehabilitation of existing income-based apartments.

**Advantage(s)**

1. Support 513 housing units, including 352 units serving households at or below 50% AMI.
2. Support the creation of mixed-income housing.
3. Support housing serving families, veterans and people exiting homelessness.
4. Ten of the projects will create or acquire housing resulting in new units serving very low-income households.
5. Five of the projects will preserve existing housing units serving very low-income households through needed health, safety and livability improvements.
6. The Affordable Housing Fund awards would leverage an estimated \$114 million in other funding sources. The City's commitment would also provide "first-in" funding for several of the projects, allowing the applicants to pursue other public and private sources.
7. The funding awards will allow the City to partner with new nonprofit and for-profit organizations, helping to build community capacity for income-based housing development.
8. The use of this funding is consistent with the adopted Administrative and Financial Plan governing the Affordable Housing Fund.

**Disadvantage(s)**

None.

**Budget Impact**

Funding is included in the City budget.

**Prior Council Review**

January 28, 2019 - City Council workshop on projects and proposed funding awards

**Action Requested**

Approve the funding awards for 2018-2019 Housing Preservation and Production projects to support fifteen community projects.

*Peggy Sheehan, Community Development Programs Manager, 487-7952*

**ATTACHMENTS:**

- AHF Project List and Funding Recommendations

**2018-2019 Affordable Housing Fund**  
**Proposed awards for housing production and preservation projects**

| <b>Project</b>                                                                                                     | <b>Total Units</b> | <b>50% AMI Units</b> | <b>AHF Request</b> | <b>Proposed Award</b>                       |
|--------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|--------------------|---------------------------------------------|
| <b>New housing construction</b>                                                                                    |                    |                      |                    |                                             |
| America for Veterans Foundation - Veterans Village *                                                               | 18                 | 18                   | \$ 735,000         | \$ 525,000                                  |
| Community Roots Collaborative - CRC Development *                                                                  | 25                 | 25                   | \$ 500,000         | \$ 250,000                                  |
| Evergreen Habitat for Humanity – Land Acquisition/Construction                                                     | 6                  | 6                    | \$ 300,000         | \$ 300,000                                  |
| Grand Apartments JV LLC - Grand Avenue 14-Unit                                                                     | 14                 | 11                   | \$ 550,000         | \$ 550,000                                  |
| Housing Initiative LLC - The Pacific                                                                               | 18                 | 18                   | \$ 600,000         | \$ 600,000                                  |
| Mercy Housing Northwest - Mercy-PeaceHealth Family Housing                                                         | 73                 | 73                   | \$ 850,000         | \$ 500,000                                  |
| Palindrome Communities LLC - Arnada Workforce Housing (formerly Vancouver Housing Authority - Downtown Apartments) | 83                 | 17                   | \$ 350,000         | \$ 350,000                                  |
| <b>Subtotal</b>                                                                                                    | <b>136</b>         | <b>133</b>           | <b>\$3,885,000</b> | <b>\$3,075,000</b>                          |
| <b>Acquisition of housing</b>                                                                                      |                    |                      |                    |                                             |
| Lifeline Connections - Recovery Residence for Women ~                                                              | 1                  | 1                    | \$ 200,000         | \$ 100,000                                  |
| Second Step Housing - Acquisition and Preservation                                                                 | 10                 | 10                   | \$ 500,000         | \$ 500,000                                  |
| Vancouver Housing Authority - Multifamily Acquisition                                                              | 26                 | 2                    | \$ 100,000         | \$ 100,000                                  |
| <b>Subtotal</b>                                                                                                    | <b>37</b>          | <b>13</b>            | <b>\$ 800,000</b>  | <b>\$ 700,000</b>                           |
| <b>Rehabilitation of housing (already owned by agency)</b>                                                         |                    |                      |                    |                                             |
| Second Step Housing - 52-Unit Rehab (multiple sites)                                                               | 52                 | 52                   | \$ 215,000         | \$ 215,000                                  |
| Vancouver Housing Authority - 132nd Ave Townhomes Rehab +                                                          | 12                 | 12                   | \$ 600,000         | \$1,700,000 for all four VHA rehab projects |
| Vancouver Housing Authority - Columbia House Rehab +                                                               | 151                | 17                   | \$ 850,000         |                                             |
| Vancouver Housing Authority - Englund Manor Rehab +                                                                | 29                 | 29                   | \$ 850,000         |                                             |
| Vancouver Housing Authority - Van Vista Rehab +                                                                    | 96                 | 96                   | \$ 850,000         |                                             |
| <b>Subtotal</b>                                                                                                    | <b>340</b>         | <b>206</b>           | <b>\$3,365,000</b> | <b>\$1,915,000</b>                          |
| <b>TOTAL</b>                                                                                                       | <b>513</b>         | <b>352</b>           | <b>\$8,050,000</b> | <b>\$5,690,000</b>                          |

(\*) An additional \$350,000 is available and may be awarded to one or both of these projects, provided that all other funding is secured and project is ready to move forward with construction within one year.

(~) Project consists of one home that will house up to 8 tenants through a transitional housing model.

(+) Vancouver Housing Authority (VHA) may choose to allocate its combined rehab award of \$1,700,000 among the four projects as needed.

Projects also received 2017 Affordable Housing Funds. Units were excluded from subtotal/total.

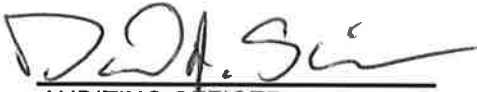
## VOUCHER APPROVAL

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

\$ **6,229,685.84** this 4th day of February 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

  
\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
COUNCILMEMBER

| DATE                    | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL     |
|-------------------------|----------------------------------------|-----------------|
| January 22 - January 28 | Accounts Payable Checks (see attached) | \$ 3,420,866.56 |
| January 22 - January 28 | Visa Refunds (see attached)            | \$ 2,187.27     |
| January 22 - January 28 | Payroll Checks (see attached)          | \$ 2,806,632.01 |
| <b>TOTAL</b>            |                                        | \$ 6,229,685.84 |

# INVOICE PAYMENTS REPORT

| Check Number | Check Date  | Amount     | Vendor Name                         | Description                                                                                                                                       |
|--------------|-------------|------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 120183       | 22-Jan-2019 | 165,128.30 | BLUE CROSS BLUE SHIELD OF OR        | ***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 2 OF JAN                                                                                                |
| 120184       | 22-Jan-2019 | 28,455.50  | WASHINGTON DENTAL SERVICE           | ***WIRE*** WDS WEEKLY CLAIMS, WEEK 2 OF JAN                                                                                                       |
| *120186      | 24-Jan-2019 | 513,014.35 | PNC BANK NATIONAL ASSOCIATION       | ***WIRE*** PNC PAYMENT TO COVER 01/21/19 STATMENT                                                                                                 |
| 120187       | 24-Jan-2019 | 66,446.98  | PNC BANK NATIONAL ASSOCIATION       | ***WIRE*** PNC PAYMENT TO COVER 01/21/19 STATMENT                                                                                                 |
| *120189      | 25-Jan-2019 | 126.00     | STATE OF WASHINGTON                 | ***WIRE*** 19JAN - WA STATE CPL FEE - 7 APPLICANTS - VPD                                                                                          |
| 120190       | 25-Jan-2019 | 33,558.02  | GALLAGHER BASSETT SERVICES INC      | ***WIRE***WORKERS' COMP FUNDING / MESSAGE ID: 44467708                                                                                            |
| 120191       | 25-Jan-2019 | 6,607.12   | ICMA 401A                           | ***WIRE*** PAYROLL                                                                                                                                |
| 120192       | 25-Jan-2019 | 10,817.46  | ALLEGIANCE BENEFIT PLAN MANAGEMENT  | ***WIRE*** PAYROLL                                                                                                                                |
| 120193       | 25-Jan-2019 | 13,799.13  | WESTERN STATES HEALTH &             | ***WIRE*** PAYROLL                                                                                                                                |
| 120194       | 25-Jan-2019 | 1,462.30   | VANCOUVER FIRE COMMAND OFFICERS     | ***WIRE*** PAYROLL                                                                                                                                |
| 120195       | 25-Jan-2019 | 24,767.13  | VANCOUVER FIREFIGHTERS UNION HEALTH | ***WIRE*** PAYROLL                                                                                                                                |
| 120196       | 25-Jan-2019 | 5,792.08   | WASHINGTON SDU                      | ***WIRE*** PAYROLL                                                                                                                                |
| 120197       | 25-Jan-2019 | 23,405.86  | ING                                 | ***WIRE*** PAYROLL                                                                                                                                |
| 120198       | 25-Jan-2019 | 21,275.00  | WASHINGTON STATE FIREFIGHTERS       | ***WIRE*** PAYROLL                                                                                                                                |
| 120199       | 25-Jan-2019 | 61,567.34  | STATE OF WASHINGTON 457             | ***WIRE*** PAYROLL                                                                                                                                |
| 120200       | 25-Jan-2019 | 150,831.10 | ICMA CORP                           | ***WIRE*** PAYROLL                                                                                                                                |
| 120201       | 25-Jan-2019 | 75.00      | HRA VEBA PLAN                       | ***WIRE*** PAYROLL                                                                                                                                |
| 120202       | 28-Jan-2019 | 137,263.55 | BLUE CROSS BLUE SHIELD OF OR        | ***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 3 OF JANUARY                                                                                            |
| 120203       | 28-Jan-2019 | 19,790.50  | WASHINGTON DENTAL SERVICE           | ***WIRE*** WDS WEEKLY CLAIMS, WEEK 3 OF JANUARY                                                                                                   |
| 120204       | 28-Jan-2019 | 22,322.29  | BANK OF AMERICA                     | ***WIRE*** 02 2019 PAYROLL HSA                                                                                                                    |
| 120205       | 28-Jan-2019 | 774,607.70 | INTERNAL REVENUE SERVICE            | ***WIRE***02 2019 PAYROLL TAXES; FEDERAL W/H                                                                                                      |
| 120206       | 28-Jan-2019 | 17,303.23  | STATE OF OREGON                     | ***WIRE*** 02 2019 PAYROLL TAXES, OREGON WITHHOLDING                                                                                              |
| 120207       | 28-Jan-2019 | 30,244.20  | GALLAGHER BASSETT SERVICES INC      | ***WIRE*** SDR FUNDING DUE NOTICE - MESSAGE ID 44516222                                                                                           |
| 599268       | 23-Jan-2019 | 989.25     | A-CHECK AMERICA INC                 | ACCR18 - CUST 00178340-0000 - 18DEC - EMPLOYMENT SCREENING SERVICES - HR                                                                          |
| 599269       | 23-Jan-2019 | 3,881.94   | ABM ON-SITE SERVICES WEST INC       | JOB 31062242 - CUST 6631793 - EXTRA JANITORIAL SERVICES - MULTIPLE CITY LOCATIONS - THRU 11/30/18 - OP CENTER                                     |
| 599270       | 23-Jan-2019 | 6,333.60   | ACTION TECHNOLOGY SYSTEMS           | ACCT 8000 - ELEVATOR PHONE/INTRUSION ALARM MONITORING - 19JAN-19MAR - MULTIPLE CITY LOCATIONS - OP CENTER - RECEIPT 139942 BY P NEWTON PER E-MAIL |
| 599271       | 23-Jan-2019 | 121.35     | ADVANCE STORES CO INC               | SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES                                                                                        |
| 599272       | 23-Jan-2019 | 4,471.45   | ALLEGIANCE BENEFIT PLAN MANAGEMENT  | SUMMARY: ACCR18 - RETIRED LEOFF POLICE/FIRE                                                                                                       |
| 599273       |             |            |                                     |                                                                                                                                                   |
| 599274       | 23-Jan-2019 | 225.00     | Allison, Adam William               | BOOT REIMBURSEMENT                                                                                                                                |
| 599275       | 23-Jan-2019 | 86.00      | AMERICAN WATER WORKS ASSN           | 2019 AWWA MEMBERSHIP DUES - PATSY NEWTON - MEMBER 00607074 - OP CENTER                                                                            |
| 599276       | 23-Jan-2019 | 5,256.57   | ANNAS CONSULTANTS INC               | 2018 ANNUAL AIR COMPRESSOR SVC - THRU 12/26/18 - STNS 2, 4, & 10 - RECEIPT 139637 BY C NELSON PER E-MAIL                                          |

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

## INVOICE PAYMENTS REPORT

| <u>Check Number</u> | <u>Check Date</u> | <u>Amount</u> | <u>Vendor Name</u>                       | <u>Description</u>                                                                                                                          |
|---------------------|-------------------|---------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 599277              | 23-Jan-2019       | 245.32        | ARAMARK UNIFORM SERVICES INC             | SUMMARY: MAT/COVERALL CLEANING - DECEMBER                                                                                                   |
| 599278              | 23-Jan-2019       | 2,666.64      | ARBORSCAPE LTD INC                       | ACCR18 - 10/11/18 - REMOVE DEAD TREES - 5 EA - BUFFER ZONE ON COLUMBIA WAY - OP CENTER                                                      |
| 599279              | 23-Jan-2019       | 115.18        | ARONSON SECURITY GROUP                   | ACCR18 - ASG AE HELP DESK LABOR - CORRECT CARD ACCESS TO 6TH FL - CITY HALL - 11/20/18 - FACILITIES - RECEIPT 139934 BY P NEWTON PER E-MAIL |
| 599279              | 23-Jan-2019       | 193.77        | ARONSON SECURITY GROUP                   | ACCR18 - ASG AE HELP DESK LABOR - SERVER ASSESSMENTS FOR STORAGE CAPACITY - 10/11/18 - FACILITIES - RECEIPT 139932 BY P NEWTON PER E-MAIL   |
| 599280              | 23-Jan-2019       | 36.75         | ASHLEY WEBB DBA AWTRANSCRIBES            | 12/26/18 - TRANSCRIPTION SERVICES - CASE 22261V - CMO                                                                                       |
| 599280              | 23-Jan-2019       | 33.25         | ASHLEY WEBB DBA AWTRANSCRIBES            | 12/27/18 - TRANSCRIPTION SERVICES - CASE 22261V - CMO                                                                                       |
| 599281              | 23-Jan-2019       | 820.99        | BERGER ABAM INC                          | PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 12/21/18 - CONSTRUCTION                                                    |
| 599282              | 23-Jan-2019       | 2,500.00      | BERRY DUNN MCNEIL & PARKER LLC           | ACCR18 - CLIENT 111225.40 - DEVELOPMENT OF STRATEGIC IT PLAN - THRU 09/05/18 - INFO TECH                                                    |
| 599283              | 23-Jan-2019       | 20.00         | BROADWAY STATION                         | ACCR18 - REF ALARMS                                                                                                                         |
| 599284              | 23-Jan-2019       | 881.00        | C TRAN                                   | ACCR18 - APPLICATION WITHDRAWN                                                                                                              |
| 599285              | 23-Jan-2019       | 686.00        | CALE AMERICA INC                         | ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 18AUG - PARKING                                       |
| 599286              | 23-Jan-2019       | 157.17        | Carroll, Craig Anthony                   | BOOT REIMBURSEMENT                                                                                                                          |
| 599287              | 23-Jan-2019       | 5,061.10      | CASCADE CENTERS INC                      | PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 19JAN - HR - RECEIPT 140036 BY A BAFUS PER E-MAIL                                       |
| 599288              | 23-Jan-2019       | 68,880.89     | CENTENNIAL CONTRACTORS ENTERPRISES, INC. | CITY HALL DAMPERS AND ADA OPENERS - EST 4 - THRU 12/27/18                                                                                   |
| 599288              | 23-Jan-2019       | 21,004.12     | CENTENNIAL CONTRACTORS ENTERPRISES, INC. | FIRE 5 COUNTER TOPS - EST 1 - THRU 12/27/18                                                                                                 |
| 599288              | 23-Jan-2019       | 106,731.44    | CENTENNIAL CONTRACTORS ENTERPRISES, INC. | WATER STATION ROOFING PROJECT - EST 2 - THRU 12/27/18                                                                                       |
| 599289              | 23-Jan-2019       | 500.00        | CHARLES SUNIGA                           | 12/30/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS                                                                                     |
| 599290              | 23-Jan-2019       | 165.30        | CHRISTENSON ELECTRIC INC                 | ACCR18 - APPLICATION WITHDRAWN                                                                                                              |
| 599291              | 23-Jan-2019       | 15,346.24     | CITY OF PORTLAND                         | ACCT 504443 - POLICE REGJIN ACCESS - 19JAN - VPD                                                                                            |
| 599292              | 23-Jan-2019       | 240.00        | CITY OF VANCOUVER                        | SUMMARY: ITM FEES - ITM INSPECTIONS-MULTIPLE LOCATIONS                                                                                      |
| 599293              | 23-Jan-2019       | 151.76        | CLARK COUNTY                             | ACCR18 - ATLAS QTY 7 - REC#GIS-12112018-4                                                                                                   |
| 599294              | 23-Jan-2019       | 6,558.20      | CLARK COUNTY                             | CUST 1812 - WORK CREW 05 - 18NOV - OP CENTER                                                                                                |
| 599294              | 23-Jan-2019       | 4,932.20      | CLARK COUNTY                             | CUST 1812 - WORK CREW 06 - 18NOV - OP CENTER                                                                                                |
| 599294              | 23-Jan-2019       | 5,820.00      | CLARK COUNTY                             | CUST 1812 - WORK CREW 07 - 18NOV - OP CENTER                                                                                                |
| 599294              | 23-Jan-2019       | 5,392.32      | CLARK COUNTY                             | CUST 1812 - WORK CREW 11 - 18NOV - OP CENTER                                                                                                |
| 599294              | 23-Jan-2019       | 4,535.60      | CLARK COUNTY                             | CUST 1812 - WORK CREW 12 - 18NOV - OP CENTER                                                                                                |
| 599295              | 23-Jan-2019       | 7,263.91      | CLARK PUBLIC UTILITIES                   | ACCR18 - ACCT 7429-562-7 - ORDER 523190-1 - NE CHKALOV DR & NE 112TH AVENUE - CONSTRUCTION                                                  |
| 599296              | 23-Jan-2019       | 4,159.00      | COLUMBIA CLAIMS SERVICE INC              | FILE V118-1008 - CLAIMS ADJUSTER SERVICES - THRU 12/28/18 - RISK                                                                            |
| 599297              | 23-Jan-2019       | 13.62         | COMCAST CABLE COMMUNICATIONS             | 8778 10 101 2442215 - 1/15/19-2/14/19 VPD EAST PRECINCT                                                                                     |
| 599298              | 23-Jan-2019       | 101.11        | COMCAST CABLE COMMUNICATIONS             | 8778 10 101 4482433 - 1/18/19-2/17/19 VPD WEST PRECINCT                                                                                     |
| 599299              | 23-Jan-2019       | 3,084.13      | COMPASS MINERALS AMERICA INC             | ACCR18 - CUST 537542 - 24.83 TON - OPS CENTER                                                                                               |

## INVOICE PAYMENTS REPORT

| Check Number | Check Date  | Amount    | Vendor Name                                    | Description                                                                                                                                           |
|--------------|-------------|-----------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 599300       | 23-Jan-2019 | 8,780.40  | CONTECH STORMWATER SOLUTIONS                   | ACCR18 - CART 27" 1/4 TURN-ZPG (20 EA)/CART REFURB 18" 1/4 TURN -ZPG (80 EA) - SHIPPED 07/24/18 - OP CENTER                                           |
| 599301       | 23-Jan-2019 | 20.00     | CORBETT FISH HOUSE                             | ACCR18 - REF ALARMS                                                                                                                                   |
| 599302       | 23-Jan-2019 | 209.74    | Craig, Austin Robert                           | BOOT REIMBURSEMENT                                                                                                                                    |
| 599303       | 23-Jan-2019 | 1,300.00  | DAVID COREY PHD PC                             | POST-OFFER EVALUATIONS - 4 EA - THRU 12/18/18 - VPD - RECEIPT 139609 BY A CARMAN PER E-MAIL                                                           |
| 599304       | 23-Jan-2019 | 215.00    | DGR HOME BUILD AND DESIGNS LLC                 | REF BUS LIC                                                                                                                                           |
| 599305       | 23-Jan-2019 | 298.58    | DKS ASSOCIATES                                 | ACCR18 - PROJ 16117-006 - 42ND & ST JAMES SIGNAL DESIGN - THRU 09/30/18 - TRANSPORTATION - RECEIPT 138008 BY A POWER PER E-MAIL                       |
| 599306       | 23-Jan-2019 | 151.33    | Doane, Julian William                          | BOOT REIMBURSEMENT                                                                                                                                    |
| 599307       | 23-Jan-2019 | 14,408.38 | DR HORTON                                      | PERMIT WITHDRAWN WON'T FIT ON LOT                                                                                                                     |
| 599308       | 23-Jan-2019 | 2,607.03  | EAGLE WEB PRESS                                | THE MESSENGER POSTAGE - 19FEB - MEDIA SERVICES                                                                                                        |
| 599309       | 23-Jan-2019 | 750.00    | EMS TECHNOLOGY                                 | PART IQ10092 - QTLY NARCOTICS TRACKING LICENSE - FIRE BY INFO TECH - RECEIPT 140006 BY J SCHOESSLER PER E-MAIL                                        |
| 599310       | 23-Jan-2019 | 10,868.63 | EPICENTER SERVICES LLC                         | 18OCT-18DEC - SOLID WASTE CONTRACTING PROJECT - MP ENG                                                                                                |
| 599311       | 23-Jan-2019 | 70.00     | ERIC ATWELL DBA ORCHARDS VETERINARY CLINIC LLC | ACCT 25150 - 12/18/18-12/21/18 - VETERINARY SERVICES (VACCINES) - CANINE OFFICER IVAR & DOC - VPD                                                     |
| 599312       | 23-Jan-2019 | 1,700.00  | EUROFINS EATON ANALYTICAL INC                  | SUMMARY: SAMPLE TESTING SERVICES - 18DEC - OP CENTER                                                                                                  |
| 599313       | 23-Jan-2019 | 34,766.13 | EVERGREEN HABITAT FOR HUMANITY                 | ACCR18 - PROJ 221107 - MCKIBBIN COMMONS HOMES - 18NOV - AFFORDABLE HOUSING FUND                                                                       |
| 599314       | 23-Jan-2019 | 700.00    | EVERGREEN RURAL WATER OF WA                    | 2019 ANNUAL SYSTEM MEMBERSHIP DUES - OPS CENTER                                                                                                       |
| 599315       | 23-Jan-2019 | 21,299.52 | FERGUSON ENTERPRISES INC                       | CUST 51216 ORDER 91463 OPERATING SUPPLIES - OPS                                                                                                       |
| 599316       | 23-Jan-2019 | 4,644.94  | FIRE SYSTEMS WEST                              | WO 326740 - CUST VANC - VARIOUS REPAIRS/INSPECTIONS - 12/13/18 - VPD/EVIDENCE - 2325 W MILL PLAIN - OP CENTER - RECEIPT 139742 BY P NEWTON PER E-MAIL |
| 599317       | 23-Jan-2019 | 40.69     | FRONTIER COMMUNICATIONS                        | ACCT 253-007-9377-072604-5 - 01/10/19-02/09/19 - FISHERS GROVE LIFT STATION                                                                           |
| 599318       | 23-Jan-2019 | 445.00    | GALLS LLC                                      | ACCT 1001096190 - FIRE UNIFORM - FIRE STA 81                                                                                                          |
| 599319       | 23-Jan-2019 | 1,441.53  | GENUINE PARTS COMPANY                          | SUMMARY: 18DEC - PARTS FOR VEHICLE/EQUIP REPAIRS - EQUIP SVCS                                                                                         |
| 599320       | 23-Jan-2019 | 4,583.37  | GREATER VANCOUVER CHAMBER OF                   | ACCR18 - PROJ 2017 CDBG 414743 - SMALL BUSINESS ASSISTANCE PROGRAM - 18DEC - CDBG FUNDING                                                             |
| 599321       | 23-Jan-2019 | 269.62    | HERRERA ENVIRONMENTAL CONSULTANTS              | ACCR18 - PROJ 15-06206-001 - EAST ORCHARDS UIC RETROFIT STUDY/DESIGN - THRU 12/31/18 - MP ENG                                                         |
| 599321       | 23-Jan-2019 | 2,184.19  | HERRERA ENVIRONMENTAL CONSULTANTS              | ACCR18 - PROJ 15-06206-002 - LID MAINTENANCE TOOLKIT - THRU 12/31/18 - MP ENG                                                                         |
| 599322       | 23-Jan-2019 | 102.00    | Herzog, Patrick Robert                         | CDL RENEWAL                                                                                                                                           |
| 599323       | 23-Jan-2019 | 4,583.37  | HISPANIC METROPOLITAN CHAMBER                  | ACCR18 -PROJ 414744 - SMALL BUSINESS ASSISTANCE PROGRAM - 18DEC - CDBG FUNDING                                                                        |
| 599324       | 23-Jan-2019 | 195.11    | Honrath, John Edward                           | BOOT REIMBURSEMENT                                                                                                                                    |
| 599325       | 23-Jan-2019 | 14,234.98 | IDEAL RENOVATIONS LLC                          | ACCR18 - AHF PROJECT - J CHRISTENSON - 7619 NE 54TH ST SP 38 - THRU 12/13/18 - CDBG FUNDING                                                           |
| 599326       | 23-Jan-2019 | 750.00    | INTERNATIONAL CODE COUNCIL                     | 2019 ICC MEMBERSHIP FOR CED STAFF 25 EA                                                                                                               |

## INVOICE PAYMENTS REPORT

| Check Number | Check Date  | Amount    | Vendor Name                       | Description                                                                                                                                                        |
|--------------|-------------|-----------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 599327       | 23-Jan-2019 | 315.12    | J2 BLUEPRINT SUPPLY CO            | ACCT CO19 - CONTRACT CN10233-01 - HP DESIGNJET T3500PS PLOTTER - SER CN84PCH00M - 12/01/18-12/31/18 - SOLID WASTE - RECEIPT 139539 & 139550 BY A POWERS PER E-MAIL |
| 599328       | 23-Jan-2019 | 1,225.00  | JACK LITMAN PH D                  | 12/24/18 - PSYCHOLOGICAL SERVICES - J JONES - CAUSE 223J1V - PUBLIC DEFENDER - CMO                                                                                 |
| 599329       | 23-Jan-2019 | 1,626.00  | JAMESTOWN NETWORKS                | ACCR18 - 1GB LGN ACCESS - 18DEC - INFO TECH - RECEIPT 140005 BY J SCHOESSLER PER E-MAIL                                                                            |
| 599330       | 23-Jan-2019 | 19,907.41 | JANUS YOUTH PROGRAMS              | SUMMARY: ACCR18-OAK CASE MGMT/NEST HOUSING SVCS-18NOV/DEC                                                                                                          |
| 599331       | 23-Jan-2019 | 2,090.00  | JENSEN HUGHES INC                 | PROJ 1CWC16004.002 - VANCOUVER FD PLAN REVIEW - THRU 11/23/18 - FIRE                                                                                               |
| 599332       | 23-Jan-2019 | 59.45     | JOSEPH MUSGRAVE                   | REF STAYS                                                                                                                                                          |
| 599333       | 23-Jan-2019 | 28.08     | KELLY SERVICES INC                | ACCR18 - MELVIN, DJ - ORDER A2620 - BACKGROUND CHECK - W/E 12/23/18 - INFO TECH - RECEIPT 139950 BY J SCHOESSLER PER E-MAIL                                        |
| 599333       | 23-Jan-2019 | 1,588.00  | KELLY SERVICES INC                | MELVIN, DJ - ORDER A2615 - W/E 01/13/19 - INFO TECH - RECEIPT 140011 BY J SCHOESSLER PER E-MAIL                                                                    |
| 599334       | 23-Jan-2019 | 2,533.00  | KILLER TRACKS                     | ACCT KT025752 - RENEWAL FOR CABLE/INTERNET BLANKET LICENSE - 01/01/19-12/31/19 - MEDIA SERVICES                                                                    |
| 599335       | 23-Jan-2019 | 118.90    | Kitterman, Jason Abel             | BOOT REIMBURSEMENT                                                                                                                                                 |
| 599336       | 23-Jan-2019 | 39,457.05 | KRONOS INCORPORATED               | SUMMARY: 2019 WORKFORCE LICENSES & PROJ PLANNING                                                                                                                   |
| 599337       | 23-Jan-2019 | 100.00    | LINGUISTICS GLOBAL ASSOCIATES     | 12/03/18 - SPANISH INTERPRETER SERVICES - RECYCLING 101 FOR KIDS - WREC                                                                                            |
| 599338       | 23-Jan-2019 | 250.36    | MCFARLANES BARK INC               | ACCT CIT009 - TRANSACTION 135704 - DEC18 - YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE                                                                     |
| 599339       | 23-Jan-2019 | 189.69    | Messner, Douglas E                | BOOT REIMBURSEMENT                                                                                                                                                 |
| 599340       | 23-Jan-2019 | 19,923.22 | METEREADERS LLC                   | 18DEC - MONTHLY METER READING SERVICES - UTILITIES - RECEIPT 139495 BY J JONES PER E-MAIL                                                                          |
| 599341       | 23-Jan-2019 | 31,810.15 | MISCELLANEOUS                     | SUMMARY: MISC CITY REFUNDS                                                                                                                                         |
|              |             |           |                                   |                                                                                                                                                                    |
| 599360       |             |           |                                   |                                                                                                                                                                    |
| 599361       | 23-Jan-2019 | 1,354.13  | MOTUS RECRUITING & STAFFING INTL  | NOTO KELLY - W/E 12/23/18 - PAYROLL WORK DAY PROJ                                                                                                                  |
| 599362       | 23-Jan-2019 | 711.32    | NEOPOST USA INC                   | ACCR18 - ACCT 400139-602 - EQUIPMENT RENTAL - SER 12602274 - 10/01/18-12/31/18 - MAILROOM/FMS                                                                      |
| 599363       | 23-Jan-2019 | 20.00     | NEW LIFE FRIENDS CHURCH/LORDS GYM | ACCR18 - REF ALARMS                                                                                                                                                |
| 599364       | 23-Jan-2019 | 11,913.51 | NORTHWEST STAFFING RESOURCES      | CITY WIDE TEMPORARY SERVICES - W/E 12/30/18                                                                                                                        |
| 599365       | 23-Jan-2019 | 5,854.29  | NW NATURAL                        | SUMMARY: ACCR18-GAS USAGE 18DEC-MULT LOCATIONS                                                                                                                     |
| 599366       | 23-Jan-2019 | 58,430.25 | ODYSSEY CONTRACTING LLC           | ACCR18-PETERSON CHANNEL PHASE III-EST 2-THRU 01/05/19                                                                                                              |
| 599367       | 23-Jan-2019 | 23,500.00 | PACIFIC TALENT INC                | 2019 ENTERTAINMENT - COLUMBIA TECH SUNDAY SOUNDS CONCERT SERIES - 6 EA - PARKS                                                                                     |
| 599368       | 23-Jan-2019 | 2,723.94  | PAPE MACHINERY                    | CUST 101272 - 18DEC - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES                                                                                                    |
| 599369       | 23-Jan-2019 | 167.54    | Peterson, Daren R                 | BOOT REIMBURSEMENT                                                                                                                                                 |
| 599370       | 23-Jan-2019 | 430.00    | PETTY CASH CUSTODIAN              | 107DRUG FUND REIMBURSEMENT                                                                                                                                         |

## INVOICE PAYMENTS REPORT

| <u>Check Number</u> | <u>Check Date</u> | <u>Amount</u> | <u>Vendor Name</u>          | <u>Description</u>                                                                                                                                      |
|---------------------|-------------------|---------------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 599371              | 23-Jan-2019       | 93.16         | PPC SOLUTIONS INC           | ACCR18 - CUST 2409 - SECURITY SERVICES - PATROL/SPECIAL EVENTS - FIRSTENBURG COMM CENTER - 12/02/18-12/08/18 - RECEIPT 139954 BY C VOGELZANG PER E-MAIL |
| 599371              | 23-Jan-2019       | 232.90        | PPC SOLUTIONS INC           | ACCR18 - CUST 2409 - SECURITY SERVICES - PATROL/SPECIAL EVENTS - LUEPKE CENTER - 12/02/18-12/08/18 - RECEIPT 139954 BY C VOGELZANG PER E-MAIL           |
| 599372              | 23-Jan-2019       | 226.07        | PRAXAIR DISTRIBUTION INC    | CUST 73769060 - CO2 LIQUID BULK TANK 460# - THRU 12/27/18 - PARKS & REC FIRSTENBURG POOL                                                                |
| 599373              | 23-Jan-2019       | 200.00        | PROFESSIONAL CREDIT SERVICE | ACCR18 - REF ALARMS                                                                                                                                     |
| 599374              | 23-Jan-2019       | 2,000.00      | PUBLIC SAFETY TESTING INC   | 2018 QTR 4 SUBSCRIPTION FEES - VPD/FIRE - HR - RECEIPT 139863 BY A BAFUS PER E-MAIL                                                                     |
| 599375              | 23-Jan-2019       | 10,389.17     | QWEST CORP DBA CENTURY LINK | CITYWIDE PHONE LINES                                                                                                                                    |
| 599376              | 23-Jan-2019       | 2,632.50      | RESCARE WORKFORCE SERVICES  | ACCR18 - REF BUS LIC                                                                                                                                    |
| 599377              | 23-Jan-2019       | 835.00        | RICK WILLIAMS CONSULTING    | 18DEC - PARKING POLICY CONSULTING - CED                                                                                                                 |
| 599378              | 23-Jan-2019       | 2,584.00      | ROBERT HALF INTERNATIONAL   | CUST 03660-000152000 - RUTLEDGE JANET - W/E 12/21/18 - HR                                                                                               |
| 599379              | 23-Jan-2019       | 896.00        | ROTSCHY INC                 | ASPHALT IN, VAC TRUCK DUMP, FILL CLASS S                                                                                                                |
| 599380              | 23-Jan-2019       | 205.92        | S&B INC                     | ACCR18 - ORDER 24989 ALUM DOOR ROD KIT - OPS CENTER                                                                                                     |
| 599381              | 23-Jan-2019       | 975.60        | SAFEFIRE LLC                | TRAINING - 12 HOURS - SHOOTING RANGE - VPD                                                                                                              |
| 599382              | 23-Jan-2019       | 8,201.88      | SECOND STEP HOUSING         | SUMMARY: ACCR18 - PROJ - HOUSING/RENT-18DEC-CDBG FUNDING                                                                                                |
| 599383              | 23-Jan-2019       | 5,843.87      | SHARE INC                   | SUMMARY: ACCR18 - SHARE OUTREACH - 18NOV/DEC - CDBG FUNDING                                                                                             |
| 599384              | 23-Jan-2019       | 168,241.37    | SHARE INC                   | SUMMARY: ACCR18 - RENT/HOUSING/HUNGER RESPONSE-NOV/DEC18                                                                                                |
| 599385              | 23-Jan-2019       | 3,558.66      | SHRUMS PEST CONTROL         | ACCR18 - 19DEC - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER                                                                    |
| 599386              | 23-Jan-2019       | 433.90        | STATE OF WASHINGTON         | ACCR18 10% OF NET PROCEEDS OF FORFEITED PROPERTY OR VEHICLES IN 2018 UNDER RCW 10.105.010(7)                                                            |
| 599387              | 23-Jan-2019       | 6,552.00      | STATE OF WASHINGTON         | ACCR18 DYED DIESEL FUEL USER TAX RETURN ~ Q4-18                                                                                                         |
| 599388              | 23-Jan-2019       | 14,478.43     | STATE OF WASHINGTON         | ACCR18 10% OF NET PROCEEDS OF FORFEITED PROPERTY OR VEHICLES IN 2018 UNDER RCW 69.50.505(B)(C) AND (9)(A)                                               |
| 599389              | 23-Jan-2019       | 60,000.00     | STATE OF WASHINGTON         | PENALTY DCKT #16163 - 09/30/17 WASTE WATER DISCHARGE PENALTY                                                                                            |
| 599390              | 23-Jan-2019       | 225.00        | Swift, David J              | BOOT REIMBURSEMENT                                                                                                                                      |
| 599391              | 23-Jan-2019       | 1,000.00      | TALX UCM SERVICES INC       | CUST VG4900 - QUARTERLY UNEMPLOYMENT COMP SERVICES - 2019 QTR 1 - HR                                                                                    |
| 599392              | 23-Jan-2019       | 2,496.00      | TEKSYSTEMS                  | BAKER MICHAEL - W/E 01/05/19 - INFO TECH - RECEIPT 139921 BY J SCHOESSLER PER E-MAIL                                                                    |
| 599392              | 23-Jan-2019       | 1,890.00      | TEKSYSTEMS                  | BENSON ROBERT - W/E 01/05/19 - INFO TECH - RECEIPT 139920 BY J SCHOESSLER PER E-MAIL                                                                    |
| 599393              | 23-Jan-2019       | 1,930.68      | THE SALVATION ARMY          | ACCR18 - PROJ 414847 - MOVING FORWARD TOGETHER - 18DEC - CDBG FUNDING                                                                                   |
| 599393              | 23-Jan-2019       | 7,243.61      | THE SALVATION ARMY          | ACCR18 - PROJ 601808 - MOVING FORWARD TOGETHER - 18DEC - HOME FUNDING                                                                                   |

## INVOICE PAYMENTS REPORT

| <u>Check Number</u> | <u>Check Date</u> | <u>Amount</u> | <u>Vendor Name</u>                                    | <u>Description</u>                                                                                       |
|---------------------|-------------------|---------------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 599394              | 23-Jan-2019       | 400.00        | TIMOTHY DIETZ DBA BEHAVIORAL WELLNESS RESOURCES       | 06/11/18-06/13/18 & 12/21/18 - PEER TEAM TRAINING & MEETING - FIRE                                       |
| 599395              | 23-Jan-2019       | 20.00         | TONI DORENDA                                          | ACCR18 - REF ALARMS                                                                                      |
| 599396              | 23-Jan-2019       | 108.40        | TOWING & RECOVERY SERVICES INC                        | TOWING - '95 FORD MUSTANG - LIC BCS1862 WA - FROM 4612 NE 122ND AVE TO EAST PRECINCT - VPD               |
| 599397              | 23-Jan-2019       | 243.90        | TOWING & RECOVERY SERVICES INC                        | TOWING/WINCHING - '00 CHEVY SILVERADO - LIC 792-GJA OR - FROM 2600 NE 178TH AVE TO EAST PRECINCT - VPD   |
| 599398              | 23-Jan-2019       | 426.55        | TRIPLE J ENTERPRISES                                  | SUMMARY: LOCKOUTS/TOWING - CASE NOT SPECIFIED - VPD                                                      |
| 599399              | 23-Jan-2019       | 39.26         | Tubberville, Monica Marie                             | ACCR18 - 2018 MILEAGE                                                                                    |
| 599400              | 23-Jan-2019       | 30.42         | UNITED PARCEL SERVICE                                 | 19JAN - SHIPPER #8E9480 - 1/12/19 SHIPPING CHARGES - MAIL ROOM                                           |
| 599401              | 23-Jan-2019       | 52.89         | UNITED PARCEL SERVICE                                 | 19JAN - SHIPPER #856018 - SERVICE CHARGE - OPS CENTER                                                    |
| 599402              | 23-Jan-2019       | 75.00         | UPTOWN VILLAGE ASSN                                   | 2019 ANNUAL MEMBERSHIP - CMO                                                                             |
| 599403              | 23-Jan-2019       | 70.00         | VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS      | ACCR18 - ROUTE 1-3 0 - DEODORIZING SERVICE - THRU 12/25/18 - FCC - RECEIPT 139936 BY P NEWTON PER E-MAIL |
| 599404              | 23-Jan-2019       | 46.00         | VANCOUVER FARMERS MARKET                              | REF CIVICGOV                                                                                             |
| 599405              | 23-Jan-2019       | 20.00         | WALGREENS #9380                                       | REF ALARMS                                                                                               |
| 599406              | 23-Jan-2019       | 3,187.00      | WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION | ACCT 20605-001 - TRAINING-BLEA CLASS 780 - C LARSON - 12/06/18-04/17/19 - VPD                            |
| 599406              | 23-Jan-2019       | 50.00         | WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION | ACCT 20605-001 - TRAINING-PATROL TACTICS INSTRUCTOR - R E RICH - 11/26/18-12/07/18 - VPD                 |
| 599407              | 23-Jan-2019       | 9,040.06      | WASTE CONNECTIONS INC                                 | ACCR18 - 18DEC MONTHLY GARBAGE SERVICES FOR MULTIPLE CITY ACCOUNTS - SOLID WASTE                         |
| 599408              | 23-Jan-2019       | 9,598.05      | WICKUM WELD INC                                       | SO 6351 - CUSTOM HOSE STORAGE & TOPSIDE FIRE BOXES PER SPEC                                              |
| 599409              | 23-Jan-2019       | 1,373.28      | UNITED WAY OF THE COLUMBIA WILLAMETTE                 | PAYROLL                                                                                                  |
| 599410              | 23-Jan-2019       | 3,612.00      | CHAPTER 13 - TRUSTEE                                  | PAYROLL                                                                                                  |
| 599411              | 23-Jan-2019       | 8,236.02      | LIFE INSURANCE CO OF NORTH AMERICA                    | PAYROLL                                                                                                  |
| 599412              | 23-Jan-2019       | 8,979.38      | AMERICAN FAMILY LIFE ASSURANCE                        | PAYROLL                                                                                                  |
| 599413              | 23-Jan-2019       | 795.24        | IAM LOCAL #1374                                       | PAYROLL                                                                                                  |
| 599414              | 23-Jan-2019       | 19,184.74     | IAFF LOCAL #452                                       | PAYROLL                                                                                                  |
| 599415              | 23-Jan-2019       | 12,583.34     | VANCOUVER POLICE OFFICER GUILD                        | PAYROLL                                                                                                  |
| 599416              | 23-Jan-2019       | 5,589.34      | AFSCME LOCAL #307                                     | PAYROLL                                                                                                  |
| 599417              | 23-Jan-2019       | 1,001.49      | WESTERN METAL IND PENSION FUND                        | PAYROLL                                                                                                  |
| 599418              | 23-Jan-2019       | 5,619.59      | OPEIU LOCAL #11                                       | PAYROLL                                                                                                  |
| 599419              | 23-Jan-2019       | 2,367.60      | WESTERN CONFERENCE OF TEAMSTERS                       | PAYROLL                                                                                                  |
| 599420              | 23-Jan-2019       | 550.00        | MFS SERVICE CENTER INC                                | PAYROLL                                                                                                  |
| 599421              | 23-Jan-2019       | 608.00        | TEAMSTERS LOCAL #58                                   | PAYROLL                                                                                                  |
| 599422              | 23-Jan-2019       | 332.50        | UA LOCAL #290                                         | PAYROLL                                                                                                  |
| 599423              | 23-Jan-2019       | 72.36         | LEGAL SHIELD                                          | PAYROLL                                                                                                  |
| 20001463            | 22-Jan-2019       | 246,920.17    | CITY OF VANCOUVER                                     | SUMMARY: HANSEN CITY PAYMENTS                                                                            |
| I                   | I                 |               |                                                       |                                                                                                          |
| 20001464            | 28-Jan-2019       |               |                                                       |                                                                                                          |

## INVOICE PAYMENTS REPORT

| <u>Check Number</u> | <u>Check Date</u> | <u>Amount</u>       | <u>Vendor Name</u> | <u>Description</u>                                            |
|---------------------|-------------------|---------------------|--------------------|---------------------------------------------------------------|
|                     |                   |                     |                    |                                                               |
|                     | <b>SUBTOTAL</b>   | <b>3,420,866.56</b> |                    |                                                               |
|                     |                   |                     |                    |                                                               |
| VISA                | 29-Jan-19         | 1,343.37            | MISCELLANEOUS      | PARKS CLASS REFUNDS - FCC 1-22-2019 thru 1-28-19              |
| VISA                | 29-Jan-19         | 652.00              | MISCELLANEOUS      | PARKS CLASS REFUNDS - MCC 1-22-2019 thru 1-28-19              |
|                     |                   |                     |                    | PARKS CLASS REFUNDS - SPECIAL EVENTS - 1-22-2019 thru 1-28-19 |
| VISA                | 29-Jan-19         | -                   | MISCELLANEOUS      |                                                               |
| VISA                | 29-Jan-19         | 191.90              | MISCELLANEOUS      | PARKS CLASS REFUNDS - WREC 1-22-2019 thru 1-28-19             |
|                     |                   |                     |                    |                                                               |
|                     | <b>SUBTOTAL</b>   | <b>2,187.27</b>     |                    |                                                               |
|                     |                   |                     |                    |                                                               |
|                     | <b>TOTAL</b>      | <b>3,423,053.83</b> |                    |                                                               |
|                     |                   |                     |                    |                                                               |
|                     |                   |                     |                    |                                                               |

**EXCEPTIONS:** The following wires were missed on the previous report due to backdating to the actual wire date.

| <u>Check Number</u> | <u>Actual Wire Date</u> | <u>Amount</u> | <u>Date Entered</u> / <u>Vendor Name</u> | <u>Description</u>                                    |
|---------------------|-------------------------|---------------|------------------------------------------|-------------------------------------------------------|
| 120185              | 17-Jan-19               | 9,374.83      | 23-Jan-2019 ACTIVE NETWORK               | ***WIRE*** ACTIVENET FEES - 1/1/19-1/15/19 - TREASURY |
| 120188              | 2-Jan-19                | 57,466.04     | 25-Jan-2019 ACTIVE NETWORK               | ***WIRE*** ACCR18 - MERCHANT SVCS FEES - TREASURY     |

**City of Vancouver  
Payroll Council Report  
January 22, 2019 - January 28, 2019**

[illegible]

**\$ 2,806,632.01**



**Staff Report 011-19**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 2/4/2019

**SUBJECT** Academy Development Agreement Extension

**Key Points**

- The Academy property is owned by The Historic Trust, which formed an LLC to manage and develop the property (Providence Academy LLC).
- In 2016, The Trust entered into a development agreement with the City to allow existing unimproved parking to remain while redevelopment of the site is completed.
- The Historic Trust has made progress towards upgrading or removing the unimproved parking including the recent sale of the western 2.2 acres of the campus to a developer and approval of the 2.2 acres for a mixed-use project, Aegis Development.
- The 2016 development agreement expired December 31, 2018, and the applicant desires to extend the expiration date of the agreement for six years to 2024. The applicant requests this additional time to plan for and develop the northwestern portion of the property.

**Strategic Plan Alignment**

N/A

**Present Situation**

The Academy property contains a large area of unimproved (gravel) surface that has been used for parking for a number of years. In order to promote improvement of unimproved parking lots in the downtown, the City's land use code (VMC 20.630) contains a requirement to bring such substandard parking lots up to current city standards no later than December 31, 2015, or be discontinued for parking. Current city standards include paving, striping, curbs or wheel stops, storm water management facilities, lighting, and landscaping with irrigation.

In 2016, the applicant entered into a development agreement to allow the unimproved parking to remain until the property can be redeveloped. The development agreement expired December 31, 2018. The applicant has made progress on upgrading the parking to comply with the development agreement. The Aegis development was recently approved that will occupy 2.2 acres along C Street. The development will remove unimproved parking from the Academy

campus and replace with new buildings and paved surface parking that complies with current code. Construction is anticipated to commence next year. In addition to Aegis, another phase of development is planned for the northeastern area of the campus. The Historic Trust desires additional time to allow the unimproved parking to remain while the planning and redevelopment of the site can take place. The northeastern area contains historic structures including the smoke stack and the laundry/boiler building and the Historic Trust desires to have adequate time to investigate the feasibility of retaining these structures.

**Advantage(s)**

1. The extension allows time for future redevelopment plans to be carefully considered, finalized and then marketed to prospective tenants prior to construction.
2. The extension will allow time for the necessary funding for improvements to be secured by the Owner.
3. The extension will prevent the loss of approximately parking spaces used by downtown employees and customers during the six-year period.

**Disadvantage(s)**

The unimproved parking lot will remain in a substandard condition until development is completed.

**Budget Impact**

None

**Prior Council Review**

January 28, 2019 - Ordinance amended

**Action Requested**

On Monday, February 4, 2019, subject to second reading and public hearing, approve ordinance.

*Keith Jones, Senior Planner, 487-7887; Brent Boger, Assistant City Attorney, 487-8500*

**ATTACHMENTS:**

- ▣ Ordinance
- ▣ Exhibit A - DA Extension
- ▣ 2016 Development Agreement

01/07/19  
01/28/19  
02/04/19

ORDINANCE NO. M\_\_\_\_\_

AN ORDINANCE approving an extension of a development agreement between the City of Vancouver and Providence Academy, LLC and Academy Development, LLC related to the Academy Property and providing for an effective date.

WHEREAS, the historic Academy site located at 400 W. Evergreen in Vancouver was purchased by Providence Academy, LLC and Academy Development, LLC (“Developer”) in 2015 for the preservation, education and redevelopment of the site which is on the National Register of Historic Places; and

WHEREAS, the site will require additional significant master planning efforts over the next approximately six years to support site redevelopment and renovation of the historic structures; and

WHEREAS, in conjunction with the purchase of the subject property, Developer requires an additional period of time sufficient to refine, evaluate and implement redevelopment options that pertain to the real property surrounding the Academy buildings. It is anticipated that this extended process will span an approximately six (6) year time period; and

WHEREAS, during this six (6) year time period, master planning can occur with the expectation that such planning will support long-term investment in the subject property in the range of 50 – 70 million dollars, and, redevelopment efforts on the subject property will be enhanced by the terms of this Development Agreement by enabling parking to continue in the

ORDINANCE - 1

existing graveled parking areas on-site for the term of this agreement; and

WHEREAS, it is anticipated that the current parking area may be used for additional structures which would likely require removal of any required parking improvements; and

WHEREAS, Council concludes that the it is in the public interest to extend the deadline provided for under VMC 20.630.060(G) requiring paving of surface parking for six years due to the unique circumstances of the Academy site; and

WHEREAS, Council pursuant to authority granted to it under RCW 36.70B.170 determines that approval of the Development Agreement attached hereto as Exhibit “A” is in the best interests of the City of Vancouver and accordingly approves such agreement.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

**Section 1.**     Findings and Conclusions. The City Council adopts the staff report \_\_\_\_\_ and the foregoing recitals.

**Section 2.**     Comprehensive Plan and Zoning Code Map Designation Amendments.  
The Development Agreement attached hereto as Exhibit “A” is approved.

**Section 3.**     Extension of Deadline Provided for in VMC 20.630.060(G). The deadline provided for in VMC 20.630.060(G) is extended to December 31, 2024 for the property subject to the Development Agreement attached hereto as Exhibit “A”.

**Section 4.**     Effective Date. This ordinance shall go into effect 5 days after adoption

**Section 5.**     Instruction to City Clerk. The City Clerk shall have this Development Agreement recorded with the County Auditor.

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

Attest:

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

Approved as to form:

\_\_\_\_\_  
E. Bronson Potter, City Attorney

ORDINANCE - 3

## SUMMARY

ORDINANCE NO. M\_\_\_\_\_

AN ORDINANCE approving the extension of a development agreement between the City of Vancouver and Providence Academy, LLC and Academy Development, LLC related to the Academy Property 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](http://www.cityofvancouver.us) (Go to City Government and Public Records).



## DEVELOPMENT AGREEMENT EXTENSION

THIS DEVELOPMENT AGREEMENT EXTENSION (the "Extension") is entered into this \_\_\_\_ day of January, 2019 ("Effective Date"), by and between Providence Academy LLC and Academy Development LLC, both limited liability companies of the State of Washington (collectively, the "Developer"), East Evergreen Apartments, LLC, a limited liability company of the State of Washington ("Evergreen"), and the City of Vancouver, a municipality of the State of Washington (the "City") (collectively, the "Parties").

### RECITALS

A. On January 4, 2016, the Parties entered into a Development Agreement (the "Development Agreement"), recorded under Clark County Auditor No. 5498148, regarding surface parking lot requirements for redevelopment of certain property owned at that time by Developer (the "Subject Properties") which consisted of five parcels.

B. The Development Agreement provides that any municipal code provisions or ordinances that would prohibit graveled or surface parking lots on the Subject Properties, including but not limited to the requirements set forth under VMC 20.630.060, shall not apply to the Subject Properties for a period of three (3) years. It was anticipated that Developer would need approximately three (3) years to refine, evaluate, and implement redevelopment options for the Subject Properties.

C. Developer has since sold to Evergreen three parcels (Parcels II, III, and IV) of the original five Subject Properties, specifically Parcel Nos. 39224000, 986035622, and 986035621 (the "Evergreen Properties"), and those parcels are proceeding with development consistent with municipal code. Developer has sold to Evergreen an option to purchase another parcel (Parcel V) of the Subject Properties, specifically Parcel No 39220001. Developer has started improvements to the Providence Academy Building on the last parcel (Parcel I) of the Subject Properties, specifically Parcel No 39220000.

D. Given Developer and Evergreen's significant redevelopment progress and ongoing efforts to redevelop the Subject Properties, the City agrees to extend the terms of the Development Agreement for an additional six (6) years.

### AGREEMENT

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by this reference.

2. **Extension.**

a. The terms and conditions of the Development Agreement shall be extended and shall continue to be effective for the Subject Properties for an additional six (6) years, with an expiration date of December 31, 2024.

3. **Counterparts.** This Extension may be executed in counterparts. All signature pages will be recorded together, and the complete recorded Extension shall constitute the final instrument.

4. **Authorization.** The persons executing this Extension on behalf of the City are authorized to do so and, upon execution by such parties, this Extension will be a valid and binding obligation to the terms contained herein. The Parties have each obtained any and all consents required to enter into this Extension.

5. **Runs With the Land.** This Extension will run with the land and be binding on the Parties' successors and assigns, and may be recorded with the Clark County Auditor.

6. **Term.** This Extension will expire six (6) years from December 31, 2018, unless earlier extended or terminated by the Parties by mutual written consent.

7. **Approval.** The City has approved execution of this Extension by public hearing.

8. **Severability.** If any term, provision, or covenant of this Extension is held by a court of competent jurisdiction to be invalid or void, the remainder of this Extension shall continue to be in full force and effect.

9. **Amendments.** This Extension may be amended only by mutual written agreement of the Parties.

10. **Successors and Assigns.** This Extension shall be binding upon and benefit the Parties' successors and assigns.

11. **Entire Agreement; Consistency with Development Agreement.** This Extension constitutes the entire agreement between the Parties as to the subject matter contained herein, and merges and supersedes the Development Agreement with respect to that subject matter contained herein, specifically the expiration of the Development Agreement's terms and conditions.

12. **Notices.** The Parties shall continue to provide notice in accordance with the Development Agreement. Evergreen shall receive notice as follows:

|                   |                                                                                                                                                                                      |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Evergreen:</b> | East Evergreen Apartments, LLC<br>c/o Marathon Acquisition and Development, Inc.<br>30050 SW Town Center Loop West, Suite 200<br>Wilsonville, Oregon 97070<br>Attention: Aaron Wigod |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Signatures appear on the following pages.

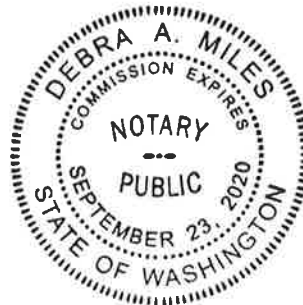
Providence Academy LLC  
Academy Development LLC

By: Stacey A. Graham 11/2/19  
Its: THE BOARD CHAIR Date

STATE OF Washington )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that Stacey A. Graham is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Chairman (title) of The Historic Trust (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Debra A. Miles  
NOTARY PUBLIC FOR Washington  
My Appointment Expires: September 23, 2020



East Evergreen Apartments, LLC

By: [Signature]  
Its: Manager

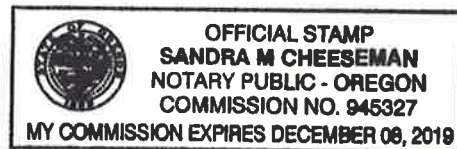
1/3/19  
Date

STATE OF Oregon )  
 ) ss.  
County of Clackamas )

I certify that I know or have satisfactory evidence that Robert G Johnson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager (title) of East Evergreen Apartments LLC (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

[Signature]  
NOTARY PUBLIC FOR State of Oregon

My Appointment Expires: Dec 8 2019



By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_)

) ss.

County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (title) of \_\_\_\_\_

(company) to be the free and

NOTARY PUBLIC FOR \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Its: City Attorney

**5498148 AGR**

Total Pages: 20 Rec Fee: \$93.00

eRecorded in Clark County, WA 03/26/2018 02:28 PM

FIDELITY TITLE VANCOUVER-TITLE ONLY

SIMPLIFILE LC E-RECORDING

**AFTER RECORDING RETURN TO:**

**Jordan Ramis PC**

**Attn: Kristin French**

**1499 S.E. Tech Center Place, Suite 380**

**Vancouver, WA 98683**

FIDELITY 612842192

*This space provided for recorder's use.*

**INSTRUMENT TITLE:** DEVELOPMENT AGREEMENT

**GRANTOR(S):** PROVIDENCE ACADEMY, LLC, a Washington limited liability company; ACADEMY DEVELOPMENT, LLC, a Washington limited liability company; City of Vancouver, Washington; Public

**GRANTEE:** PROVIDENCE ACADEMY, LLC, a Washington limited liability company; ACADEMY DEVELOPMENT, LLC, a Washington limited liability company City of Vancouver, Washington; Public

**ABBREVIATED LEGAL DESC:** East Vancouver Blks 40, 41 #1 Blk 42, 48 & 49; East Vancouver #2 Blks 48, 49; East Vancouver #2 Blk 42; East Vancouver #3 Blk 48; East Vancouver Blk 47

**FULL LEGAL DESC:** See Exhibit B To This Document

**ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):**  
**Parcel 39220000; Parcel 39220001; Parcel 39224000; Parcel 986035621; Parcel 986035622**

**REFERENCE NUMBER OF RELATED DOCUMENTS:**

*This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.*

**Page 1 - DEVELOPMENT AGREEMENT**

*Accommodation*  
Fidelity National Title of Oregon

## DEVELOPMENT AGREEMENT

Effective Date: Jan. 4, 2016

### PARTIES

This Development Agreement ("Agreement") is entered into on the Effective Date above-referenced, between Providence Academy LLC and Academy Development LLC (collectively "Developer") and the City of Vancouver, a State of Washington municipality ("City"), with respect the real property identified herein as "subject property."

Developer and City are collectively referred to as the Parties.

### RECITALS

The Developer recently purchased the subject property from the Hidden Family for the preservation, education and redevelopment of the site which is on the National Register of Historic Places. The Developer has owned the subject property for less than one (1) year. Prior to Developer's acquisition, the subject property was held by the Hidden Family for approximately 46 years. The site was underutilized, and will require significant master planning efforts over the next three (3) years to support site redevelopment and renovation of the historic structures.

The Developer focuses on management and renovation of historically significant buildings and grounds, and acquired the subject property to utilize the Academy buildings for purposes associated with the goals and objectives of the Fort Vancouver National Trust.

In conjunction with the purchase of the subject property, the Developer requires a period of time sufficient to refine, evaluate and implement redevelopment options that pertain to the real property surrounding the Academy buildings. It is anticipated that this process will span an approximate three (3) year time period.

During this three (3) year time period, redevelopment efforts on the subject property will be enhanced by the terms of this Development Agreement. By enabling parking to continue in the existing graveled parking areas on-site for the term of this agreement, master planning can occur with the expectation that such planning will support long-term investment in the subject property in the range of 50 – 70 million dollars.

## **SUBJECT PROPERTY**

This Agreement pertains to the following identified subject property. See full legal descriptions attached hereto as Exhibit B and incorporated by reference:

**Parcel 39220000** – Providence Academy LLC - 400 E. Evergreen Blvd Unit 1, Vancouver, WA 98660; East Vancouver Blks 40, 41 #1 Blk 42, 48 & 49 (approx. 3.58 acres)

**Parcel 39220001** – Academy Development LLC – 400 E. Evergreen Blvd, Vancouver, WA 98660; East Vancouver #2 Blks 48, 49 (approx. 1.20 acres)

**Parcel 39224000** – Academy Development LLC – 312 E. Evergreen Blvd, Vancouver, WA 98660; East Vancouver #2 Blk 42 (approx. .44 acre)

**Parcel 986035621** – Academy Development LLC – East Vancouver #3 Blk 48 (approx. 60 acre)

**Parcel 986035622** – Academy Development LLC – East Vancouver Blk 47 (approx. 1.16 acres)

(all parcels collectively “Subject Property”).

## **PURPOSE**

The Developer currently owns the subject property. The purpose of this Agreement is to formalize terms regarding surface parking lot requirements on the redevelopment site consisting of the subject property located within the City of Vancouver, Washington, identified above as the subject property, and to set forth the specific terms and conditions that shall apply with respect to the development of the subject property’s surface parking lots for a three (3) year term beginning on the date of execution of this Agreement.

## **TERMS**

The City anticipates that an ordinance (“Subject Ordinance”) scheduled to become effective on January 1, 2016 will generally function to prohibit the development operation, and maintenance of graveled surface parking lots. The Parties agree that for a period of three (3) years from the date of execution of this Agreement, the Subject Ordinance, and any existing ordinance(s) or other provisions that would prohibit the use of graveled surface and surface parking lots, including but not limited to requirements set forth under VMC 20.630.060, shall not apply to the Subject Property. During this three (3) year term, development applications for the subject property that incorporate existing graveled surface parking lots shall be reviewed subject to the provision that all existing graveled surface and surface parking lots are authorized as existing nonconforming

Page 3 - DEVELOPMENT AGREEMENT

improvements and shall not be subject to current surface parking standards during the effective term of this Agreement.

If, at the end of the three-year term of this Agreement, the parking has not been improved to current city standards, the use of the unimproved areas for parking must be discontinued.

The subject property is currently in the process of redevelopment, with the following assurances made by the Developer to the City in consideration of the subject Agreement:

#### **1. Details Regarding Future Construction**

A sale of the property is contemplated, with proposed development scenarios and related details set forth in Exhibit A, attached hereto and incorporated by reference. Numbered scenarios illustrate tentative details regarding the scale of development and proposed uses. Scenario 1 provides for development of a Senior Living Campus; Scenario 2 provides for a Multi-Family Apartments and Class 'A' Office Space; Scenario 3 provides for Hospitality and Meeting, Independent Senior Housing and a Medical Office. Prior to submitting any application for site plan approval, all development proposals shall be reviewed by the City Center Redevelopment Authority ("CCRA") for consistency with the goals of the Vancouver City Center Vision (VCCV) plan and Downtown Design Guidelines, and its recommendation shall be made to the Planning Official.

#### **2. Conditions of Agreement**

The dates for submitting applications will depend upon the purchase and sale, and purchaser's timelines. However, a condition of this Agreement is that Pre-Application documentation shall be submitted no less than six (6) months prior to the expiration of this Agreement's three (3) year term. A second condition of this Agreement is that applications for development subject to this Agreement shall be submitted prior to the expiration of this Agreement's three (3) year term.

Existing graveled surface parking lots permitted or maintained in conjunction with applications submitted prior to the expiration of this Agreement's three (3) year term shall be considered existing nonconforming improvements for the term of this Agreement.

#### **3. Indemnification**

City, and all officers and employees of City will not be responsible in any manner for any injury, loss or damage that may result from Developer's operation of the parking lot, including

Page 4 - DEVELOPMENT AGREEMENT

but limited to injury or death of any persons, either workers or the public; or for damage to the public for any cause which might have been prevented by the Developer, or to the workers, or anyone employed by the Developer.

The Developer shall be responsible for any liability imposed by law for injuries to, or the death of, any persons or damages to property resulting from any cause whatsoever.

Subject to the limitations in this section, the Developer shall indemnify, defend, and save harmless the City and all officers and employees of the City from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from the operation of the parking lot caused in whole or in part by any act or omission by the Developer or the agents, independent contractors or employees of the Developer. Provided further that any injuries, death, or damages related to the operation of the parking lot caused by third parties shall not be the responsibility of the City and this indemnification applies in such cases. This indemnification shall not apply to damages, injuries, or death caused solely by negligence of City.

#### **MISCELLANEOUS PROVISIONS**

##### **4. Recitals.**

Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

##### **5. Counterparts.**

This Agreement may be executed in counterparts; however if recorded, all signature pages will be recorded together, and the complete Agreement will constitute the final instrument.

##### **6. Effective Date.**

This Agreement is effective upon the effective date designed within this Agreement.

##### **7. Authorization.**

The persons executing this Agreement on behalf of City are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**8. Run with the Land.**

This Agreement will run with the land and be binding on the Parties' successors and assigns, and may be recorded with the Clark County Auditor.

**9. Term.**

The Term of this Agreement will expire three (3) years from the date of execution of this Agreement, unless earlier extended by the Parties.

**10. Approval.**

The City of Vancouver has approved execution of this Agreement through required review and approval processes..

**11. Dispute Resolution.**

Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring.

**12. Venue.**

This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

**13. Performance.**

Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

**14. Severability.**

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall continue to be in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

**15. Inconsistencies.**

If any provisions of the Vancouver Municipal Code and City land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail,.

**16. Amendments.**

Page 6 - DEVELOPMENT AGREEMENT

This Agreement may only be amended by mutual written agreement of the Parties.

**17. Survival.**

Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

**18. Benefit to Third Parties.**

The Developer and Developer's successors and assigns are benefitted by and entitled to enforce the terms of this Agreement.

**19. Entire Agreement.**

This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates any Prior Development Agreements pertaining to the specific subject matter addressed in this Agreement..

**20. Notice.**

Formal notices, demands and communications between Parties shall be sufficiently given if and shall not be deemed given unless dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of the recipient Party as follows:

All notices, requests, demands, consents, approvals, declarations and other communications required by this Agreement shall be in writing, shall be in English and shall be deemed delivered: (a) if given by facsimile or electronic transmission when transmitted and the appropriate telephonic or electronic confirmation received (b) if given by first-class air mail (certified and return-receipt requested), when delivered, or (c) if given by an internationally recognized overnight courier, when received or personally delivered, in each case, with all charges prepaid and addressed as follows, or to such other address as any party shall specify in a notice delivered to all other parties in accordance with this Notice Section:

- (i) If to City:

City Manager  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

Page 7 - DEVELOPMENT AGREEMENT

With a copy to: (which alone shall not constitute notice)  
City Attorney  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

(ii) If to Developer:

Providence Academy, LLC  
c/o Michael True  
750 Anderson Street  
Vancouver, WA 98661

Academy Development, LLC  
c/o Michael True  
750 Anderson Street  
Vancouver, WA 98661

**21. Time is of the Essence.**

Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

**22. Non-waiver.**

Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

**23. Headings, Table of Contents.**

The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**24. Interpretation of Agreement; Status of Parties.**

Page 8 - DEVELOPMENT AGREEMENT

This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

**25. Future Assurances.**

Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

**Page 9 - DEVELOPMENT AGREEMENT**

Providence Academy LLC  
Academy Development LLC

[Signature]  
By: MICHAEL TRIST  
Its: MEMBER

01/13/16  
Date

State of Washington )  
                                  ) ss.  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that Mike Trist is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the MEMBER, of MEMBER LLC'S to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/13/16, 2016.



[Signature]  
Signature

Jennifer J. Brown  
Notary Public for the State of Washington  
Residing at: Providence WA  
My appointment expires 12-17-18

Page 10 - DEVELOPMENT AGREEMENT

City of Vancouver, a municipal corporation



By:  
Its: City Manager

1.5.16  
Date

State of Washington )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that Eric J. Hermig the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the City Manager, of Vancouver WA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

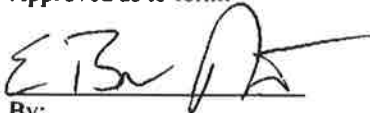
Dated: January 5, 2016.



  
Signature

Jennifer J. Brown  
Notary Public for the State of Washington  
Residing in: Vancouver WA  
My appointment expires 12 17 18

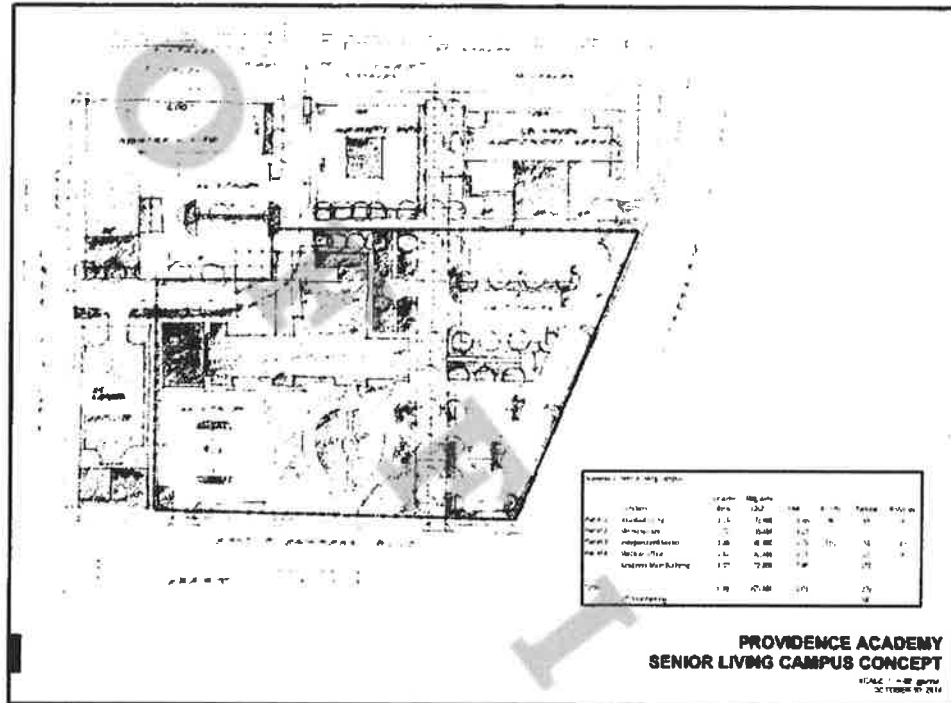
Approved as to form:



By:  
City Attorney

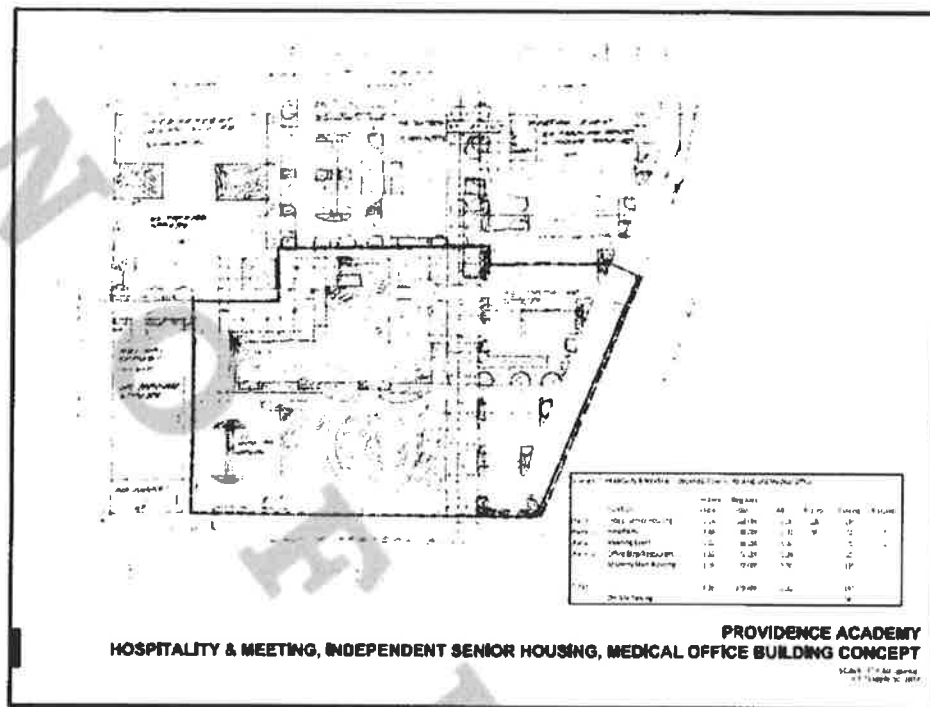
Page 11 - DEVELOPMENT AGREEMENT

## DEVELOPMENT PROPOSALS – SCENARIOS UNDER CONSIDERATION



Page 12 - DEVELOPMENT AGREEMENT





## Page 14 - DEVELOPMENT AGREEMENT

EXHIBIT B

FULL LEGAL DESCRIPTIONS

**Parcel No. 039224000:** REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 42 OF THE PLAT OF EAST VANCOUVER (C-70), RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF BLOCK 42 OF SAID PLAT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD, SOUTH 87°40'59" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 02°20'32" EAST PARALLEL TO THE WEST LINE OF SAID BLOCK 42 A DISTANCE OF 240.07; THENCE NORTH 87°39'28" WEST A DISTANCE OF 80.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF EAST "C" STREET; THENCE SOUTH 02°20'32" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 240.11 FEET TO THE **POINT OF BEGINNING**.

**Parcel No. 039220001:** REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING A PORTION OF BLOCKS 48 AND 49 OF THE PLAT OF EAST VANCOUVER (C-70), RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 42, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD, SOUTH 87°40'59" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 02°20'32" EAST PARALLEL TO THE WEST LINE OF SAID BLOCK 42 A DISTANCE OF 269.67 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 134.62 FEET; THENCE NORTH 02°23'59" EAST A DISTANCE OF 87.70 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 195.71 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 01°29'21" WEST A DISTANCE OF 79.57 FEET; THENCE SOUTH 88°30'39" EAST A DISTANCE OF 44.98 FEET; THENCE NORTH 01°29'21" EAST A DISTANCE OF 46.41 FEET;

Page 15 - DEVELOPMENT AGREEMENT

THENCE SOUTH 88°12'10" EAST A DISTANCE OF 179.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE FREEWAY 5; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 24°11'28" EAST A DISTANCE 85.38 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 13°12'32" EAST A DISTANCE OF 116.01 FEET TO THE CENTERLINE OF EAST 12<sup>TH</sup> STREET (VACATED); THENCE ALONG SAID CENTERLINE NORTH 87°39'59" WEST 280.88 FEET TO A POINT WHICH BEARS NORTH 01°29'21" EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°29'21" WEST A DISTANCE OF 162.37 FEET TO THE **TRUE POINT OF BEGINNING**.

**EXCEPT THAT PORTION THEREOF, IF ANY, LYING WITHIN PRIMARY STATE HIGHWAY NO.1.**

**Parcel No. 039220000:** REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING BLOCK 41, PORTIONS OF BLOCKS 42, 47, 48 AND 49 AND ALL OF FRACTIONAL BLOCK 40 OF THE PLAT OF EAST VANCOUVER (C-70), RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF BLOCK 42 OF SAID PLAT ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD SOUTH 87°40'59" EAST A DISTANCE OF 80.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 02°20'32" EAST PARALLEL TO THE WEST LINE OF SAID BLOCK 42 A DISTANCE OF 269.67; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 134.62 FEET; THENCE NORTH 02°23'59" EAST A DISTANCE OF 87.70 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 195.71 FEET; THENCE SOUTH 01°29'21" WEST A DISTANCE OF 79.57 FEET; THENCE SOUTH 88°30'39" EAST A DISTANCE OF 44.98 FEET; THENCE NORTH 01°29'21" EAST A DISTANCE OF 46.41 FEET; THENCE SOUTH 88°12'10" EAST A DISTANCE OF 179.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE FREEWAY 5; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 24°11'28" WEST A DISTANCE OF 352.36 FEET TO A POINT ON NORTHERLY RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 87°40'59" WEST A DISTANCE OF 424.10 TO THE **TRUE POINT OF BEGINNING**.**

Page 16 - DEVELOPMENT AGREEMENT

**Parcel No. 986035-622:** REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING BLOCK 47 OF THE PLAT OF EAST VANCOUVER (C-70), RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 42, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD, SOUTH 87°40'59" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 02°20'32" EAST, PARALLEL TO THE WEST LINE OF SAID BLOCK 42, A DISTANCE OF 240.07 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING NORTH 02°20'32" EAST A DISTANCE OF 29.60 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 134.62 FEET, THENCE NORTH 02°23'59" EAST A DISTANCE OF 87.70 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 25.00 FEET; THENCE NORTH 02°23'59" EAST A DISTANCE OF 122.66 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 12TH STREET; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 87°39'59" WEST A DISTANCE OF 239.83 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF EAST "C" STREET; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE SOUTH 02°20'32" WEST A DISTANCE OF 240.23 FEET TO A POINT WHICH BEARS NORTH 87°39'28" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 87°39'28" EAST A DISTANCE OF 80.00 FEET TO THE **TRUE POINT OF BEGINNING**.

**Parcel No. 986035621:** REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING A PORTION OF BLOCK 48 OF THE PLAT OF EAST VANCOUVER (C-70), RECORDS OF SAID COUNTY, LYING IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

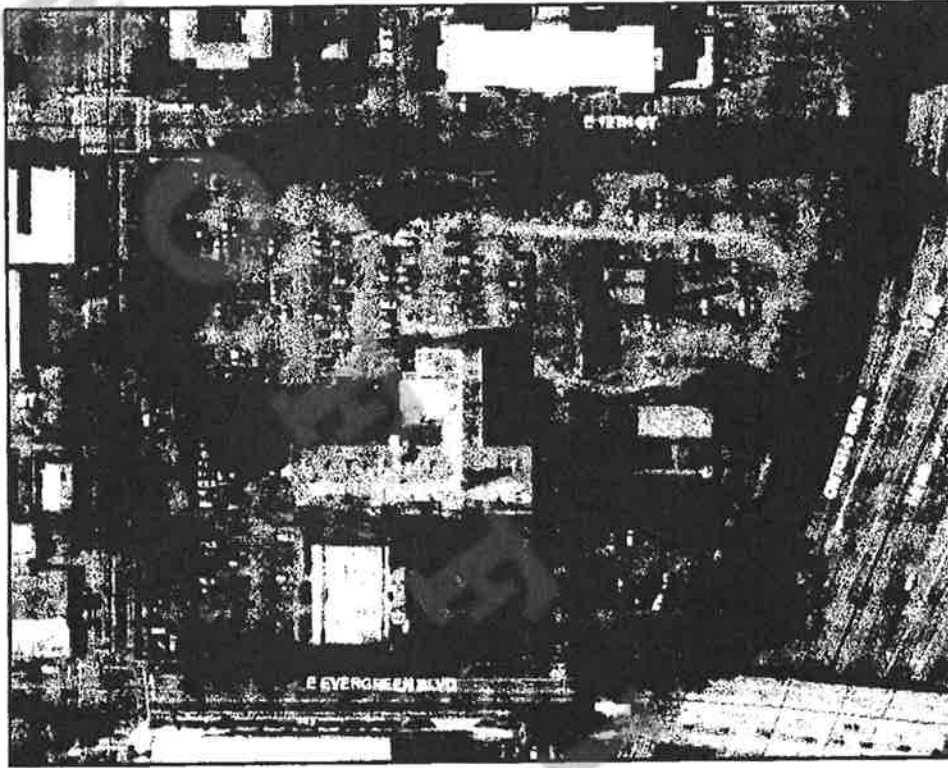
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 42, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF EAST EVERGREEN BLVD, SOUTH 87°40'59" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 02°20'32" EAST PARALLEL TO THE WEST LINE OF SAID BLOCK 42 A DISTANCE OF 269.67 FEET; THENCE SOUTH 87°46'11" EAST A

Page 17 - DEVELOPMENT AGREEMENT

DISTANCE OF 134.62 FEET; THENCE NORTH 02°23'59" EAST A DISTANCE OF 87.70 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 87°46'11" EAST A DISTANCE OF 170.71 FEET; THENCE NORTH 01°29'21" EAST A DISTANCE OF 162.37 FEET TO THE CENTERLINE OF EAST 12TH STREET (VACATED); THENCE NORTH 87° 39' 59" WEST ALONG SAID CENTERLINE A DISTANCE OF 128.13 FEET TO THE EAST RIGHT-OF-WAY LINE OF EAST "D" STREET; THENCE SOUTH 02°23'59" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST 12<sup>TH</sup> STREET; THENCE NORTH 87°39'59" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 40.00 FEET TO A POINT WHICH BEARS NORTH 02°23'59" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 02°23'59" WEST A DISTANCE OF 122.66 FEET TO THE **TRUE POINT OF BEGINNING**.

Page 18 - DEVELOPMENT AGREEMENT

### 3. Academy D.A. – Aerial Photograph of Property



#### 4. Academy D.A.: Site Plan Showing Unimproved Parking Areas

