



CITY COUNCIL MEETING MINUTES

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

PO Box 1995 - Vancouver, Washington 98668-
1995

www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

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

December 10, 2018

WORKSHOPS

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

Councilmember Topper arrived at 5:17 p.m.

4:30-5:00 p.m. Golf Cart Zone Ordinance

Presenters: Eric Hahn, Senior Traffic Engineer, 487-7701; Kathy McNicholas, Police Lieutenant, 487-7442; Jonathan Young, Chief Assistant City Attorney, 487-8500

Staff provided Council with an overview of a proposed golf cart zone supporting the Clark College campus.

5:00-5:30 p.m. Fire Marshal's Office Update

Heidi Scarpelli, Vancouver Fire Marshal, 487-7202

The Fire Marshal provided Council with an update and report on current initiatives and programs.

5:30-6:00 p.m. SR-501 Couplet Project Update: I-5 to Port of Vancouver

Presenter: Ryan Lopossa, Streets & Transportation Manager, 487-7706

Staff provided Council with an update on the SR-501 couplet project to address freight traffic, congestion and safety issues in the downtown area.

COUNCIL DINNER/ADMINISTRATIVE UPDATES (6 PM)

Vancouver City Hall - Birch Conference Room

COUNCIL CONSENT AGENDA MEETING

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Citizen Communication (Items 1-11)

Mayor McEnerny-Ogle opened Citizen Communication and received the following testimony:

- Amelia Shelley, Executive Director of Fort Vancouver Regional Libraries (FVRL), spoke regarding Item #10 and thanked the Council for appointing a new board member to the FVRL board.

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

Consent Agenda (Items 1-11)

Motion by Councilmember Topper, seconded by Councilmember Hansen, and carried unanimously to approve the Consent Agenda.

1. Professional services agreement for engineering design of street

improvements for NE 18th Street from NE 97th Avenue to NE 107th Avenue (Project #071616)

Staff Report 183-18

Summary

On August 29, 2018, the City received three qualification statements for the NE 18th Street project (RFQu #28-18). The qualification statements were evaluated based on experience, project understanding and approach, and public process.

PBS Engineering and Environmental of Vancouver, Washington, was selected from three proposals to provide professional services for NE 18th Street, NE 97th Avenue to NE 107th Avenue to prepare final engineering designs, environmental re-evaluation and permits, conduct a public process, and provide overall project coordination. Currently the project is locally funded for the design and right-of-way phases.

The amount of the contract shall not exceed \$1,142,309.01 and will be billed on a time and material basis in accordance with the attached scope and fee schedule. Expenses for this project are included in the Transportation Capital Fund Budget.

Request: Authorize the City Manager or his designee to execute a Professional Services Agreement with PBS Engineering and Environmental to provide design, environmental re-evaluation and permits, public process, and project coordination for the NE 18th Street street improvements, NE 97th Avenue to NE 107th Avenue, in an amount not to exceed \$1,142,309.01. Council authorizes the City Manager to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated here-in.

M. Hassan Abdalla, Engineering Manager, 487-7704

Motion approved the request.

2. Bid Award for Country Club Village Stormwater Retrofit Phase 1, per Bid # 18-24

Staff Report 184-18

Summary

The Country Club Village project will install 1,200 linear feet of new storm sewer main and a stormwater quality vault to provide treatment of stormwater runoff from 2.67 acres of impervious surface. The City was awarded grant funds from Washington Department of Ecology to design and construct this project. Treatment of stormwater runoff ultimately will

improve water quality.

On November 13, 2018, the City received 12 bids for the subject project. The bids ranged between \$361,500 and \$582,000. The low bidder was responsive. The bids are as follows:

SUMMARY of BIDS

BIDDER	AMOUNT
Halme Excavating, Inc., Battle Ground, WA	\$361,622.50
Barcott Construction LLC, Chehalis, WA	\$372,932.00
Tapani, Inc., Battle Ground, WA	\$379,600.00
Rotschy, Inc., Vancouver, WA	\$388,782.00
Advanced Excavating Specialists (AES), LLC, Longview, WA	\$396,109.50
Nutter Corporation, Vancouver, WA	\$398,998.22
McDonald Excavating Inc, Washougal, WA	\$409,736.00
Thompson Bros Excavating Inc., Vancouver, WA	\$432,530.10
Clark And Sons Excavating, Inc., Battle Ground, WA	\$447,890.00
Folden Construction, Inc., Vancouver, WA	\$487,675.90
C & R Tractor And Landscaping, Inc., Kelso, WA	\$530,833.20
3 Kings Environmental, Inc., Battle Ground, WA	\$581,894.50
Engineers' Estimate	\$520,000

This project was below the bid amount for required minimum apprenticeship utilization.

Request: Award a construction contract for the Country Club Village Stormwater Retrofit Phase 1 project to the lowest responsive and responsible bidder, Halme Excavating, Inc., of Battle Ground, WA at their bid price of \$361,622.50, and authorize the City Manager or designee to execute the same.

Annette Griffy, Utility Engineering Program Manager, 487-7190

Motion approved the request.

- 3. Drainage Easement Release for Richwood Estates-2, Lot 4 at 14108 NE 50th St Parcel number 109773-014 and Lot 5 at 14018 NE 50th St Parcel number 109773-016 as recorded under Clark County Book G, Page 401**

Staff Report 185-18

Summary

The drainage easement being requested for vacation was recorded with the

site's Final Plat, which was approved in 1969. The drainage system was never constructed in the easement being requested for vacation. The City has no need for this easement and staff recommends granting the release of the easement.

Request: Authorize the City Manager or his designee to sign the drainage easement release for Richwood Estates.

Annette Griffy, Utility Engineering Program Manager, 487-7190

Motion approved the request.

4. Local Grant Agreement for Litter Collection and Cleanup in Downtown Vancouver

Staff Report 186-18

Summary

For the last two years, Share has provided services to downtown Vancouver through its Talkin Trash crew. The Talkin Trash crew is composed of a supervisor and three cleaners. The supervisor was hired as an employee of Share specifically to oversee the cleaners. The cleaners are clients of Share and individuals who have experienced or are experiencing homelessness. As homelessness continues to become a more noticeable trend in the Vancouver area, positive public exposure and integration potentially helps alleviate community animosity towards people experiencing homelessness. As Share clients, these individuals are actively working towards achieving permanent housing, increasing their income and generally engaging in healthy activities. These individuals are looking for opportunities to giveback to the community.

Funds for this project are provided by the City of Vancouver's Solid Waste Program. Originally budgeted to cover the costs of litter collection provided by Sheriff's work crews, these funds were not spent because crews were not available. Instead, the Solid Waste program staff worked with Share staff to develop a project to mutually benefit both agencies and the community. Initially limited to only three days per week in the first year, Council approved increasing the funds allocated to cover costs associated with more hours and area of operation in the second year. Based on favorable performance and an existing community need, staff proposes to extend the project for an additional five years with the ability to adjust program costs in accordance with demonstrated cost of living increases.

Request: Approve a Local Grant Agreement for Litter Collection and Cleanup in Downtown Vancouver between Share and the City

of Vancouver for an additional five years (until December 31, 2023).

Tanya Gray, Solid Waste Supervisor, 487-7163

Motion approved the request.

5. Vancouver Municipal Code Title 11 Updates

Staff Report 187-18

AN ORDINANCE relating to public rights-of-way and Title 11 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 11.05.120, 11.60.110, 11.60.120, 11.60.170, and 11.60.190; providing for severability; and establishing an effective date.

Summary

Amendments to VMC Title 11 include a change to the approval process set forth in VMC 11.60 for Type E Long Term ROW Use Permits. Currently, Type E ROW Permits are approved by the City's Hearings Examiner. This is due in part to the nature of the encroachment and the commitment on the part of the City to allow a permanent use of the public right-of-way for a non-street purpose. Over time, nearly all of the projects requiring a Type E ROW Permit have involved encroachments that are the necessary result of the requirements set forth in the VMC Title 20 including the zero lot line setback requirements contained in VMC.630.020 and the rain protection/canopy requirements set forth in VMC 20.630.030, all of which are required for developments in the Downtown District. In addition, VMC 20.630.080.D.6 incorporates these same design requirements for developments in the Waterfront District. Since the Title 20 requirements have already been approved by City Council, there is no need for additional legislative approval for these types of encroachments and therefore, the amendments to VMC 11.60 will change the approval process for Type E ROW Permits to administrative. In addition, the insurance requirements set forth in VMC 11.60 are being modified to be consistent with the City's current requirements.

An additional code amendment involves the compensation requirements set forth in VMC 11.05.120 for ROW Vacations. The revision will allow all applications for ROW Vacation to be reviewed under the "zero compensation" provisions of VMC 11.05.120.D and not solely those applications initiated by the City. In addition, there is a revision to VMC 11.05.120.F that addresses compensation requirements for "in-lieu" transfers of property.

Request: On December 10, 2018, approve ordinance on first reading,

setting the date of second reading and public hearing for Monday December 17, 2018.

Ryan Lopossa, Streets & Transportation Manager, 487-7706

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

Motion approved the request.

6. **Vancouver Municipal Code Title 14 Updates**

Staff Report 188-18

AN ORDINANCE relating to water and sewer use and Title 14 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 14.04.020, 14.04.090, 14.04.155, 14.04.160, 14.04.230, 14.04.235, 14.09.040, and 14.09.060; providing for severability; and establishing an effective date.

Summary

Staff continually proposes code updates, clarifications, and changes as needed. The reasons for the changes within this ordinance are as follows:

- *VMC 14.04.020 - Change reference to the Public Works Director to be gender neutral.*
- *VMC 14.04.090(B)3 - Operations staff do not have the resources to perform half street restoration. Therefore, if half street restorations are required as part of a water service installation or relocation then the applicant will need to hire a private contractor to do the work.*
- *VMC 14.04.090 (C) - The Portland Consumer Price Index (CPI) is no longer being used and has been replaced by the Seattle-Bellevue CPI. Additionally, the annual CPI is not released until after January 1st each year thereby creating a conflict within the existing ordinance. The proposed change allows staff to update fees in accordance with the ordinance.*
- *VMC 14.04.155 - Add authority for City to provide for optional testing of customer's backflow prevention devices.*
- *VMC 14.04.160 - Change language to be gender neutral.*
- *VMC 14.04.230 - The septage fee is the fee septic haulers pay to discharge to the City's westside treatment plant. The fee has not been updated since 2013. Increasing the fee will allow the City to recoup costs associated with operations, maintenance, and capital work for the facility. Also allows the Public Works Director to administratively update the fee since this is a unique facility with unique operational and capital needs.*
- *VMC 14.04.235 (D) - Sewer Area Charge was the precursor to the System Development Surcharge. The Sewer Area Charge is no*

longer used therefore staff is proposing to delete this paragraph.

- *VMC 14.04.235 (E) - Changes the inactivity period from 5 years to 10 years for an applicant to receive 100% credit towards previously paid SDCs.*
- *VMC 14.04.235 (M) - Limits amount of time applicants can participate in the SDC Capital Surcharge program to 10 years. Allows the City to record a "notice" on the title for properties wanting to participate in the program. The SDC Capital Surcharge program allows small business owners to "lease" sewer capacity and delay payment of the full SDC until a later date. Limiting participation to 10 years allows small business owners to get established before having to pay the full SDC.*
- *VMC 14.09.040 & 14.09.060 - Clarifies Surface Water charges for mobile homes.*

Request: On December 10, 2018, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 17, 2018.

Chris Malone, Public Works Finance & Asset Manager, 487-7711

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

Motion approved the request.

7. 2018 Second Supplemental Budget

Staff Report 189-18

AN ORDINANCE relating to the 2017-2018 Biennial Budget and making various appropriations in various funds; eliminating a fund that is no longer needed; declaring an emergency and providing for an immediate effective date.

Summary

Each year, budget adjustments must be made to reflect changes in revenues and expenses that occur after the budget is adopted by City Council. At the end of the fiscal biennium, the only adjustments that are requested to be approved represent corrections or administrative updates to the 2017-2018 Biennial Budget. The decisions made relative to the 2017-2018 Budget are only applicable to the 2017-2018 biennium.

Budget amendments are recommended for the City's various funds as detailed in Attachment A of the Ordinance. The recommended expenditure appropriation adjustments for the City's Operating and Capital funds included in the 2018 Second Supplemental Budget total \$8.9 million. Of the total expenditure increase, \$7.9 million is related to the Operating budget,

and \$1.0 million in the transfers supporting the Capital budget. The net impact on all City resources is an addition of \$5.3 million to fund balances; the net impact on the General Fund is a \$0.6 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire (GSF) funds represents an increase of \$2.6 million. The remaining \$5.3 million increase relates to changes in other funds.

Appropriation adjustments in the City's GSF funds total increase of \$2.6 million include the following major items:

- Appropriation of \$0.3 million for Fire Command Contract Settlement for retro pay and new vehicles.*
- Increase of \$0.3 million for Fire Vehicle Repair & Maintenance due to increase in preventative maintenance.*
- Increase of \$0.5 million in Fire Support from General Fund to support before mentioned items.*
- Increase in appropriation of \$0.5 million in the Street Fund 102 for professional services for the pavement management program for work that was scheduled in 2019 but completed in 2018. Funding for this work is coming from the Street Initiatives Fund. An additional \$0.7 million in budgeted appropriation is being moved from the Street Initiatives fund to Street fund to match the actual payments made for the pavement management work originally budgeted in the Street Initiatives fund.*
- Adjustment for a number of grants and donations in Fire totaling \$0.1 million and in Parks for \$0.1 million.*

A total of \$5.3 million in appropriation increase relates to other operating city funds. Some of the major changes are summarized below:

- Budget adjustment of \$0.6 million in CDBG fund to true-up entitlements fully offset by grant revenue.*
- Additional appropriation of \$2.0 million in the Self-Insured Health Insurance fund to support increased benefit costs.*
- Adjustment to the Tennis Center fund of \$0.3 million to support the cost of operating the CEnter as reported by the United States Tennis Association.*
- Adjustment in the Risk Management Fund of \$2.1 million to cover higher than originally anticipated claims activity and an accounting adjustment matching the City's outstanding potential liability to that estimated in the most recent actuarial report for the Risk fund.*
- Increase of \$0.3 million in the Tourism fund to reflect higher Lodging Tax revenues that are being passed through to the DRA.*

The total Capital Budget appropriation of \$1.0 million is included in the

Second Supplemental of 2018. The item reflects pre-funding by District 5/C PIF Funds of a land acquisition of \$1.0 million for a future park in District C. The property purchase will take place early in 2019.

Proposal: *To approve the 2018 Second Supplemental Budget Ordinance.*

Request: On Monday, December 10, 2018, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 17, 2018.

Natasha Ramras, Chief Financial Officer, 487-8484

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

Motion approved the request.

8. Reappointments to City Center Redevelopment Authority

Request: Reappoint David Copenhaver and Marc Fazio to the City Center Redevelopment Authority board to terms beginning Jan. 1, 2019, and expiring Dec. 31, 2022.

Council Committee 1 (Hansen, Stober, Glover)

Motion approved the request.

9. Reappointments to Downtown Redevelopment Authority

Request: Reappoint David Copenhaver and Marc Fazio to the Downtown Redevelopment Authority board to terms beginning Jan. 1, 2019, and expiring Dec. 31, 2022.

Council Committee 2 (Turlay, Topper, Lebowsky)

Motion approved the request.

10. Appointment to Fort Vancouver Regional Library District Board

Request: Nominate Kelly Smith for appointment to the Fort Vancouver Regional Library District Board, term beginning Jan. 1, 2019, and expiring Dec. 31, 2025.

Motion approved the request.

11. Approval of Claim Vouchers

Request: Approve claim vouchers for December 10, 2018.

(Copy available upon request)

Motion approved claim vouchers for December 19, 2018, in the amount of \$13,929,919.68.

Citizen Forum

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

- Kristen Trefren, Vancouver, representing Black Lives Matter, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Rory Bowman, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Ashley Giha, Vancouver, read a statement on behalf of Southwest Washington Communities United for Change, expressing concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Celia Towner, Vancouver, representing Black Lives Matter, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Victoria Bradford, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Pat Jollota, Vancouver, stated she sat on the City Council when the City acquired the park land being referred to as "Lynch Park" and stated the City

promised Ed and Dollie Lynch at the time that the park would be named for them. She stated that if City Council promises have no meaning, then nothing the current Council does will have meaning.

- Charlie Sheese, Portland, Oregon, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Raina Lowry, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Christina Smith, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Ann Crandall, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Julia Brice, Longview, Washington, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Elson Strahan, Vancouver, expressed concerns that the City would consider not naming the park land after Ed and Dollie Lynch given the contributions they have made and continue to make in the community.
- Heather Bree, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Jennifer Browning, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Dale Robertson, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Jennifer DiStefano, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Larry Smith, Vancouver, expressed concerns that the City would consider not naming the park land after Ed and Dollie Lynch given the contributions they have made and continue to make in the community.
- Kim Capeloto, Woodland, Washington, expressed concerns that the City would consider not naming the park land after Ed and Dollie Lynch given the

contributions they have made and continue to make in the community.

- Karen Morrison, Vancouver, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Ilana Brown, Vancouver, expressed concerns that the City would consider not naming the park land after Ed and Dollie Lynch given the contributions they have made and continue to make in the community.
- Bob Durgan, Vancouver, stated the naming of the park is about honoring a family, and suggested the name "Ed and Dollie Lynch" park would be a fair compromise.
- Promise King, representing the League of Minority Voters, expressed concerns about references to park land near Franklin Elementary school as "Lynch Park" in honor of Ed and Dollie Lynch due to the hurtful historical connotations of that term.
- Royce Pollard, Vancouver, expressed concerns that the City would consider not naming the park land after Ed and Dollie Lynch given the contributions they have made and continue to make in the community, and suggested developing the park to include a series of educational learning sites throughout the park to teach about the Lynches contributions.

Mayor McEnery-Ogle thanked everyone who testified to the Council on this matter and asked the City Manager to provide some additional information. City Manager Eric Holmes provided context about how this matter came to the City's and community's attention. He noted that staff had not found any indication that the City had made a commitment regarding the name of the park in any of the transaction documents involved in the City's acquisition of the land, but staff needed to go through the Council records of that time to see if any commitment was made by the Council. Mr. Holmes noted that the surviving members of Ed and Dollie Lynch's family have confirmed it is their wish that the park be named "Ed and Dollie Lynch Park," which is why the City had updated the placeholder name for the undeveloped land. He stated the City has a naming process for parks that includes broad community input prior to development of a park but the City has not gone through that process for this land yet. Mr. Holmes stated that the truly extraordinary contributions Ed and Dollie Lynch made in the community cannot be denied, but the community is growing, becoming more diverse, and community members will continue to have different viewpoints regarding the word "lynch." He stated he believes there is an opportunity for aligning those viewpoints through community discussions, and he has reached out to the Community Foundation to assist in helping facilitate those discussions.

- Janine Maxon, Vancouver, representing SEIU 49, expressed concerns about an upcoming bid award for the City's janitorial services contract.
- Yasmin Ibarra, Portland, Oregon, representing SEIU 49, expressed concerns about an upcoming bid award for the City's janitorial services

contract.

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

Adjournment

7:53 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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



CITY COUNCIL MEETING MINUTES

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Anne McEnerny-Ogle, Mayor

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

December 17, 2018

WORKSHOPS

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

Councilmember Glover absent from workshops.

4:00-4:30 p.m. Multifamily Tax Exemption and Impact Fee Waiver Proposals

Presenter: Peggy Sheehan, Community Development Programs Manager, 487-7952

Staff provided Council with an overview of two multifamily tax exemption projects and one impact fee waiver proposal.

4:30-5:00 p.m. Ambulance Contract Extension

Presenter: Joe Molina, Vancouver Fire Chief, 487-7201

Staff provided Council with the 2018 report on AMR's contracted ambulance service and an overview of a proposed extension of the contract with AMR.

5:00-5:30 p.m. Oregon Legislative Monitoring Update

Presenter: Zack Reeves, CFM Strategic Communications

The City's Oregon state affairs associate provided Council with an overview of recent and upcoming activity in the Oregon State Legislature as it could pertain to or impact Vancouver.

COUNCIL REGULAR MEETING

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: Councilmember Glover

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

Approval of Minutes

Minutes - November 26, 2018

Motion by Councilmember Topper, seconded by Councilmember Lebowsky, and carried unanimously to approve the meeting minutes of November 26, 2018.

Minutes - December 3, 2018

Motion by Councilmember Lebowsky, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of December 3, 2018.

Citizen Communication (Items 1-12)

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

Consent Agenda (Items 1-12)

Council requested that Item 3 be pulled from the Consent Agenda for separate consideration.

Motion by Councilmember Topper, seconded by Councilmember Turlay, and carried unanimously to approve Items 1, 2, and 4-12 of the Consent Agenda.

1. **Ambulance Contract Extension**

Staff Report 190-18

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

Summary

The City and AMR are parties to an Agreement that has AMR providing emergency medical transport to individuals within the City of Vancouver service area. The City additionally has entered an Interlocal Agreement with EMS2 extending AMR’s emergency and non-emergency medical transport to individuals within the EMS2 service area. The service provided by AMR during the initial contractual period has been deemed to be substantially in compliance with the specifications defined in the Agreement. EMS2 notified the City of its decision to participate in the five- (5) year extension of the AMR Agreement on July 17, 2018. Based on AMR’s performance to date, as well as EMS2’s continued participation in the services provided by AMR, staff recommends entering an additional five- (5) year extension to AMR without any material changes to the Agreement.

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

Joe Molina, Vancouver Fire Chief, 487-7201

Motion adopted Resolution M-3989 approving the request.

2. **Award of Grant Funds from the PEG Capital Support Fund**

Staff Report 191-18

A RESOLUTION relating to cable television and to the award of Public, Educational and Governmental (“PEG”) capital contribution funds to The Vancouver Educational Telecommunications Consortium (“TV ETC”), Clark Vancouver Television (“CVTV”) respectively, the designated educational and government access providers for the City of Vancouver and Clark County and

to the City of Vancouver Information Technology Department who oversees the City's portion of the iNet, a dedicated fiber network for emergency use.

Summary

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

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

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

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

Request: On December 17, 2018, adopt a resolution, under the terms of the interlocal agreement between the City of Vancouver and Clark County, awarding from the PEG Capital Support Funds grants in the amount of \$336,511 to TV ETC, \$288,267 to

CVTV, and \$80,424 to the City's Information Technology Department. (Note: Under the terms of the Interlocal agreement between the City and the County, both Councils must approve the grants for funds to be awarded.)

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

Motion adopted Resolution M-3990 approving the request.

3. Amendment to the Master Lease Agreement with The Historic Trust

Staff Report 192-18

Summary

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

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

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

Request: Authorize the City Manager or his designee to sign a revised Master Lease Agreement with the Vancouver National Historic

Reserve Trust.

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

Jeanette (Jan) Bader provided staff comments. She introduced Mike Williams, interim President and CEO of The Historic Trust, who introduced Greg Goode, the newly appointed President and CEO of The Historic Trust.

Councilmember Stober asked for a summary of the updates to the master lease. Ms. Bader explained that the lease had been updated to clarify who is responsible for parking at the site and provide The Trust with additional authority to issue parking passes within the West Barracks. She stated the parking regulations had been tightened as well. A provision regarding maintenance of the land bridge landscaping had been added, as well as some additional reporting requirements for The Trust. She stated the finances still flow as they have previously.

Motion by Councilmember Topper, seconded by Councilmember Stober, and carried unanimously approved the request.

4. Extension of Vehicle and Tool Lease with The Historic Trust

Staff Report 193-18

Summary

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

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

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

Motion approved the request.

5. **Memorandum of Understanding for a Campus for Arts, Culture and Innovation**

Staff Report 194-18

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

Summary

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

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

- Enable construction of a K-5 School of Arts and Innovation opening for the 2021-2022 academic year;*
- Enable uses compatible with the school that might include facilities for performing and visual arts, a community center for knowledge, arts and innovation and operation of related FVRL programs;*
- Repurpose the existing building occupied by the FVRL administrative offices into arts and innovation space;*
- Find a new location for FVRL Administration if co-location on the property is not deemed feasible;*
- Address the requirement for parking for the employees of the main library either at the current site or another nearby location; and*
- Result in a master plan for the property.*

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

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

Jeanette (Jan) Bader, Program & Policy Development

Motion adopted Resolution M-3991.

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

Staff Report 195-18

Summary

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

This new agreement shifts the type of GIS support that Clark County GIS will provide to the City. The City will no longer purchase GIS software from Clark County GIS. However, as a regional GIS, the County will continue to provide to the City access to several hundred GIS data layers that they currently maintain. As the City develops its own citywide GIS program within IT, the County will continue to provide GIS program coordination, limited system and database administration and other cooperative projects and data sharing as determined by both organizations. Additionally, over the years the County has developed a mature GIS system and has built desktop and web tools (ClarkView and MapsOnline) that allow staff to easily mine hundreds of data layers. This agreement will grant all City staff access to these custom tools as well as access to the premium MapsOnline website. Premium access to MapsOnline would otherwise require a separate paid subscription to the County.

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

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

Motion approved the request.

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

Staff Report 196-18

Summary

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

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

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

Motion approved the request.

8. **Fenton Land Acquisition / Purchase and Sale Agreement**

Staff Report 197-18

A RESOLUTION of the City of Vancouver, Washington, authorizing an advance for the purpose of providing funds from the City's general fund to the City's Parks Impact Fee District C fund to provide funds to purchase land for future park development.

A RESOLUTION accepting a donation of real property from the Donald R. Fenton Credit Shelter Trust and the Jean R. Fenton Revocable Living Trust.

Summary

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

challenging in this area through both high and low economic times.

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

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

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

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

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

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

Funding for the proposed acquisition would be supported through available PIF funds estimated at \$3.5 million and a ten-year General Fund loan that would be reimbursed by future PIF revenues collected from the district. The significant park need in this area as well as the unique site characteristics make it a strong candidate for future grant support from multiple sources, including the Washington Recreation and Conservation Office and Clark

County Conservation Futures. Successful grant funds would be used to accelerate reimbursement of the General Fund loan for acquisition.

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

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

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

Monica Tubberville, Senior Planner, 487-8353

Motion adopted Resolution M-3992 authorizing an interfund loan from the General Fund to the Parks Impact Fee District C, and adopted Resolution M-3993 accepting the land donation.

9. Adoption of Clark County Homeless Action Plan

Staff Report 198-18

A RESOLUTION relating to the adoption of a homeless action plan to prioritize, guide, and evaluate efforts to prevent and end homelessness in Clark County.

Summary

Homelessness continues to be a significant challenge in Vancouver and the surrounding areas. Low vacancy rates and a significant increase in the cost of housing have contributed to the growing homelessness crisis. The Council for the Homeless reports that 2,593 households experiencing homelessness in Clark County sought assistance through the Housing Solutions Center in 2017.

As the lead agency for Clark County's Continuum of Care, the Council for the Homeless recently developed the 2019-2022 Clark County Homeless Action Plan ("Homeless Action Plan") to guide the community's work to end

homelessness. The document incorporates insight from residents, service providers, and people experiencing homelessness gained via in-person forums (15 total), electronic surveys (806 responses), and information from the Homeless Management Information System.

The Homeless Action Plan proposes an increase in the countywide homeless system capacity to meet current and future needs. The plan includes strategies aimed at meeting three core goals:

- **Identify** – Implement strategies to more effectively and rapidly identify who is without a home and provide for their basic and housing needs.
- **Assist** – Provide clear pathways to programs that prevent and end homelessness.
- **Resolve** – Create a safety net of support services for individuals who are at risk of or experiencing homelessness.

Within the countywide homeless system, the City of Vancouver's primary role has been that of a funder. The City provides Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Affordable Housing Fund resources for homeless services, housing assistance to prevent or end homelessness, and shelter rehabilitation projects. Recently, the City has also taken a more direct role in homeless service provision through ownership and operation (in partnership with Share) of the Vancouver Navigation Center.

The Homeless Action Plan names the City as a partner/stakeholder on several specific strategies, including:

- **System Alignment** – Expand flexibility in paying for services to better meet community needs; require programs to engage in systemwide coordination; create opportunities for landlord education/partnership.
- **Outreach and Engagement** – Increase the number of outreach staff; allow outreach staff to work with Supportive Housing Programs; create additional basic needs services (showers, storage, laundry, restrooms, etc.).
- **Emergency Shelter** – Increase the number of beds in the community; provide for the basic needs of people residing in shelter facilities.

The City is actively engaged in several of these strategies at some level, and will work with partners to consider other program adjustments to align with the plan, where appropriate. The City will also be at the table for future discussions regarding shelter capacity.

Washington requires adoption of a Homeless Action Plan by communities receiving state homelessness funds. In our community, state homelessness funding is provided to Clark County for allocation to local service providers and programs. The County adopted the Homeless Action Plan in November 2018.

Request: Adopt a resolution to approve and adopt the 2019-2022 Clark County Homeless Action Plan.

Peggy Sheehan, Community Development Programs Manager, 487-7952

Motion adopted Resolution M-3994 approving the request.

10. **Golf Cart Zones**

Staff Report 199-18

AN ORDINANCE of the City of Vancouver relating to Golf Cart operation on specified roadways and establishing a Golf Cart Zone; creating a new Chapter within Title 9 of the Vancouver Municipal Code (VMC) “VMC 9.41 Golf Cart Zones”; creating VMC 9.41.010 “Establishment of Golf Cart Zones”, VMC 9.41.020 “Operation of Golf Carts”, VMC 9.41.030 “Equipment Standards”, VMC 9.41.040 “Penalty”; providing for severability; and providing for an effective date.

Summary

Clark College has an operational need for golf carts to facilitate security, campus tours and daily operations. By state law, golf carts cannot travel on public roads or highways except within a “golf cart zone” created by local ordinance. Fort Vancouver Way bisects Clark College and is classified as a “highway” pursuant to Washington State Law (RCW 46.04.197). This poses logistical challenges for the College. The City of Vancouver has the authority to create a Golf Cart Zone (RCW 46.08.175).

The proposed ordinance would create a new Chapter 9.41 VMC “Golf Cart Zones” and provide for the creation of a Golf Cart Zone in the area where Fort Vancouver Way bisects the Clark College campus. The Golf Cart Zone Ordinance would contain the following additional provisions:

- Hours of lawful operation would be from 6 a.m. – 6 p.m.*
- Operators must be 16 years of age or older and have a valid driver’s license from a U.S. State or territory.*
- Golf carts must yield to pedestrians and bicycles and be operated with appropriate regard to safety.*
- Golf carts must meet equipment standards established by state law.*

Request: On Monday, December 17, 2018, approve the Golf Cart Zone Ordinance on first reading, setting date of second reading and public hearing for Monday, January 7, 2019.

Jonathan Young, Chief Assistant City Attorney, 487-8511

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

Motion approved the request.

11. Right-of-Way Franchise Ordinance for ExteNet Systems, Inc.

Staff Report 200-18

AN ORDINANCE relating to management of the public rights-of-way, granting to ExteNet Systems, Inc. (hereinafter referred to as the “Franchisee”), Delaware corporation, a non-exclusive and revocable franchise to install, operate and maintain a telecommunications system in, on, over, upon, along, and across public rights-of-way of the City of Vancouver, Washington (hereinafter referred to as the “City”), prescribing certain rights, duties, terms and conditions with respect to such franchise; providing for setting an effective date and conditions.

Summary

ExteNet Systems wishes to occupy and utilize portions of the public rights of-way in the City. Cities may require a permit or franchise for the use of its right-of-way for telecommunication facilities (RCW 35.99.030); however, the City may not charge a franchise fee for the franchise (RCW 35.21.860). The proposed ordinance establishes the terms and conditions of the right to construct and maintain telecommunications facilities within the City’s right-of-way.

This project involves the deployment of “small cell” wireless network technology, to provide high speed telecommunications services to provider clients in Vancouver, WA. By way of background, developments in wireless network technology and increasing demand for high-speed wireless services have quickly outpaced the capabilities of traditional, macro-cell wireless communications facilities. To address this demand, providers have expressed a desire to deploy new wireless communications facilities located in the public rights-of-way. These “small cell” facilities consist of antenna and equipment typically placed on infrastructure located within the public rights-of-way. Small cell facilities are usually deployed in areas that cannot be effectively served by a traditional macro cell, or areas that may have coverage but not enough capacity.

City staff has worked with ExteNet Systems to negotiate a franchise ordinance, which manages the deployments of small cell facilities in a way

that balances local aesthetics, character, and public health and safety while also deriving the benefits of these new technologies for the City's residents to the greatest extent practicable.

Request: On Monday, December 17, 2018, approve the proposed franchise ordinance on first reading, setting date of second reading and public hearing for Monday, January 28, 2018.

Michael Nigrey, Assistant City Attorney, 487-8500

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

Motion approved the request.

12. Approval of Claim Vouchers

Request: Approve claim vouchers for December 17, 2018.

(Copy available upon request.)

Motion approved claim vouchers for December 17, 2018, in the amount of \$7,133,431.51.

Public Hearings (Item 13-16)

13. Affinity Right-of-Way Vacation

Staff Report 175-18

AN ORDINANCE vacating a portion of the public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

Summary

Staff has received a request from Affinity at Vancouver LLC and Weston Investment Company LLC (the Applicants) to vacate a portion of the loop at the west dead-end of NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500. The right-of-way is specifically located within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim (DLC).

The right-of-way proposed to be vacated currently serves as part of a turnaround loop at the dead end of NE 51st Circle. The loop provides public street and utility services to five parcels; four of these parcels are owned by the Applicants, the fifth parcel is owned and maintained by the City and constitutes a portion of Kevanna Neighborhood Park.

The Applicants intend to combine the vacated area with their three adjacent parcels to create a single lot for the development of a 170-unit senior housing community. The three project parcels are located at 10400, 10420, and 10500 NE 51st Circle (parcel numbers 159849000, 159848000, 159847000). The proposed area of vacation is less than half the existing right-of-way frontage of the Applicants' properties, the remainder of the half will be kept as right-of-way to protect existing trees.

In exchange for vacation of the right-of-way, the Applicants will convey a nearby parcel to the City. The Applicants will also remove the existing loop road, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new access and parking for Kevanna Neighborhood Park.

Staff recommends that the petition to vacate be approved. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way. Therefore, vacation of this right-of-way will have no adverse impact on City transportation assets. Further, vacation of this right-of-way will relieve the City from ongoing surface maintenance responsibilities typical for commercial streets; including regular pavement maintenance, repair of concrete structures, street sweeping, and other services.

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

RCW 35.79.030 and VMC 11.05.120 allow the City to collect compensation for the value of public right-of-way that is vacated. VMC 11.05.120(F) authorizes the City to accept conveyance of other property in lieu of the payment required. As previously noted, the Applicants are proposing to convey a nearby parcel in exchange for the vacated right-of-way. This parcel is located at 10601 NE 51st Circle (parcel number 159851000), on the other side of the right-of-way that is proposed to be partially vacated, and adjacent to Kevanna Park. The City's Parks Department believes parcel 159851000 would provide a public benefit as additional green space

and for potential park expansion.

In support of this proposal, the Applicants have provided an appraisal from a certified professional land appraiser. Based on the information provided in the appraisal, the market value of the proposed vacation area is \$230,000, while the total market value of parcel 159851000 is estimated to be \$210,000. In addition to conveying parcel 159851000 to the City, the Applicants will pay the difference in property value (\$20,000) to the City prior to the right-of-way vacation becoming effective.

As previously noted, the right-of-way has historically been used to provide public street and utility services to the adjacent commercial parcels and the City park property. The City has maintained this portion of NE 51st Street in a fashion similar to that of other commercial streets, performing regular maintenance to the pavement, street sweeping and other services. Also, the street has been part of a dedicated public right-of-way for 25 years or more, and the vacated area will be utilized by the applicant for their proposed senior housing development. Based on these circumstances and the investment made by the City, staff recommends acceptance of parcel 159851000 and payment of \$20,000 as compensation for the full value of the right-of-way vacation area. The parcel should be conveyed and the \$20,000 paid to the City prior to the right-of-way vacation becoming effective.

Request: On Monday, December 17, 2018, subject to second reading and public hearing, approve ordinance.

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

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

Eric Hahn, Senior Civil Engineer, provided staff comments.

Mr. Hahn stated staff has received concerns from the applicants that Section 4 of the proposed ordinance would make it difficult and perhaps impossible for them to obtain federally funded loans for the proposed development project because it would require that certain public improvements be constructed before the right-of-way vacation is effective, but the applicants have indicated that they must secure that funding in order to construct the improvements. As such, staff is proposing an amendment to Section 4 to add the following provision:

"In lieu of the completion and dedication of the required improvements prior to recording of this ordinance, the City's Director of Public Works ("Director") may accept a bond, in an amount and with satisfactory surety and conditions, or other secure method as the Director may require, providing for and securing to the City, the actual construction and

installation of such improvements within a period specified by the Director and specified in the bond or other agreement, and to be enforced by the Director by appropriate legal and equitable remedies. If the Director accepts a surety bond in lieu of the completion of the required improvements, the amount of the bond must equal 110% of the estimated construction cost."

Mr. Hahn explained that if Council has no objections to the amendment, staff recommends continuing the public hearing on January 7, 2019, to allow for compliance with public notice requirements of the amended ordinance.

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

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to amend Section 4 of the ordinance as proposed by staff and continue the public hearing to Monday, January 7, 2019.

14. **Vancouver Municipal Code Title 11 Updates**

Staff Report 187-18

AN ORDINANCE relating to public rights-of-way and Title 11 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 11.05.120, 11.60.110, 11.60.120, 11.60.170, and 11.60.190; providing for severability; and establishing an effective date.

Summary

Amendments to VMC Title 11 include a change to the approval process set forth in VMC 11.60 for Type E Long Term ROW Use Permits. Currently, Type E ROW Permits are approved by the City's Hearings Examiner. This is due in part to the nature of the encroachment and the commitment on the part of the City to allow a permanent use of the public right-of-way for a non-street purpose. Over time, nearly all of the projects requiring a Type E ROW Permit have involved encroachments that are the necessary result of the requirements set forth in the VMC Title 20 including the zero lot line setback requirements contained in VMC.630.020 and the rain protection/canopy requirements set forth in VMC 20.630.030, all of which are required for developments in the Downtown District. In addition, VMC 20.630.080.D.6 incorporates these same design requirements for developments in the Waterfront District. Since the Title 20 requirements have already been approved by City Council, there is no need for additional legislative approval for these types of encroachments and therefore, the amendments to VMC 11.60 will change the approval process for Type E ROW Permits to administrative. In addition, the insurance requirements set forth in VMC 11.60 are being modified to be consistent with the City's current requirements.

An additional code amendment involves the compensation requirements

set forth in VMC 11.05.120 for ROW Vacations. The revision will allow all applications for ROW Vacation to be reviewed under the "zero compensation" provisions of VMC 11.05.120.D and not solely those applications initiated by the City. In addition, there is a revision to VMC 11.05.120.F that addresses compensation requirements for "in-lieu" transfers of property.

Request: On December 17, 2018, subject to second reading and public hearing, approve ordinance.

Ryan Lopossa, Streets & Transportation Manager, 487-7706

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

Mr. Hahn provided a summary of the proposed code updates.

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

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and carried unanimously to approve Ordinance M-4256.

15. **Vancouver Municipal Code Title 14 Updates**

Staff Report 188-18

AN ORDINANCE relating to water and sewer use and Title 14 of the Vancouver Municipal Code; amending Vancouver Municipal Code sections 14.04.020, 14.04.090, 14.04.155, 14.04.160, 14.04.230, 14.04.235, 14.09.040, and 14.09.060; providing for severability; and establishing an effective date.

Summary

Staff continually proposes code updates, clarifications, and changes as needed. The reasons for the changes includes within this ordinance are as follows:

- *VMC 14.04.020 - Change reference to the Public Works Director to be gender neutral.*
- *VMC 14.04.090(B)3 - Operations staff do not have the resources to perform half street restoration. Therefore, if half street restorations are required as part of a water service installation or relocation then the applicant will need to hire a private contractor to do the work.*
- *VMC 14.04.090 (C) - The Portland Consumer Price Index (CPI) is no longer being used and has been replaced by the Seattle-Bellevue CPI. Additionally, the annual CPI is not released until after January 1st each year thereby creating a conflict within the existing ordinance. The proposed change allows staff to update fees in accordance with the ordinance.*

- *VMC 14.04.155 - Add authority for City to provide for optional testing of customer's backflow prevention devices.*
- *VMC 14.04.160 - Change language to be gender neutral.*
- *VMC 14.04.230 - The septage fee is the fee septic haulers pay to discharge to the City's westside treatment plant. The fee has not been updated since 2013. Increasing the fee will allow the City to recoup costs associated with operations, maintenance, and capital work for the facility. Also allows the Public Works Director to administratively update the fee since this is a unique facility with unique operational and capital needs.*
- *VMC 14.04.235 (D) - Sewer Area Charge was the precursor to the System Development Surcharge. The Sewer Area Charge is no longer used therefore staff is proposing to delete this paragraph.*
- *VMC 14.04.235 (E) - Changes the inactivity period from 5 years to 10 years for an applicant to receive 100% credit towards previously paid SDCs.*
- *VMC 14.04.235 (M) - Limits amount of time applicants can participate in the SDC Capital Surcharge program to 10 years. Allows the City to record a "notice" on the title for properties wanting to participate in the program. The SDC Capital Surcharge program allows small business owners to "lease" sewer capacity and delay payment of the full SDC until a later date. Limiting participation to 10 years allows small business owners to get established before having to pay the full SDC.*
- *VMC 14.09.040 & 14.09.060 - Clarifies Surface Water charges for mobile homes.*

Request: On December 17, 2018, subject to second reading and public hearing, approve ordinance.

Chris Malone, Public Works Finance & Asset Manager, 487-7711

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

Chris Malone, Public Works Finance & Asset Manager, provided staff comments. Mr. Malone summarized the proposed code amendments.

Mayor McEnerny-Ogle noted that Mr. Malone had included sections 14.04.155 and 14.04.160 in his overview, but those were not included in the summary she had read. Mr. Malone stated those sections are correctly identified in the published ordinance. Mayor McEnerny-Ogle re-read the title of the ordinance into the record, with the addition of those two sections.

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

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and

carried unanimously to approve Ordinance M-4257.

16. **2018 Second Supplemental Budget**

Staff Report 189-18

AN ORDINANCE relating to the 2017-2018 Biennial Budget and making various appropriations in various funds; declaring an emergency.

Summary

Each year, budget adjustments must be made to reflect changes in revenues and expenses that occur after the budget is adopted by City Council. At the end of the fiscal biennium, the only adjustments that are requested to be approved represent corrections or administrative updates to the 2017-2018 Biennial Budget. The decisions made relative to the 2017-2018 Budget are only applicable to the 2017-2018 biennium.

Budget amendments are recommended for the City's various funds as detailed in Attachment A of the Ordinance. The recommended expenditure appropriation adjustments for the City's Operating and Capital funds included in the 2018 Second Supplemental Budget total \$8.9 million. Of the total expenditure increase, \$7.9 million is related to the Operating budget, and \$1.0 million in the transfers supporting the Capital budget. The net impact on all City resources is an addition of \$5.3 million to fund balances; the net impact on the General Fund is a \$0.6 million decrease to the fund balance.

The total Operating budget appropriation change in the General, Street and Fire (GSF) funds represents an increase of \$2.6 million. The remaining \$5.3 million increase relates to changes in other funds.

Appropriation adjustments in the City's GSF funds total increase of \$2.6 million include the following major items:

- Appropriation of \$0.3 million for Fire Command Contract Settlement for retro pay and new vehicles.*
- Increase of \$0.3 million for Fire Vehicle Repair & Maintenance due to increase in preventative maintenance.*
- Increase of \$0.5 million in Fire Support from General Fund to support before mentioned items.*
- Increase in appropriation of \$0.5 million in the Street Fund 102 for professional services for the pavement management program for work that was scheduled in 2019 but completed in 2018. Funding for this work is coming from the Street Initiatives Fund. An additional \$0.7 million in budgeted appropriation is being moved from the Street Initiatives fund to Street fund to match the actual payments made for the pavement management work originally budgeted in the Street Initiatives fund.*

- *Adjustment for a number of grants and donations in Fire totaling \$0.1 million and in Parks for \$0.1 million.*

A total of \$5.3 million in appropriation increase relates to other operating city funds. Some of the major changes are summarized below:

- *Budget adjustment of \$0.6 million in CDBG fund to true-up entitlements fully offset by grant revenue.*
- *Additional appropriation of \$2.0 million in the Self-Insured Health Insurance fund to support increased benefit costs.*
- *Adjustment to the Tennis Center fund of \$0.3 million to support the cost of operating the CEnter as reported by the United States Tennis Association.*
- *Adjustment in the Risk Management Fund of \$2.1 million to cover higher than originally anticipated claims activity and an accounting adjustment matching the City's outstanding potential liability to that estimated in the most recent actuarial report for the Risk fund.*
- *Increase of \$0.3 million in the Tourism fund to reflect higher Lodging Tax revenues that are being passed through to the DRA.*

The total Capital Budget appropriation of \$1.0 million is included in the Second Supplemental of 2018. The item reflects pre-funding by District 5/C PIF Funds of a land acquisition of \$1.0 million for a future park in District C. The property purchase will take place early in 2019.

Proposal: *To approve the 2018 Second Supplemental Budget Ordinance.*

Request: On Monday, December 17, 2018, subject to second reading and public hearing, approve ordinance.

Natasha Ramras, Chief Financial Officer, 487-8484

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

Allison Williams, Senior Budget Analyst, provided an overview of the proposed supplemental budget.

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

Motion by Councilmember Hansen, seconded by Councilmember Turlay, and carried unanimously to approve Ordinance M-4258.

NEW BUSINESS (Item 17)

- Emergency moratorium on applications for self-storage facilities in the Community Commercial (CC), General Commercial (GC),**

and Office Campus Industrial (OCI) and Light Industrial (IL) zoning districts citywide

Staff Report 201-18

AN ORDINANCE declaring an emergency and imposing a temporary moratorium for the duration of six months upon the acceptance and processing of applications for permits for the development or expansion of self-service storage structures in the in the Community Commercial (CC), General Commercial (GC), Office Commercial Industrial (OCI), and Light Industrial (IL) zoning districts as defined in Vancouver Municipal Code Title 20, and establishing an immediate effective date.

Summary

Self-storage facilities are currently permitted outright in the CC, CG, OCI and IL zoning districts. There are 48 existing self-storage businesses citywide according to County Assessor data, and eleven distinct applications for self-storage uses have been received in the past 5 years.

Self-storage uses were found to generate approximately one employee per 19,000 square feet of building space on average according to a 2007 Snohomish County study, which would typically equate to approximately one employee per net acre or less. The Vancouver Comprehensive Plan envisions commercially zoned land will generate approximately 25 employees per net acre, and industrially zoned land 11 employees per net acre on average, citywide. The Comprehensive Plan further calls for more intensive development in areas well-served by facilities, particularly transportation and transit services. Given the low number of jobs generated by self-storage uses, there is a need to study whether it is a suitable use of industrial land.

2018 testimony from a self-storage proprietor noted an emerging industry trend towards unstaffed facilities, raising security as well as employment concerns.

Request: On December 17, 2018, approve an ordinance adopting an emergency moratorium, requiring a public hearing within 60 days.

Bryan Snodgrass, Principal Planner, 487-7946; Bronson Potter, City Attorney, 487-8500

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

Bryan Snodgrass, Principal Planner, provided staff comments.

Bronson Potter, City Attorney, explained the procedural process for enacting a

moratorium. He stated that the Council has the authority to adopt emergency moratoria without holding a public hearing, provided that a public hearing is held on the matter within 60 days of passage. He noted that a public hearing on this proposed moratorium is scheduled for January 28, 2019. Mr. Potter explained that a moratorium is limited to six months, but it is subject to renewal with Council approval.

Mr. Snodgrass provided an overview of the substance and background of the ordinance.

Councilmember Stober thanked staff for their work. He stated that as Vancouver grows, land becomes more precious. He stated that it had been pointed out to him that a number of self-storage units had been coming online in the recent past, and it is a good time for the City to evaluate how these types of businesses best work with the City's goals. He stated it is not the intent of the City to eliminate self-storage facilities, but determine how best to handle the regulations surrounding their siting in the city limits.

Councilmember Hansen agreed that it is good to step back and reflect where the city is going. He agreed that this action should not be taken as Council banning self-storage facilities, but rather taking an opportunity to better plan for them.

Councilmember Topper asked if there is any way this moratorium could have potential unintended consequences for similar types of businesses. Mr. Snodgrass stated he did not think so, due to how it is called out in the City's land use tables.

Councilmember Lebowsky echoed Councilmember Hansen stating this is not a ban on self-storage facilities, but gives the City time to think about how and where they are located. In regards to the Commercial Corridor Strategy planning process that will commence soon, Councilmember Lebowsky asked what the timeline is for that process. Mr. Snodgrass stated that the City would go out for bid for a consultant by the end of January 2019, and he anticipated the final adoption of the plan would occur in early 2020.

City Manager Eric Holmes noted that one requirement of enacting a moratorium is for staff to bring back findings and a specific work program for Council adoption at the time of the 60-day public hearing. He noted the timing of the commercial corridor study may require the Council to consider approving extensions on the moratorium, but any extension would have to be approved by Council following a public hearing.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4259 adopting an emergency moratorium.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

Adjournment

7:56 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

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

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



Staff Report 001-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT 2017 Joint City-County Contract Amendment - Construction acceptance and release of retainage

Key Points

1. The project applied slurry seal, chip seal, and microsurfacing pavement treatments on approximately 50 lane miles in various locations throughout Vancouver, as part of its pavement preservation program.
2. Intermountain Slurry Seal of Sparks, Nevada was awarded the contract for the 2017 Joint City-County Pavement Preservation contract in April 2017, and the contract was extended for the 2018 season in April 2018.
3. Streets receiving pavement preservation were restriped.
4. Construction began in early July 2018 and was completed in early September 2018.

Strategic Plan Alignment

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

Present Situation

The project applied pavement preservation treatments to roughly 50 lane miles of existing pavement throughout Vancouver. The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$ 1,694,464.50
Sales Tax	\$ 0
Total	\$ 1,694,464.50
Retainage	\$ 84,723.23

The original contract amount was \$1,601,438.26. The final contract value was \$1,694,464.50, representing an increase of 5.8% to the contract. The increase in contract value is attributed to a change order for the removal of plastic pavement striping. The contract plans indicated that several streets had painted striping. During construction, it was discovered that the striping consisted of thermoplastic (plastic) striping. To ensure adequate adhesion of the preservation treatment, the plastic striping had to be removed prior to seal placement.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's retainage.

Disadvantage(s)

None

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction amendment for the 2017 Joint City-County Contract Amendment Project on April 9, 2018.

Action Requested

On January 7, 2019, accept the 2017 Joint City-County Contract Amendment Project as constructed by Intermountain Slurry Seal, Inc, of Sparks, Nevada, and authorize release of retainage in the amount of \$84,723.23, subject to receipt of all documentation required by law.

Nicolette Roth, Civil Engineer, 487-7763



Staff Report 002-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Construction Acceptance - E3A-1 Rehabilitation

Key Points

- The project installed more than 2,100 linear feet of Cure-In-Place-Pipe (CIPP) liner as well as installing 50 CIPP service lateral connections.
- Over 2,100 feet of deteriorated public sewer assets have been rehabilitated.
- Staff proposes awarding construction acceptance and release of the retainage.

Strategic Plan Alignment

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

Present Situation

Michels Corporation of Salem, Oregon, has completed construction of the E3A-1 Rehabilitation project. The project has provided installation of over 2,100 linear feet of Cured-In-Place-Pipe (CIPP) liner to extend the useful remaining life of the deteriorating concrete main.

The work was completed satisfactorily in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS

Labor, Equipment and Material	\$496,119.40
Sales Tax	\$41,674.03
Total	\$537,793.43
Retainage	\$24,805.97

The original contract amount, including sales tax, was \$526,741.62. The final project cost was \$537,793.43, which was \$11,051.81 (approx. 2%) greater than the original contracted amount.

The difference between original contract amount and final contract amount can be attributed to the typical variances in unit prices and/or quantities commonly encountered during construction.

Advantage(s)

1. Provide reliable sanitary sewer service to residents.
2. Extend the useful life of city assets.

Disadvantage(s)

None

Budget Impact

Funds for the sanitary sewer improvements were appropriated in the Sewer Construction Fund, Capital Improvement Program 2017-2018 Budget.

Prior Council Review

Funding previously reviewed by Council as part of the 2017-2018 Sewer Construction Fund Capital Budget. This project was also before Council for bid award on March 12, 2018.

Action Requested

On January 7, 2019, accept the facilities as constructed by Michels Corporation of Salem, Oregon, and authorize release of the retainage in the amount of \$24,805.97 subject to receipt of all documentation required by law.

Sheryl Hale, Senior Engineering Supervisor, 487-7151



Staff Report 003-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Award Bid #18-25: SE Evergreen Hwy - Ellsworth to 112th Ave Water and Sewer

Key Points

- Replacing old high maintenance water mains to improve water system infrastructure.
- Extending sanitary sewer to an unsewered area.
- Interdepartmental coordination leads to improved road surfaces upon project completion.

Strategic Plan Alignment

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

Present Situation

Through the use of an asset management risk matrix, it was determined that the existing 12-inch steel water main installed in 1966 is a high priority for replacement. This project will replace the old, high risk water main with approximately 1,100 feet of 8-inch ductile iron water main and will also extend an 8-inch sanitary sewer main approximately 1,100 feet into an unsewered area. The existing road surfaces where the utilities are to be installed are in poor condition and will be fully restored with new asphalt after the water and sewer installation. The City's Transportation, Water and Sewer Departments are sharing the roadway improvement costs associated with this project.

On December 11, 2018, the City received eight bids for the subject project. The bids ranged between \$507,155.25 and \$786,328.21. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
C&R Tractor and Landscaping, Inc., Kelso, WA	\$507,155.25
Catworks Construction, Vancouver, WA	\$578,050.75
Tapani, Inc., Battle Ground, WA	\$579,837.35

Rotschy, Inc., Vancouver, WA	\$611,564.70
Advanced Excavating Specialists, LLC., Longview, WA	\$644,349.86
Clark and Sons Excavating, Inc. Battle Ground, WA	\$659,471.16
Columbia Pacific Construction, Woodland, WA	\$779,023.00
Nutter Corporation, Vancouver, WA	\$786,328.21
<i>Engineers' Estimate</i>	<i>\$600,000.00 - \$650,000.00</i>

C&R Tractor and Landscaping, Incorporated of Kelso, Washington, is the lowest responsive and responsible bidder.

Advantage(s)

1. Increases water system integrity and reliability.
2. Provides sanitary sewer to an unsewered area.
3. Improves street surfaces and pavement longevity.

Disadvantage(s)

None.

Budget Impact

None. The funds for this project were budgeted in the 2019-2020 Capital Improvement Budgets for Water, Sewer, and Transportation.

Prior Council Review

Approved in the 2019-2020 Water, Sewer, and Transportation Capital Improvement Budgets.

Action Requested

On January 7, 2019 award a construction contract for the Ellsworth – Evergreen to 112th Ave Water and Sewer project to the lowest responsive and responsible bidder, C&R Tractor and Landscaping of Kelso, Washington, at their bid price of \$507,155.25, which includes applicable Washington State sales tax.

Michelle Henry, Civil Engineer, 487-7155

ATTACHMENTS:

- ▢ Contract

CITY OF VANCOUVER

CONTRACT # _____

ITB #18-25: SE EVERGREEN HWY – ELLSWORTH to 112th AVE WATER AND SEWER

THIS CONTRACT is entered into by and between C&R Tractor and Landscaping, Inc., 3829 Pleasant Hill Rd, Kelso, WA 98626, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

The Contractor shall furnish and install 1,100 feet of 12-inch ductile iron water main, 1,100 feet of 8-inch PVC sanitary sewer, and provide full depth street restoration all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

The contract work shall be fully complete within 60 working days from the Notice to Proceed date.

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

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

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

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

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

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

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

\$507,155.25

_____ Five Hundred Seven Thousand One Hundred Fifty Five Dollars 25/100 _____

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

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by Section 1-07.18 of the Special Provisions.
6. **Contractor's Bond:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Contract Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price executed by itself as principal and by a surety company authorized to do business in the State of Washington as surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
7. **Employment of Labor:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **December 11, 2018**.

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

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

Progress payments to the Contractor shall be made within 30 days of receipt of the signed progress payment request, as approved by the Owner, for work completed during the previous month. There will be reserved and retained from monies earned by the Contractor on estimates during the progress of the improvements of work, a sum equal to

5 percent of all such estimates. Said retained amount shall be held in trust in accordance with the Specifications and Chapter 60.28 RCW.

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

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

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

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

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

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both

the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

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

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

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

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

Contractor:
C&R Tractor and Landscaping, Inc.
3829 Pleasant Hill Rd.
Kelso, WA 98626

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

LABOR AND MATERIALS PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

ITB #18-25: SE EVERGREEN HWY – ELLSWORTH to 112th AVE WATER AND SEWER

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

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

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City, State ZIP

City, State ZIP

Phone Number

Phone Number

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

PERFORMANCE BOND

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

KNOW BY ALL MEN BY THESE PRESENTS:

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

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

ITB #18-25: SE EVERGREEN HWY – ELLSWORTH to 112th AVE WATER AND SEWER

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

Whenever CONTRACTOR shall be declared by CITY OF VANCOUVER to be in
default under the Contract Documents for the project described herein, the SURETY shall
promptly remedy the default by completing the project in accordance with the Contract
Documents and the project Specifications with a contractor approved by the CITY OF
VANCOUVER. SURETY, for value received, further stipulates and agrees that all changes,
extensions of time, alterations, or additions to the terms of the Contract or Specifications for the
above described contract are within the scope of the SURETY's undertaking on this bond, and
SURETY hereby waives notice of any such change, extension of time, alteration or addition to
the terms of the contract or to the Work or to the Specifications. Any such change, extension of
time, alteration or addition to the terms of the contract or to the Work or to the Specifications
shall automatically increase the obligation of the Surety hereunder in a like amount, provided that

such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

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

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

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

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

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

SURETY

CONTRACTOR

By:_____

By*:_____

Title:_____

Title:_____

Street Address

Street Address

City State ZIP

City State ZIP

Phone Number

Phone Number

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



Staff Report 004-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Contract Award for Janitorial Maintenance Services (RFP 31-18)

Key Points

- An RFP for Janitorial Maintenance Services was issued on October 26, 2018, and closed on November 7, 2018, with the intent to select and award a Janitorial Maintenance Service contract for a period of five years.
- The City received six proposals in response to the RFP, and after proposal evaluations, the three highest scored proposers were invited to interview. The top scoring company was Del Sol Inc. 611 W Columbia St. Pasco, WA 99301
- Total not-to-exceed price of \$7,500,000 over the five-year term of the contract including approved extra work per the RFP document pricing. Contract payments will be based on actual work performed in accordance with a pricing schedule submitted with the RFP. Anticipated cost, including extra work, under the first year of the contract is \$1,100,000.
- Annual adjustments to the pricing schedule are allowed in accordance with the RFP and contract documents.
- The contract and Washington State law require the vendor to pay Washington State prevailing wages for all services rendered.

Strategic Plan Alignment

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

Present Situation

A Procurement Contract has been in place since October 1, 2015, with ABM On-Site Services West Inc. (DBA ABM Janitorial Services). This originally was approved as a three-year contract with an up to two-year extension opportunity. ABM Janitorial informed the City earlier this year that they decided not to renew the contract for another two years because of a significant increase in their internal cost structure, but did agree to extend the contract for four months to January 31, 2019, to allow the City time to solicit a Request For Proposals (RFP) to get a new contract in

place. The RFP was not intended to be a "low bid" solicitation, but rather meant to provide an opportunity for the City to select a vendor based on a range of criteria, including cost.

The City received six proposals in response to the RFP. The current vendor, ABM, also submitted a new proposal. Each proposal was evaluated by six individual raters (city employees) on four criteria: project approach and understanding; proposer capabilities and qualifications; qualifications and experience of the team; and cost. Based on the criteria and ratings, Del Sol, Inc. was the top rated proposer. A summary of the proposer rating results and "base service" costs is attached. An overview of Del Sol's proposal is also attached.

The "base service" under the contract is for regular janitorial services at 22 facility locations throughout the city. In addition, there are provisions for extra work as needed on an on-call basis at those facilities as well as other City facilities, including ten fire stations and eleven park restrooms. The contract also proposes to increase the existing service levels at several facilities back to levels that existed before the Great Recession. Two additional facilities will also likely be included under the contract, Pearson Airfield pilot lounge and a portion of the Vancouver Navigation Center. The anticipated cost, including extra work and the two additional facilities, under the first year of the contract is expected to be approximately \$1,100,000. Under the current janitorial contract, the annual costs would be approximately \$920,000, although the current contract is for a lesser amount of services so it is not an equal comparison.

Any vendor who is selected to provide janitorial services to the City is required to pay prevailing wage which is determined by the Washington State Department of Labor and Industries, as well as comply with all applicable labor laws, including the recently adopted sick leave and family leave laws.

Services under contract would begin February 1, 2019, and run through January 31, 2024.

Advantage(s)

1. Preserves the investment in existing City buildings.
2. Avoids service disruptions and preserves janitorial maintenance and service at affected facilities.

Disadvantage(s)

Approval of the contract will increase the cost of City's janitorial services, although an extension of the current contract would have resulted in a similar cost increase.

Budget Impact

Baseline budget was provided in the 2019-20 biennium for approximately \$760,000 annually. A supplemental budget appropriation will be required in 2019 to address the cost increase of janitorial services. At the time of budget preparation, the new costs were not yet known, although it appears a similar budget increase would have also been required under an extension of the existing contract. Some cost reduction could be achieved through a reduction in some service level frequencies.

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to award a five- (5) year contract for Janitorial Maintenance Services, with Del Sol Inc., 611 W Columbia St. Pasco, WA 99301, effective February 1, 2019, at City-owned or occupied facilities for an amount not to exceed \$7,500,000 over the five-year term of the contract. Contract payments will be based on actual work performed in accordance with a pricing schedule submitted with the RFP.

Bryan K. Carlson, Public Works Director, 487-7131

ATTACHMENTS:

- ▣ Contract for RFP 31-18
- ▣ Proposal Rating
- ▣ Cost Summary
- ▣ Del Sol proposal summary

CITY OF VANCOUVER

CONTRACT # _____

RFP 31-18: JANITORIAL MAINTENANCE SERVICES

THIS CONTRACT, effective this _____ day of _____, 2019, is entered into by and between Del Sol, Inc., 611 W. Columbia St, Pasco, WA 99301, hereinafter referred to as the Contractor, and the City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the Owner.

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

Janitorial Maintenance Services and related services for the City buildings and sites listed all in accordance with the Proposal and Contract Documents for RFP #31-18 and amendments thereto, the Contract Plans and Specifications for this Janitorial Maintenance Services Contract (collectively the "Contract Documents") these Contract Provisions, all of which are incorporated herein and made a part of this Contract by this reference.

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

The City reserves the right to perform work using this contract, or using City staff, or other contractors, or through any mechanism available to the City. This contract is for the convenience of the City and does not carry any estimates as to how much could be spent.

The City intends to award one contract for an initial period of five (5) years.

The period of this RFP and its prices shall be for one (1) year, commencing on the effective date of the Contract.

In consideration of market conditions, the City will allow increase/decrease of the actual cost of the product. The adjusted price will be approved at the beginning of each year's

extension at the sole discretion of the City, and must be firm for the remainder of the contracted period. Contractors shall provide justification for the price adjustments.

Rates charged or credited for Parts Mark Up, Overhead/Profit, Parts Discount, and Rental Equipment Markup shall remain unchanged throughout the period covered by this contract. No changes will be permitted.

2. **E-Verify Program:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
3. **City of Vancouver Business & Occupational License:** Contractors will be required to get a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.
4. **Owner's Obligation:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the Vancouver City Council, the Owner agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable):

Seven Million Five Hundred Thousand Dollars 00/100

\$7,500,000

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

5. **Contractor's Insurance:** The Contractor agrees to procure insurance coverage as required by the Special Provisions.

6. **Independent Contractor:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not Owner.
7. **Employment of Labor:**
- A.** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall be in compliance with RCW 49.28 and shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by law.
- B.** Performance of the work shall be directly supervised by a competent supervisor, and at all times satisfactory to Owner. Owner may by written notice require Contractor to remove from the work site any employee that Owner reasonably deems incompetent, careless or otherwise objectionable.
8. **Payment of Labor:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the Bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is **November 7, 2018**.

Prevailing wage rates shall be updated annually on the anniversary date of this Contract and paid at the updated rate to employees for all work performed under this Contract from that date.

If a Contact extension is executed, the applicable prevailing wage rates shall be updated. The effective date of the applicable prevailing wage rates to be paid during the period covered by the Contract extension shall be those rates in effect on the anniversary date of this Contract and shall be paid for all work performed.

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

The Contractor and its subcontractors may be required to submit weekly/bi-weekly Certified Payrolls to the City of Vancouver, Procurement Services upon request. The Contractor and its subcontractors are required to keep Certified Payrolls on file for a minimum of three years.

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

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

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

10. **Indemnity:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection therewith, or whatsoever kind or nature (including patent infringement or copyright claims) arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract. PROVIDED that this clause shall have no applicability if the damages were caused by or resulted from the sole negligence of the City, AND PROVIDED FURTHER that if the damages were caused by or resulting from the concurrent negligence of (i) the City or the City's agents or employees, and (ii) the Contractor or the Contractor's agents or employees, Contractor shall indemnify and defend only to the extent of the Contractor's negligence.

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

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

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

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

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

18. RFP Documents & Contract: The complete Contract includes these parts: this Contract, the terms of this Request for Proposals and any addenda thereto, the Contractor’s complete Proposal Form, the Special Provisions and Plans are all incorporated herein and made a part of this Contract by this reference. These parts complement each other in describing a complete Work. Any requirement in one part binds as if stated in all parts.

19. Order of Precedence: Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to this Contract,
2. This Contract,
3. The Contractor’s Proposal to RFP 31-18,
4. Addenda to the Request for Proposals 31-18,
5. Request for Proposals 31-18,
6. Special Provisions.

20. Notices: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto:

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

Contractor:
Del Sol, Inc.
611 W. Columbia St.
Pasco, WA 99301

****Signatures on next page****

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Del Sol, Inc.

Eric Holmes, City Manager

Signature:

DATE

By: Printed Name / Title

Attest:

Natasha Ramras, City Clerk

Approved as to form:

E. Bronson Potter, City Attorney

City of Vancouver
RFP 31-18: Janitorial Services

Firm	1. Project Approach & Understanding (Max 30)	2. Proposer Capabilities & Qualifications (Max 20)	3. Qualifications and Experience of the Team (Max 20)	4. Cost Proposal (Max 30)	Total	Average
ABM Industry Groups LLC	30	20	20	25	95	
	16	18	15	20	69	
	15	10	10	15	50	
	20	15	10	20	65	
	15	15	10	10	50	
	25	18	18	10	71	
	121	96	83	100	400	67
CBM Systems LLC	25	15	25	30	95	
	30	19	18	20	87	
	30	20	20	25	95	
	30	19	17	25	91	
	25	20	15	20	80	
	30	17	18	25	90	
	170	110	113	145	538	90
Del Sol, Inc	25	15	15	25	80	
	28	19	18	28	93	
	30	20	20	30	100	
	28	19	18	25	90	
	25	20	20	30	95	
	25	19	17	25	86	
	161	112	108	163	544	91
JSD Cleaning Services	25	20	20	25	90	
	25	20	20	25	90	
	10	10	5	10	35	
	20	10	10	30	70	
	30	20	18	10	78	
	26	10	10	0	46	
	136	90	83	100	409	68
MSNW Group LLC	25	20	20	30	95	
	15	10	17	12	54	
	15	10	15	15	55	
	15	15	10	5	45	
	20	15	15	10	60	
	25	15	15	10	65	
	115	85	92	82	374	62
TKO Corporate Services LLC	20	10	20	20	70	
	20	10	10	20	60	
	15	10	10	10	45	
	10	5	7	10	32	
	20	10	15	20	65	
	15	10	15	15	55	
	100	55	77	95	327	55

Location	Current ABM Contract		RFP Responses							
	2018 Amendment Rate*	Del Sol	CBM	JSD	ABM	MSNW	TKO			
Equipment Services **	\$ 660.80	\$ 1,001.62	\$ 803.00	\$ 554.45	\$ 1,670.46	\$ 3,322.90	\$ 824.94			
Brookside Utilities	\$ 1,149.79	\$ 801.30	\$ 1,400.00	\$ 652.84	\$ 1,696.34	\$ 2,061.90	\$ 1,437.76			
Water Resource Center **	\$ 3,964.80	\$ 4,006.49	\$ 5,472.00	\$ 3,827.06	\$ 6,009.75	\$ 4,900.90	\$ 4,699.22			
Police West Precinct	\$ 3,171.84	\$ 3,672.61	\$ 5,587.00	\$ 6,030.40	\$ 4,579.94	\$ 6,145.00	\$ 8,972.42			
Police East Precinct	\$ 3,171.84	\$ 3,672.61	\$ 5,635.00	\$ 5,183.68	\$ 5,891.75	\$ 6,171.90	\$ 7,712.61			
Firstenberg Comm. Cntr **	\$ 13,480.32	\$ 20,436.33	\$ 28,771.00	\$ 20,280.04	\$ 28,516.44	\$ 17,170.00	\$ 18,855.81			
English Pitt - Truck Bay	\$ 700.45	\$ 400.65	\$ 865.00	\$ 149.99	\$ 1,153.93	\$ 2,330.90	\$ 448.12			
Luepke Senior Center	\$ 3,039.68	\$ 2,403.89	\$ 3,188.00	\$ 3,010.06	\$ 4,931.16	\$ 4,516.90	\$ 3,696.03			
Marshall Comm Center **	\$ 7,004.48	\$ 7,478.78	\$ 9,999.00	\$ 10,823.10	\$ 11,443.90	\$ 10,541.90	\$ 11,591.02			
Police HQ Admin	\$ 951.55	\$ 1,001.62	\$ 1,856.00	\$ 5,508.78	\$ 1,852.20	\$ 3,856.90	\$ 5,008.57			
Columbia Springs Hatchery	\$ 330.40	\$ 133.55	\$ 341.00	\$ 77.03	\$ 666.20	\$ 576.90	\$ 98.99			
Domestic Violence	\$ 892.08	\$ 600.97	\$ 1,401.00	\$ 762.54	\$ 1,290.39	\$ 2,407.90	\$ 1,679.35			
City Hall	\$ 19,163.20	\$ 16,025.95	\$ 21,038.00	\$ 18,897.13	\$ 20,202.05	\$ 15,536.90	\$ 32,061.65			
Columbia Bank Parking	\$ 303.97	\$ 200.32	\$ 511.00	\$ 6,021.07	\$ 683.37	\$ 576.90	\$ 2,062.35			
Marine Park Eng **	\$ 2,114.56	\$ 2,670.99	\$ 4,825.00	\$ 2,784.71	\$ 4,682.57	\$ 3,940.00	\$ 4,143.27			
Clark County Museum	\$ 898.69	\$ 667.75	\$ 1,286.00	\$ 861.11	\$ 1,469.13	\$ 2,826.90	\$ 2,572.64			
Fire Station 5 Admin **	\$ 1,990.33	\$ 2,003.24	\$ 2,750.00	\$ 1,027.47	\$ 2,617.03	\$ 2,036.90	\$ 2,163.70			
Fire Maintenance Shop	\$ 237.89	\$ 267.10	\$ 187.00	\$ 601.56	\$ 901.74	\$ 1,081.90	\$ 147.31			
Vancouver Tennis Center	\$ 264.32	\$ -								
Operations Center **	\$ 4,087.24	\$ 4,006.49	\$ 6,308.00	\$ 4,356.37	\$ 6,881.85	\$ 5,251.90	\$ 6,481.68			
Police - Evidence Bldg	\$ 756.90	\$ 400.65	\$ 1,076.00	\$ 348.61	\$ 735.26	\$ 576.90	\$ 1,041.49			
Brookside North Storage		\$ 801.30	\$ 103.00	\$ 40.13	\$ 1,481.66	\$ 1,272.90	\$ 88.39			
Town Plaza	\$ 6,404.89	\$ 8,343.60	\$ 6,234.00	\$ 2,178.18	\$ 7,126.48	\$ 6,970.00	\$ 6,994.23			
Grand Total	\$ 68,335.13	\$ 80,997.81	\$ 109,636.00	\$ 93,976.31	\$ 116,483.60	\$ 104,075.20	\$ 122,781.55			
Annual Total without Extra Services	\$ 820,021.51	\$ 971,973.72	\$ 1,315,632.00	\$ 1,127,715.72	\$ 1,397,803.20	\$ 1,248,902.40	\$ 1,473,378.60			

* ABM Amendment Rate was negotiated for a 4 month extension only - Original Request for 12 month was approximately \$77,568.22 at 2018 service levels

Sites to be added 2019 not included in costs above:

Pearson Airfield Pilot Lounge
Vacant Area - Day Center

** Facilities with proposed service level increase from 2018 to 2019, higher service level not in 2018 costs/rate

2 days to 5 days per week: Fire Station 5 Admin
3 days to 5 days per week: Equipment Services; Marine Park Engineering; Operations Center
5 days to 6 days per week: Water Resource Center
6 days to 7 days per week: Firstenberg; Marshall Community Center

	Current ABM Contract	RFP Responses					
Location	2018 Amendment Rate*	Del Sol	CBM	JSD	ABM	MSNW	TKO
Equipment Services **	\$ 660.80	\$ 1,001.62	\$ 803.00	\$ 554.45	\$ 1,670.46	\$ 3,322.90	\$ 824.94
Brookside Utilities	\$ 1,149.79	\$ 801.30	\$ 1,400.00	\$ 652.84	\$ 1,696.34	\$ 2,061.90	\$ 1,437.76
Water Resource Center **	\$ 3,964.80	\$ 4,006.49	\$ 5,472.00	\$ 3,827.06	\$ 6,009.75	\$ 4,900.90	\$ 4,699.22
Police West Precinct	\$ 3,171.84	\$ 3,672.61	\$ 5,587.00	\$ 6,030.40	\$ 4,579.94	\$ 6,145.00	\$ 8,972.42
Police East Precinct	\$ 3,171.84	\$ 3,672.61	\$ 5,635.00	\$ 5,183.68	\$ 5,891.75	\$ 6,171.90	\$ 7,712.61
Firstenburg Comm. Cntr **	\$ 13,480.32	\$ 20,436.33	\$ 28,771.00	\$ 20,280.04	\$ 28,516.44	\$ 17,170.00	\$ 18,855.81
English Pit - Truck Bay	\$ 700.45	\$ 400.65	\$ 865.00	\$ 149.99	\$ 1,153.93	\$ 2,330.90	\$ 448.12
Luepke Senior Center	\$ 3,039.68	\$ 2,403.89	\$ 3,188.00	\$ 3,010.06	\$ 4,931.16	\$ 4,516.90	\$ 3,696.03
Marshall Comm Center **	\$ 7,004.48	\$ 7,478.78	\$ 9,999.00	\$ 10,823.10	\$ 11,443.90	\$ 10,541.90	\$ 11,591.02
Police HQ Admin	\$ 951.55	\$ 1,001.62	\$ 1,856.00	\$ 5,508.78	\$ 1,852.20	\$ 3,856.90	\$ 5,008.57
Columbia Springs Hatchery	\$ 330.40	\$ 133.55	\$ 341.00	\$ 77.03	\$ 666.20	\$ 576.90	\$ 98.99
Domestic Violence	\$ 892.08	\$ 600.97	\$ 1,401.00	\$ 762.54	\$ 1,290.39	\$ 2,407.90	\$ 1,679.35
City Hall	\$ 19,163.20	\$ 16,025.95	\$ 21,038.00	\$ 18,897.13	\$ 20,202.05	\$ 15,536.90	\$ 32,061.65
Columbia Bank Parking	\$ 303.97	\$ 200.32	\$ 511.00	\$ 6,021.07	\$ 683.37	\$ 576.90	\$ 2,062.35
Marine Park Eng **	\$ 2,114.56	\$ 2,670.99	\$ 4,825.00	\$ 2,784.71	\$ 4,682.57	\$ 3,940.00	\$ 4,143.27
Clark County Museum	\$ 898.69	\$ 667.75	\$ 1,286.00	\$ 861.11	\$ 1,469.13	\$ 2,826.90	\$ 2,572.64
Fire Station 5 Admin **	\$ 1,990.33	\$ 2,003.24	\$ 2,750.00	\$ 1,027.47	\$ 2,617.03	\$ 2,036.90	\$ 2,163.70
Fire Maintenance Shop	\$ 237.89	\$ 267.10	\$ 187.00	\$ 601.56	\$ 901.74	\$ 1,081.90	\$ 147.31
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5 days to 6 days per week: Water Resource Center
6 days to 7 days per week: Firstenburg; Marshall Community Center



Del Sol, Inc.

CAPABILITY STATEMENT

Del Sol, Inc. has been in business since 1990 and is a State & Federal Contractor.

CERTIFICATIONS

- Minority Woman Owned
- Hub Zone
- SBA Certified – Small Business
- DBE (Disadvantaged Business Enterprise)

FEDERAL INFORMATION

- DUNS# 055320746
- UBI # 602132697
- CAGE CODE# 3DZXO

NAIC CODES

561720	Janitorial Service
561730	Landscaping Service
561740	Carpet & Upholstery Cleaning
561790	Other Serv. To buildings and dwellings

SERVICE CODES

S216	Housekeeping Facilities Operations Support
S201	Housekeeping – Custodial Janitorial

POINT OF CONTACT:

PRISCILLA MARTINEZ

EMAIL: Priscilla.delsol@gmail.com

(509) 542-9511 Main Office (509) 792-4830 Direct Line (509) 607-5051 Cell

www.delsolinc.com

Mailing Address: P.O. Box 3028, Pasco, WA 99302

611 West Columbia St.
Pasco, WA 99301



Del Sol, Inc.

Company Overview

Del Sol, Inc. Is a small, woman owned firm providing Janitorial & Grounds Maintenance services throughout the states of Washington, Oregon, and Idaho since 1990. The primary areas of service delivery are in the Colombia Basin of Eastern Washington and along the Colombia River corridor and Willamette Valley in Oregon.

We service small and large businesses as well as Government Entities.

Our Corporate Office is in Pasco, Washington and we currently hold the following certifications:

- Minority Women Owned
- Economically Disadvantaged Business Enterprise
- HUB Zone
- SBA Certified - Small Business

Currently, we have 48 employees but during the peak of our 8A Program we held between 80-120 employees — including both part-time and seasonal.

Our Administration / Executive Staff consist of:

- Accountant & Executive Staff Office Manger
- Contract Coordinator & HR Specialist
- Grounds Manager & Irrigation Specialist
- QC Supervisor & Trainer
- Special Teams Manager

We do not have a high turn-over rate and most of our employees have been with our company for 5+ years. We are very proud of the fact that we keep jobs within the community we are contracted in, rather than relocate supervisors, lead crew mangers, and janitors. We have a strong belief in supporting local economies and make ever attempt to have our supplies and equipment bought locally and or made in the USA.

Services:

Our services currently consist of the following:

- Janitorial — Office space/Medical Facilities/ Commercial Space/ Schools
- Floor Maintenance- Tile/ Carpet/ Commercial & Residential
- Private Residential housekeeping- Weekly/ Monthly/ On Call
- Construction Clean Up
- Grounds Management — Commercial/ Residential
- Window Washing- Inside & Out
- Event Clean up- Wedding Facilities/ Private Parties/ Event Facilities
- Commercial Business Parking Lot Clean Up
- Temporary Janitorial Services
- Restaurant Cleaning

Green Cleaning & Environment Awareness:

Del Sol, Inc. proudly strives to practice a "Green" cleaning approach that focuses on protecting human health as well as minimizing the impact on the environment.

Our Janitorial staff uses the following EPA approved equipment & cleaning agents:

Backpack vacuums under 70 decibels
EPA approved Vacuum Bags
Micro-Fiber Mops & Dusting Cloths
Recycled Cleaning Rags/ Cloths
Simple Green Disinfectants
Green Works cleaning products
Stearns Green cleaning products

We are continually reviewing our sustainability practices and evaluating the impact of our actions on our community and the environment in general. Listed below are several of the websites we frequent to obtain up to date information and reference material that assist us in becoming stewards of the environment.

- <http://www.issa.com/>- International Sanitary Supply Association ➤
- <http://www.carpet-rug.org/default.aspx>- Carpet & Rug institute's Green Label & Bronze Seal Programs.
- www.stearnspkg.com- Stearns Package Corporation ➤
- <http://www.greenseal.org>- Green Seal, Inc. GS- 42 Environmental Cleaning Standard ➤ www.epa.gov- United States Environment Protection Agency

Best Practices



Best Practices encompass a variety of practices and processes that help assure professional, effective and responsive service. We are committed to the following:

People & Processes

- ✓ Thoroughly interview candidates
- ✓ Hire and place “good fits” for each position
- ✓ Criminal background checks/drug screening
- ✓ Good training
- ✓ Creating a culture that values employees
- ✓ Manage and inspire success

Transparent Pricing & Clear Cleaning Bids

- ✓ No hidden charges
- ✓ Upfront pricing and knowledge/experience to back it up
- ✓ Billing for work performed

Consistent and Responsive Service

- ✓ Reliability through accountability
- ✓ Site visits / quality Control in place
- ✓ Formal communication
- ✓ Systematic training of employees – per contract
- ✓ Systemized communication to ensure issues are fixed quickly

Commitment to Health & Safety

- ✓ Commitment to Environmental Stewardship
- ✓ Cleaning for “health” (keeping in mind the health of the occupants)
- ✓ Safe chemical storage
- ✓ Safe working environment



Del Sol, Inc.

City of Vancouver

Project Plan

We understand the importance of this contract and realize that the public including city officials are visiting and working in these spaces. It is our goal to work in conjunction with your team to obtain a common goal - a clean, safe and healthy working environment.

Upon reviewing the contract, days of the week, and square footage of the buildings we have forecasted the following:

Janitorial Staff	17
Day Porters	3
Floaters	2
Floor / Window Crew	2
Project Manager	1
Working Supervisors	2
<i>The above listed employees will only be assigned to this contract.</i>	

We understand that the Day Porters and current staff may be willing to stay on with the new company. Generally, we meet with those that are interested to evaluate their background and work experience.

A *Project Manager* will be hired and assigned to this contract specifically. He/she will be responsible for the following:

- ensuring contractual obligations are being met
- ensuring employees are performing as expected
- communicating with Management - Del Sol & City of Vancouver
- restructuring flow and or systems that are not working efficiently
- achieving success!

Working Supervisors will be assigned either from the existing staff and or newly hired. Working Supervisors will have a clear understanding of the contract and duties for each building.

Floor/ Window Crew

We anticipate hiring a full time Floor/window Crew (2) to complete all floor care needs. This includes Buffing, stripping and waxing, gym floors and will also incorporate window cleaning.

Floaters are dedicated to covering areas that may need attention as well as covering for employees that may call out sick.

All the new hires and or employees assigned to this contract will have a minimum of 3 years of Janitorial experience as well be able to pass a criminal background check and backgrounds as required by the contract.

Equipment

Equipment will be stored in janitorial closets as needed and additional equipment will be secured at an offsite storage unit – along with additional cleaning chemicals, uniforms, etc.

Vehicles with clearly labeled company information will be assigned to those requiring vehicles.

Subcontracting

We do not typically subcontract out work. We are a complete janitorial company with dedicated floor teams, power washing teams, and window washing teams.



Staff Report 005-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Release of Water Easement and Restrictive Covenant

Key Points

- Easement termination will release 96,702 square feet of encumbered private property
- Restrictive Covenant termination will release 31,416 square feet of encumbered private property.
- Staff is recommending collection of no compensation for the vacated area.

Strategic Plan Alignment

N/A

Present Situation

The water easement requested for release was originally recorded over water supply lines from a Clark Public Utilities well that served the Regency Place subdivision, and Lifepoint church (previously Glad Tidings). The water restrictive covenant requested for release was originally recorded as a 100-foot radius protective buffer surrounding the well. An associated Intergovernmental Agreement transferred ownership of the easement, the well and the restrictive covenant to the City of Vancouver once city water mains were constructed to serve the subdivision and the church. With new main construction, and redevelopment of the Lifepoint church property, the well and the associated supply mains have all been abandoned. Thus, the City has no need for the easement or the restrictive covenant, as the well no longer exists, and staff recommends granting the easement and restrictive covenant releases.

Advantage(s)

Releasing an unnecessary easement and restrictive covenant eliminates parcel encumbrance.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or designee to sign the water easement release and water restrictive covenant release.

Tracy Tuntland, Water Engineering Supervisor, 487-7168

ATTACHMENTS:

- ▢ Waterline Easement Release Request
- ▢ Water System Vicinity Map
- ▢ Intergovernmental Agreement
- ▢ Water Easement Release
- ▢ Water Release Exhibits
- ▢ Water Covenant Release and Exhibits

Practical expertise. Exceptional results.

(360) 695-1385
1111 Broadway
Vancouver, WA 98660

October 8, 2014

Tracy Tuntland
City of Vancouver Engineering Services
Water System Planning and Design
Via: Tracy.Tuntland@cityofvancouver.us

Re: Well Covenant and Easement release.

Dear Tracy,

On behalf of LifePoint Church, Olson Engineering, Inc. (OEI) is requesting the release of a restrictive covenant and relinquishment of a well and waterline easement that encumbers their property located at 305 NE 192nd Ave., Vancouver, also known as Parcel numbers 176164-000 and 176164-001. The covenant is recorded under Auditor's File No. 3767226 and the easement is recorded under Auditor's File No. 3767225. The covenant and easement both were granted to Clark Public Utilities originally but were then transferred to the City of Vancouver by an inter- local agreement. The City has since ceased to operate the well or water lines.

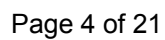
Please let me know if there is anything else that we need to provide. We look forward to hearing from you as this request is advanced through the process.

Sincerely,



Kurt F. Stonex P.E., P.L.S
Principal

Attachments: Inter-local agreement
Restrictive Covenant
Easement



INTERGOVERNMENTAL AGREEMENT FOR TRANSFERRING WATER SATELLITE SYSTEMS

BETWEEN

CITY OF VANCOUVER AND CLARK PUBLIC UTILITIES

THIS AGREEMENT (Agreement), entered into by and between City of Vancouver, a Washington Municipal Corporation, (City) and Clark Public Utilities, a Washington Municipal Corporation (CPU), and collectively referred to herein as "the Parties."

WHEREAS, Clark County and the water purveyors within Clark County conduct capital facilities and land use planning under the Growth Management Act (RCW Chapter 36.70A); and

WHEREAS, RCW Chapter 70.116, Public Water System Coordination Act, and WAC 246-293-250 require development of a Coordinated Water System Plan, including establishment of service area boundaries; and

WHEREAS, the designation of service area boundaries facilitates efficient planning and delivery of water services within Clark County, ensures that unnecessary duplication of service is avoided, and provides predictability to the water purveyors, Clark County, and citizens using water services; and

WHEREAS, the designation of service area boundaries will assure that water reserved for public water supply is used in the future in an efficient and planned manner; and

WHEREAS, the designation of service area boundaries for the cities of Camas and Vancouver have been established and three Class A satellite water systems currently operated by CPU are located in the Vancouver Water Service Area as depicted on the attached Exhibit A; and

WHEREAS, pursuant to RCW Chapter 39.33, municipalities and political subdivisions of the State of Washington may transfer their real and personal property to another municipality or political subdivision under such terms mutually agreed upon between the parties; and

WHEREAS, CPU'S Commissioners approved this transfer in a public meeting held on March 23, 2010; and

WHEREAS, by transferring such satellite water systems, CPU is relieved of the obligation and expense of operating and maintaining such systems and the City acquires assets and customers from such transfer, but also incurs the obligation of the satellite water systems' operation; and

WHEREAS, since the transfer of the satellite water systems mutually benefits both Parties, no monetary compensation to either party is provided for in this Agreement.

NOW THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained the undersigned parties hereto agree as follows:

1. Service Area Boundaries. The Parties acknowledge that the map identifying the service area boundaries, dated October 13, 2009, and attached to this Agreement as Exhibit A, accurately identifies the water system's future service area for the east boundary for Vancouver and the west boundary for Camas. The Parties agree that there are currently no service area conflicts between the City and CPU.
2. Satellite System Management Program. CPU maintains three Class A satellite water systems within the Vancouver Service Area. These systems are identified on the attached Exhibit A map and are known from north to south as, Morning Meadows, Regency Place, and Cascade Estates (collectively the "Satellite Systems") and serve primarily residential developments. These systems include a water source, a distribution system, and individual customer meters. Each system is currently operated and maintained by CPU.
3. Reliability and Fire Safety. The Parties note that the Satellite Systems have low-producing wells that can compromise water quality and fire safety. Increasing reliability for water supply to the areas served by the Satellite Systems and enhancing fire suppression capabilities will benefit the developed property at these sites.
4. Transfer Satellite Systems. Pursuant to this Agreement, CPU will transfer its interest in the Satellite Systems to the City. This transfer includes the existing supply wells, distribution systems and all CPU real property interest and personal property associated with such Systems. The transfer of such Satellite Systems also includes the assumption by the City of the obligation to operate and maintain the Satellite Systems upon the effective date of the transfer. The transfer of the Satellite Systems mutually benefits both parties; therefore, there will be no exchange of money for this transaction.
5. Schedule of Satellite System Transfers. Transfer of individual systems shall occur when the following conditions for water quality and reliability have been met and the City provides formal written notice to CPU:
 - a. Regency Place: When the Vancouver water supply system can provide two feeds to this satellite system and the City's distribution system is located no further than 120 feet for these two individual feeds to the existing distribution system within Regency Place.
 - b. Morning Meadows: When the Vancouver water supply system can provide a feed to this satellite system and the City's distribution system is located no further than 600 feet from the existing distribution system within Morning Meadows.

- c. Cascade Estates: When the Vancouver water supply system can provide two feeds, one from the north and one from the south, and the City's distribution system for these two individual feeds is located no further than 120 feet from the existing distribution system within Cascade Estates.

The effective date of each transfer shall be sixty (60) calendar days after the aforementioned written notice is given. Each transfer may take place separately.

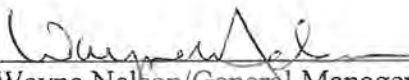
6. Customer Relations. To preserve customers' confidence in their present and future water service and to maintain communication with customers, CPU, 45 days prior to transfer of the system, shall provide written notice of the transfer to their effected customers. The effected customers shall be informed that the existing interim system is temporary and a new water supply shall be provided from the City. The City will also concurrently send pertinent information to the customers concerning the transfer. CPU and City information may be combined in a single mailing packet for convenience.
7. Rates and Charges. Upon the effective transfer to the City, customers within a transferred satellite system area shall pay water rates equal to the rates established for inside City of Vancouver customers, using the same rate schedule as provided to other similar customer classes within the City.
8. Transfer of Liabilities. The City will assume liabilities for operating the Satellite Systems on the effective date of the transfer as provided herein and will collect the payments for such service thereafter. CPU will transfer its accounts receivable from Satellite System customers on the date of transfer. City will remit to CPU payments collected for service prior to the date of the transfer.
9. Fire Hydrants. Each satellite system lacks fire suppression facilities. The City at its sole expense shall install and maintain fire hydrants at locations meeting City fire hydrant standards. Fire hydrants shall be installed and located in accordance with the City's General Conditions and Engineering Standards.
10. Transfer of Lands that Support Well Fields. It is not the intent of the City to maintain ownership or sell its acquired interest in the existing lands that support each well field after decommissioning of the well system and related facilities. Each parcel that supports a well field shall be quit claimed to the property owner on which the well field and supporting facilities is located on.
11. Indemnification.
 - a. CPU agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, CPU's

operation of the Satellite Systems prior to the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from City's negligence or willful misconduct.

- b. City agrees to indemnify, defend, save and hold harmless CPU, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, arising out of, or in connection with, or incident to, City's operation of the Satellite Systems after the effective date of the transfer, as provided for herein. This indemnification shall not apply to liability arising from CPU's negligence or willful misconduct.
- c. CPU and City specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the broadest scope of indemnity permitted by law is provided.

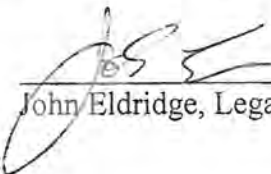
IN WITNESS WHEREOF, the parties have executed this Agreement at Vancouver, Washington, this 23rd day of March, 2010.

CLARK PUBLIC UTILITIES

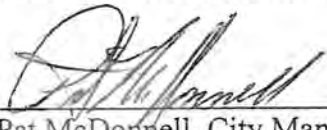

Wayne Nelson/General Manager

Dated: 3-24-10

Approved as to form:

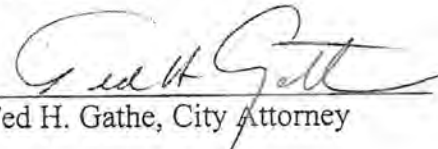

John Eldridge, Legal Counsel

CITY OF VANCOUVER


Pat McDonnell, City Manager

Dated: 4-28-10

Approved as to form:


Ted H. Gathe, City Attorney

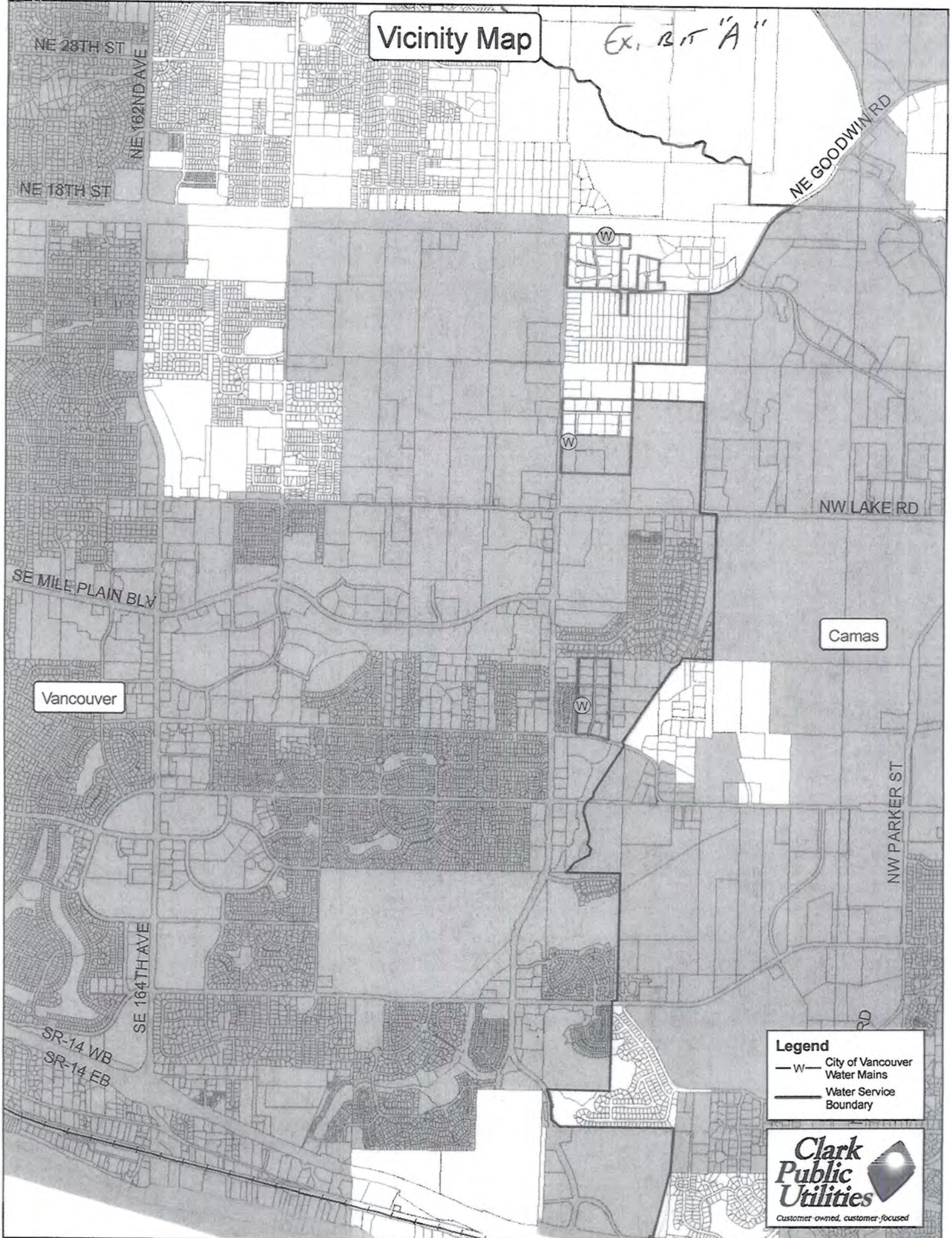
Attest:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

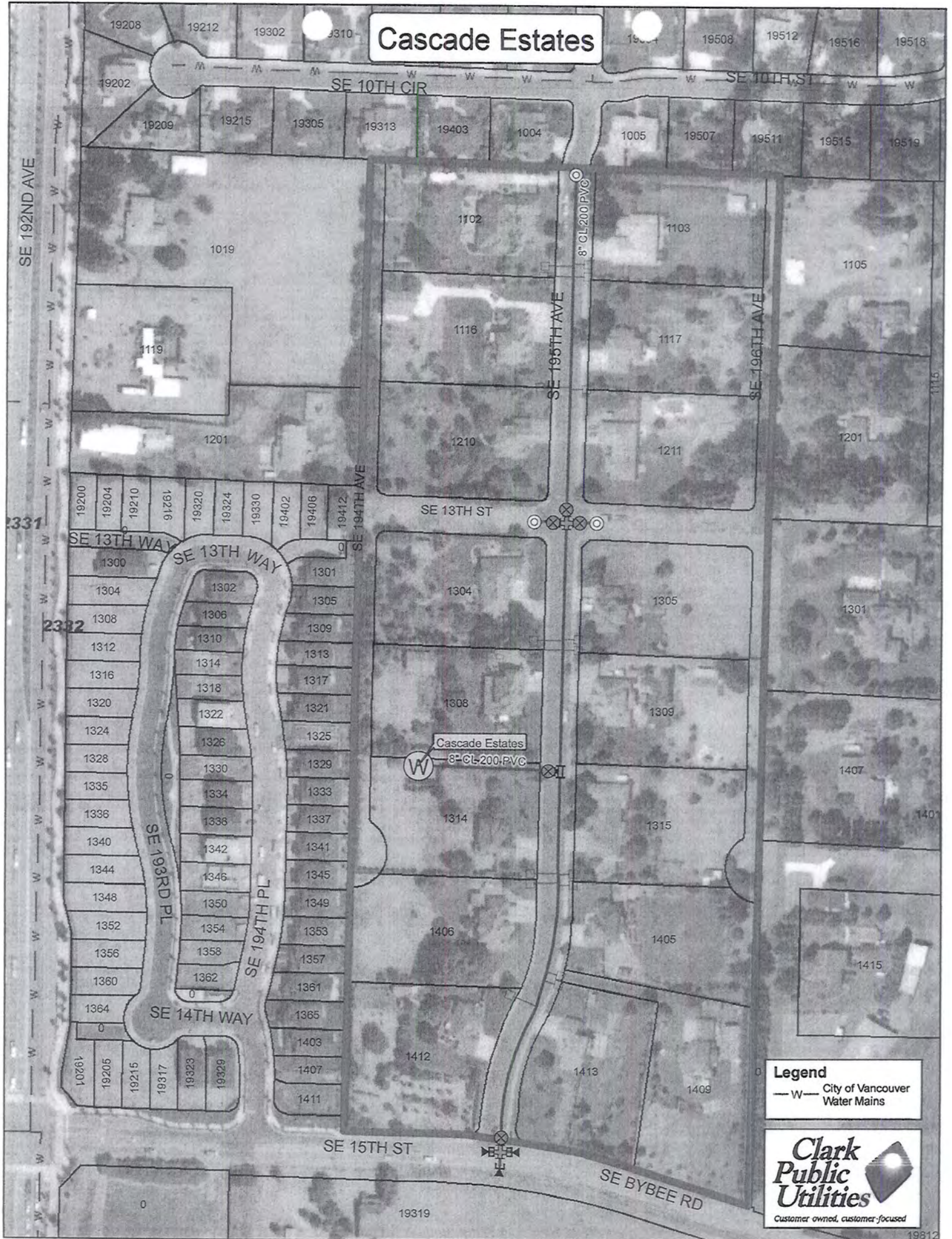
INTERGOVERNMENTAL
TRANSFER AGREEMENT - 4

Vicinity Map

Ex. B or "A"



Cascade Estates



Legend
 — W — City of Vancouver
 Water Mains



Morning Meadows



RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

RELEASE OF WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENT: That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby release any and all interests that it has in the Water line easement described as follows:

A portion of Tax Lot #18 in Section 29, Township 2 North, Range 3 EWM, as recorded in Clark County Assessors File 3767225, more particularly described in the attached Exhibits "A" and "B" by reference made a part hereof.

Executed this _____ day of _____, 2019.

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Attest:

E. Bronson Potter, City Attorney

Natasha Ramras, City Clerk
Carrie Lewellen, Interim City Clerk

State of Washington)
 :SS.
County of Clark)

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

Dated this _____ day of _____, 2019.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____



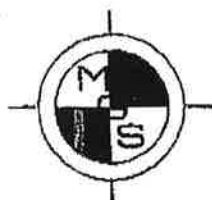
3767225

Page: 4 of 6
12/16/2003 11:13A
Clark County, WA

PUD 1

WEAS

24 00



MINISTER-GLAESER SURVEYING INC.

December 5, 1995

EXHIBIT "A"

An easement for the purpose of drilling, construction, operation, and maintenance of a well and a transport waterline in the Southwest quarter, of the Southwest quarter of Section 29, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of the Southwest quarter of said Section 29;

Thence North $01^{\circ}40'33''$ East, along the West line of the Southwest quarter, of said Section 29, for a distance of 1205.22 feet;

Thence South $89^{\circ}03'37''$ East, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 145.01 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $89^{\circ}03'37''$ East, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 50.00 feet;

Thence North $01^{\circ}40'33''$ East, parallel to the West line of said Section 29, for a distance of 50.00 feet;

Thence North $89^{\circ}03'37''$ West, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 50.00 feet;

Thence South $01^{\circ}40'33''$ West, parallel to the West line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

Also an easement for the purpose of the improvement, operation, and maintenance of a transport waterline over, under, and across a 15.00 foot easement being 7.50 feet left and right of a centerline of which is described as follows:



3767225

Page: 5 of 6

12/16/2003 11:13A

Clark County, WA

PUD 1

WEAS

24.00

Beginning at the Southwest corner of the Southwest quarter of Section 29, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington;

Thence North $01^{\circ}40'33''$ East, along the West line of the Southwest quarter of said Section 29, for a distance of 1330.23 feet to the Northwest corner of the Southwest quarter, of the Southwest quarter of said Section 29;

Thence South $89^{\circ}03'37''$ East, along the North line of the Southwest quarter, of the Southwest quarter of said Section 29 for a distance of 309.09 feet to the TRUE POINT OF BEGINNING;

Thence South $00^{\circ}06'13''$ West, 99.73 feet;

Thence North $87^{\circ}39'28''$ West, 116.81 feet to the terminus of said centerline;

Also an easement for ingress, egress, and utilities over, under, and across a strip of land in the Southwest quarter, of the Southwest quarter of Section 29, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of the Southwest quarter of said Section 29;

Thence North $01^{\circ}40'33''$ East, along the West line of said Section 29, for a distance of 1235.22 feet;

Thence South $89^{\circ}03'37''$ East, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 20.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $89^{\circ}03'37''$ East, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 125.01 feet;

Thence North $01^{\circ}40'33''$ East, parallel to the West line of the Southwest quarter, of said Section 29, for a distance of 20.00 feet;

Thence North $89^{\circ}03'37''$ West, parallel to the North line of the Southwest quarter, of the Southwest quarter of said Section 29, for a distance of 125.01 feet;

Thence South $01^{\circ}40'33''$ West, parallel to the West line of the Southwest quarter of said Section 29, for a distance of 20.00 feet to the TRUE POINT OF BEGINNING.





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Clark County, WA

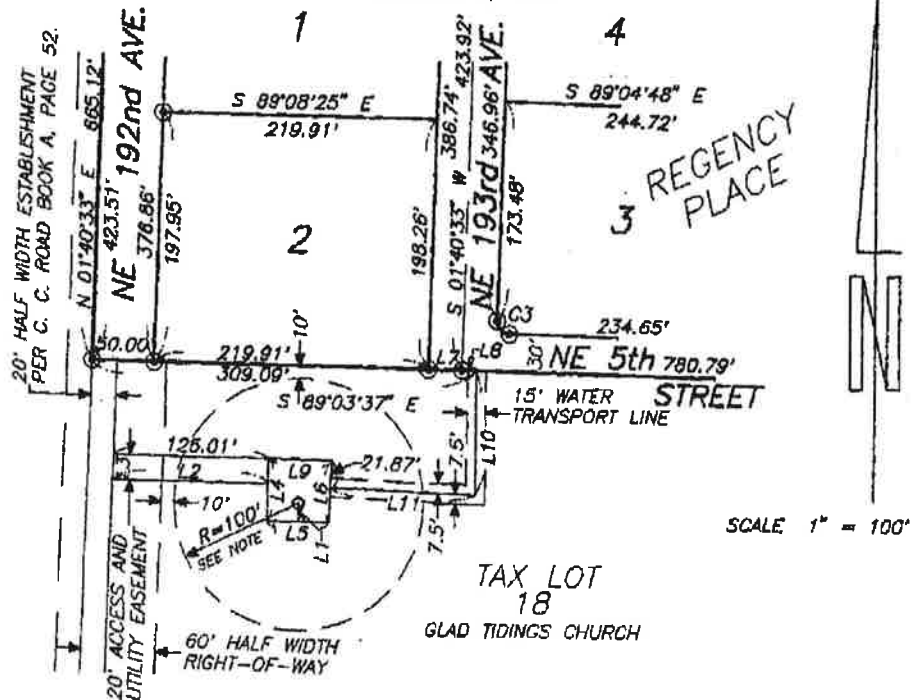
PUD 1

WEARS

24.00

EXHIBIT "B"

WELL, ACCESS, AND WATER TRANSPORT LINE EASEMENTS

JOB NO. 02-315
DECEMBER 8, 1995

SCALE 1" = 100'

NOTE 1:
PROPOSED 100' RADIUS P.U.D.
WATER RESTRICTIVE COVENANT

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 00°58'23" W	15.00'
L2	S 89°03'37" E	125.01'
L3	S 01°40'33" E	20.00'
L4	S 01°40'32" W	50.00'
L5	S 89°03'37" E	50.00'
L6	N 01°40'32" E	50.00'
L7	N 89°03'37" W	27.00'
L8	S 89°03'37" E	12.12'
L9	N 89°03'37" W	50.00'
L10	S 00°06'13" W	89.73'
L11	N 87°39'28" W	116.81'

LEGEND

○ CENTER OF WELL HEAD

PREPARED BY:
MINISTER AND GLAESER
SURVEYING, INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA., 98661
(360) 694-3313



12/1/95

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

RELEASE OF WATER RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENT: That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar (\$1.00) and other good and valuable consideration does hereby release any and all interests that it has in the Water Restrictive Covenant described as follows:

A Portion of Serial No. 176164-000, Tax Lot #18 in
Sec. 29-2-3 EWM As recorded in Clark County
Assessors File 3767226, more particularly described in
the attached Exhibits "B" and "C" by reference made a
part hereof.

Executed this _____ day of _____, 2019.

CITY OF VANCOUVER

Eric Holmes, City Manager

Approved as to form:

Attest:

E. Bronson Potter, City Attorney

Natasha Ramras, City Clerk
Carrie Lewellen, Interim City Clerk

State of Washington)
 :ss.
County of Clark)

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

Dated this ____ day of _____, 2019.

NOTARY PUBLIC in and for the state
of Washington residing at _____
My Commission expires: _____

**3767226**

Page: 5 of 6

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Clark County, WA

PUD 1

COV

24.00

EXHIBIT "B"

Portion of Serial No. 176164-000, Tax Lot #18 in Sec. 29-2-3 EWM

(Legal description of restricted area)

A 100 foot radius protective covenant and restriction, the radial point being described as follows:

Beginning at the Southwest corner of the Southwest quarter of Section 29, Township 2 North, Range 3 East of the Willamette Meridian;
Thence North $01^{\circ}40'33''$ East, along the West line of the Southwest quarter of said Section 29, for a distance of 1205.22 feet;
Thence South $89^{\circ}03'37''$ East, parallel to the North line of the Southwest quarter of the Southwest quarter of said Section 29, for a distance of 170.01 feet to a point on the South line of the easement conveyed to Public Utility District No. 1 of Clark County;;
Thence North $00^{\circ}56'23''$ East, for a distance of 15.00 feet to the center of said 100 foot radius and the center of the well head.



3767226

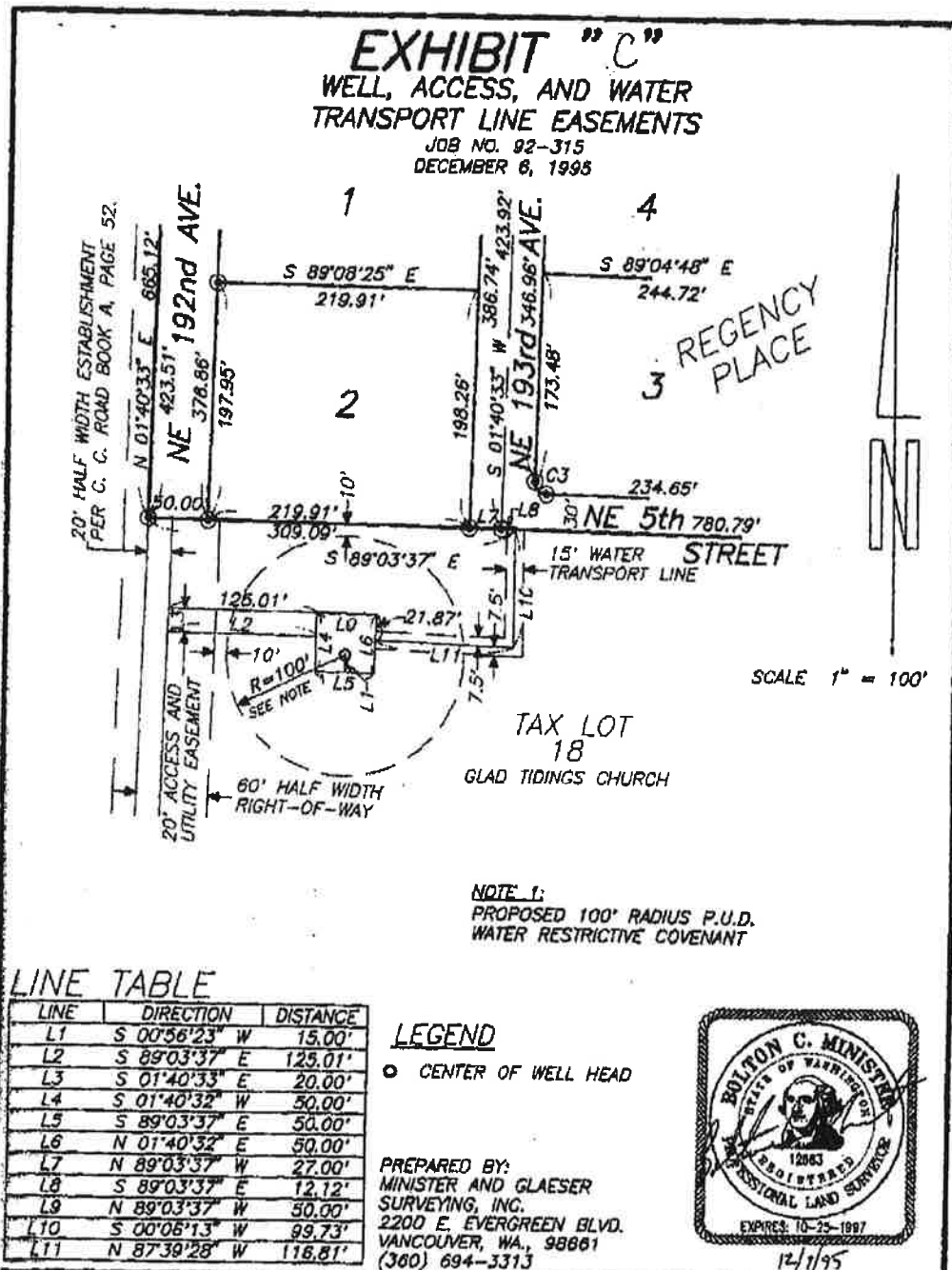
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PUD 1

COV

24 00

Clark County, WA





Staff Report 006-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Approval of Pearson Field Airport T-Hangar Rental Agreements

Key Points

- One of the sources of revenue for Pearson Field Airport is through the rental of T-Hangars.
- The City Council is being asked to approve the new rental agreement template and to delegate the authority to the City Manager or designee for negotiating with prospective tenants, including setting rental rates and other fees and executing the agreements.

Strategic Plan Alignment

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

Goal 5, Objective 5.1, Action 2: Develop Pearson Airfield to optimize its value as a community asset.

Present Situation

Pearson Field Airport is operated by the City as an enterprise fund and receives no general fund support. One of the sources of revenue for the airport is through the rental of aircraft hangars (T-hangars) to individuals, businesses, non-profits and public agencies. The airport would like to update the rental agreement form. Per RCW 35.22.302, the authority to approve rental agreements rests with the City Council. If Council were to approve each individual rental agreement, there would be 2-4 agreements per month, and due to Council agenda scheduling there would be a 3-4 week delay in approving agreements. This would result in lost revenue for the airport and an increased workload for both staff and Council. The alternative is for Council to approve the template of the rental agreement and delegate the authority for negotiating, including setting rental rates and other fees and executing the agreements, to the City Manager or their designee.

Advantage(s)

1. There would be a quicker turnaround on approving rental agreements since they would not need to individually come to City Council for approval.
2. The airport would have the ability to start collecting rent on the hangars sooner.

Disadvantage(s)

None

Budget Impact

Under the new plan, Airport revenue received may increase compared to previous years.

Prior Council Review

None

Action Requested

Approve as to form the T-Hangar rental agreements for Pearson Field Airport and delegate to the City Manager or designee the authority to negotiate, including setting rental rates and other fees, and execute the rental agreements.

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

ATTACHMENTS:

- ▣ Resolution
- ▣ 2019 T-Hangar Rental Agreement

1/7/2019

RESOLUTION NO. M-_____

A RESOLUTION approving, as to form, the Pearson Field Airport T-Hangar rental agreement and delegating the authority for negotiation of terms, executing such agreements, and the authority to update the rental agreement form as necessary to the City Manager or designee.

WHEREAS, the City of Vancouver is the owner and operator of Pearson Field Airport, located in the Vancouver National Historic Reserve, a federally designated national historic site; and

WHEREAS, Pearson Field is operated by the City as an enterprise fund and receives no general fund support; and

WHEREAS, one source of revenue for the airport is through rental of City-owned airplane hangars to private individuals, businesses, non-profits and public agencies; and

WHEREAS, per Revised Code of Washington (RCW) 35.22.302 the authority to approve rental agreements rests with the City Council; and

WHEREAS, the Council also has the ability to approve the template of the rental agreement and delegate authority for negotiation of terms, executing the agreements, and the authority to update the rental agreement form as necessary to the City Manager or designee.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Council hereby approves, as to form, the 2019 T-hangar rental agreement.

RESOLUTION - 1

Section 2. The City Council hereby delegates its authority to negotiate terms, execute T-hangar rental agreements, and update the rental agreement form as necessary to the City Manager or designee.

DATED this _____, 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

RESOLUTION - 2

PEARSON FIELD AIRPORT

T-HANGAR RENTAL AGREEMENT INDIVIDUAL AND CO-OWNERS

This RENTAL AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 20____ between the City of Vancouver, a municipal corporation of the State of Washington ("City") and _____, in their personal and individual capacity, (See Addendum A) DBA _____ ("Renter").

WHEREAS, the City is the owner and operator of Pearson Field Airport, located in Clark County, Washington; and

WHEREAS, the Renter is interested in renting T-Hangar space at Pearson Field Airport for the purpose of housing aircraft; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of such occupancy and use of the facilities at Pearson Field Airport;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for the other good and valuable consideration, the parties agree as follows:

SECTION 1. PREMISES

The City hereby agrees to rent to Renter, subject to the terms and conditions set forth in this Agreement, the following property:

Space No. _____ in T-Hangar _____ located at Pearson Field Airport.

SECTION 2. TERM

This Agreement shall be on a month-to-month basis, commencing on the ____ day of _____, _____ ("Effective Date"), and renewing automatically on a month-to-month basis until terminated.

SECTION 3. RENT

3.1 Monthly Rent. The rent for the assigned T-Hangar shall be \$_____ per month. Rent for any period that is less than thirty (30) days, shall be at a prorated portion of the monthly rent. Renter also agrees to pay any other additional city, state or federal taxes payable or which may become payable by the City associated with the rented property covered under this Agreement. Rents owing under the terms of this Agreement shall be paid in advance on or before the 10th day of each month to:

City of Vancouver- Pearson Field
Finance Department
P.O. Box 1995
Vancouver, Washington 98668-8995

Or at such other place or in such other manner (*e.g.* electronic transfer) as the City may designate; notwithstanding the City's right to exercise the provisions under Section 5.3 Default.

3.2 Identification of Renter. If more than one person executes this Agreement as Renter: (i) each of them is liable for performing all of the terms of this Agreement required to be performed by Renter, and (ii) the term "Renter" as used in this Agreement includes each of them. The notice from, or notice or refund to, or the signature of any one or more of them, with respect to this Agreement, including, but not limited to, any renewal, extension, termination or modification of this Agreement, is binding upon each and all of the persons executing this Agreement as Renter with the same force and effect as if each and all of them had so acted or so given or received such notice or refund or so signed. Furthermore, each "renter" shall be identified in the rental Agreement, and shall be required to sign the rental Agreement. Anyone who has not signed the rental Agreement shall have no rights under this Agreement, including access to the rented space.

3.3 Deposit Applied Towards Last Month Rental Sum. At the time of signing of this Agreement, Renter shall deliver to the City the deposit amount of \$_____, in addition to the first month's rent, as consideration for the rental of the premises described in Section 1. Said amount shall become the property of the Airport, and Renter shall not receive any income from, nor retain any interest in, the deposit amount, except that said amount shall be applied towards Renter's last month's rent, at the termination of the Agreement, should Renter fully perform and comply with the terms and

conditions of this Agreement. Renter acknowledges that the last month's rent may exceed the amount of the deposit described in this section. Renter agrees to provide City the difference between the deposit and the last month's rent, if any, in order to make payment in full for the total amount due on Renter's last month's rent. In the event, Renter fails to fully perform and comply with the terms and conditions of this Agreement, City shall be fully entitled to the entire sum of said deposit, in addition to any and all other remedies available at law.

3.4 Rent Increases. The City reserves the right to increase the monthly rental amount of the rented premises by providing Renter thirty (30) days advance written notice.

SECTION 4. USES OF PREMISES

It is the intention of Pearson Field Airport to be compliant with FAA rules and current guidance regarding both acceptable and prohibited use of hangars.

4.1 Use. Renter agrees that it will utilize the rented premises for the storage of at least one Renter owned aircraft, and for no other purpose other than reasonable storage of other items not expressly prohibited in this Agreement or in Vancouver Municipal Code (VMC). In addition to aircraft storage, permitted uses include storing aircraft handling equipment, e.g. tow bar, glider tow equipment, workbenches, tools and materials used to service, maintain, repair or outfit aircraft and items related to ancillary or incidental use that do not affect the hangars primary use .

4.2 Prohibited Uses. The following uses are not permitted in T-hangars:

- Use as a residence;
- Commercial activities as defined in Minimum Standards for Commercial Activities at Pearson Field (March 23, 2015). Operating, storing and maintaining an aircraft used in the conduct of an owner's non-commercial activities (Minimum standards 5.2) is permitted;
- Activities that impede the movement of the aircraft or other aeronautical contents in and out of the hangar;

- Activities that displace the aeronautical contents of the hangar or impede access to aircraft or other aeronautical contents of the hangar;
- More than di minimis storage of household items that could be stored in commercial storage facilities;
- Storage for longer than twelve (12) months of derelict, non-airworthy or scrap aircraft and parts;
- Storage of fuel and other dangerous hazardous materials unless otherwise allowed under the terms of this Agreement;

4.3 Ownership of Aircraft. Renter shall be the owner of the aircraft stored in the rented premises. In the event that an aircraft is owned by multiple parties, each owner shall sign this Agreement in order for it to be executed. Aircraft ownership shall be established by the parties' name(s) appearing on the Federal Aviation Administration Form (AC Form 8050-3) Certificate of Aircraft Registration, a copy of which shall be attached to this Agreement. Should the Renter sell the aircraft during the term of this Agreement, and purchase another aircraft, a copy of the new aircraft AC Form 8050-3 will be sent to the Airport Manager within thirty (30) days. If the Renter is unable to provide proof of purchase of a new aircraft within sixty (60) days after the sale of the previous aircraft, this Agreement shall automatically terminate.

4.4 Airworthiness Certificate. Renter's aircraft shall have a current airworthiness certificate or must be issued an aircraft airworthiness certificate within six (6) months of the commencement date of this Agreement. Extensions of up to six (6) months may be granted, depending on the status of the airport's hangar wait list, for repair of damaged aircraft or for kit builders making good faith progress on an agreed-upon completion schedule. An agreed-upon completion or extension schedule shall be in writing and approved by the Airport Manager.

4.5 Maintenance of Premises. Renter shall maintain all premises covered by this Agreement in a safe, clean, orderly and inviting condition at all times, free of any debris or waste materials, and in like condition as of the effective date of this Agreement excepting normal wear. Renter shall at all times

keep the adjacent taxiway and pavement of the rented hangar door free of any and all obstructions or interferences to adjacent hangars. Requests for T-Hangar or airport repair shall be made to the Airport Manager in writing. The City shall be responsible for the repair and maintenance to reasonable and customary standards of the building structure including foundation, roof, walls, electrical/lighting systems, hangar doors and structural supports.

4.6 Hangar Access and Inspection. It is the Renter's responsibility to ensure the City has current contact information for the Renter including address, phone number(s), and e-mail. Renter shall allow the City's authorized representatives access to the hangar for the purpose of emergency response, inspection, maintenance, repairs and for any other purpose authorized by law. Except in the case of emergency, the City shall give the Renter at least 24-hours written notice of intent to enter. Notice must be provided via e-mail and regular or certified mail to the last known address. Notice must include a telephone number and the proposed time and date of entry, which except in the event of an emergency, shall be during hours when a Renter might reasonably expect to be available. On the date and time stated in the notice, the City has the authority to access and secure the hangar for the purposes stated above.

Renter is required to use a City-issued lock for the rented hangar to which the City shall have a master key. The City will provide Renter with a lock and up to two keys for use on the hangar at no cost. In the event that the Renter should need new key(s) or locks, the Renter shall notify the Airport Manager and shall reimburse the City \$_____ for the cost of each key replacement and \$_____ for each lock replacement. Only City-issued locks may be used to secure the rented property. If any other lock is used to secure the rented property, it shall be removed by the City at the Renter's expense.

4.7 Airport Security. The Airport has a gated, access control system that requires a key card for vehicle entry. The City will issue up to two (2) key cards to Renter upon signing of the Agreement. Renter shall maintain gate card security and not allow access to the field by non-authorized parties. Additional key cards may be issued at a cost of \$_____ per card. Lost key cards should be immediately reported to the Airport Manager. At the termination of this Agreement, Renter must return all City issued access cards to the City within ten (10) days. If all cards are not returned to the City within ten

(10) days, Renter may be charge \$_____ per card without further notice.

SECTION 5 .TERMINATION AND DEFAULT

5.1 Possession of Premises. This Agreement is not effective until execution by and delivery to both City and Renter. Renter shall not be entitled to take possession of the premises until this Agreement is fully executed.

5.2 Termination. This Agreement shall be subject to termination by either party by providing a minimum of thirty (30) days written notice to the other party. All written notices shall be made pursuant to Section 9.10 of this Agreement. Upon termination of the Agreement by either party, should any items or debris be left in the T-hangar or if any oil or substances, except that which may have been present on move-in, are left on the floor that require removal or cleaning, all costs pertaining to cleaning the T-hangar, shall be the liability of the Renter. If the airport incurs any cost associated with hangar cleaning after the Renter has vacated, the Renter will be billed for the full amount. Upon termination of this Agreement, Renter shall have no further right or interest in the rented premises and the City shall be entitled to have the rented premises returned to it.

5.3 Removal of Renter's Property Upon Default. If Renter shall be in arrears in the payment of the rent for a period of sixty (60) days or if Renter shall fail or neglect to observe any of the covenants and agreements contained in this Agreement and such default shall continue for ten (10) days or more after City deposits in the United States mail written notice (Per Section 9.10) of such failure or neglect addressed to Renter with address that Renter supplied to City, or if Renter shall be declared bankrupt or insolvent according to law, or if any assignment of Renter's property shall be made for the benefit of creditors, or if on the expiration of this Agreement, Renter fails to surrender possession of the rented premises, the City may, immediately or at any time thereafter, without commencing and maintaining an unlawful detainer action, enter the rented premises and repossess the same and expel Renter and those claiming by, through and under Renter and remove Renter's property at Renter's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any

remedy which otherwise might be used for failure to pay rent or other breach of this Agreement. The City will store property it removes from the premises for a period of sixty (60) days, after which the City may sell the property by any means it may choose and apply the proceeds to costs of sale, repair or cleaning of premises and to rents owed by Renter, and shall remit to Renter any remaining proceeds of such sale.

SECTION 6. CONDITIONS AND ALTERATIONS

6.1 Condition of Premises. Renter accepts the rented premises in the existing, as is, condition. Except as described in section 4.5 the City makes no warranty or guarantee concerning the condition of the rented premises, including the physical condition, or any condition which may affect the rented premises, and it is agreed that the City will not be responsible for any loss, damage or costs which may be incurred by Renter by reason of any such condition or conditions.

6.2 Alterations. Renter shall make no alterations, additions, modifications, replacements or improvements to either the interior or exterior of the rented space during the term of this Agreement, without obtaining the Airport Manager's prior written approval, including, but not limited to:

- Modifying existing wiring, installing additional outlets, fixtures, or the like;
- Painting, removing, defacing, modifying, bending, drilling, cutting or otherwise altering or modifying any part of the hangar;
- Attaching any hoisting or holding mechanism (i.e. chain-fall, block, tackle or any other hoisting device) to any part of the hangar or passing any such mechanism over the struts or braces.

6.3 Title to Improvements. Title to all authorized improvements constructed, installed or attached to the premises shall become the property of the City. Any unauthorized improvements may be removed by the City at the Renter's expense, or in the alternative may become the property of the City at the City's sole discretion.

6.4 Floodplain. The Renter acknowledges that the rented premise is located within the 100-year

floodplain and by executing this Agreement, acknowledges the potential of damage to property in the event of a major flood and hereby releases and holds harmless the City, its officials, employees and agents. If it becomes necessary, the City may provide a gate or opening in the fence for movement of aircraft to higher ground.

SECTION 7. LAWS, RULES AND REGULATIONS

Renter shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operation at Pearson Field.

7.1 City Regulations. During the terms of this Agreement, the City shall have the right to adopt and enforce reasonable rules and regulations, which may be amended from time to time, for the use of Pearson Field and related facilities, which Renter agrees to observe and obey.

Rules and regulations (VMC 10.5) for the use of T-hangars include but are not limited to:

- Renter shall not hang, attach or mount anything to any portion of the structure and shall not drill holes in any portion of the structure.
- Renter shall not drill holes in or modify the floor.
- Aircraft engines shall not be operated inside T-Hangars.
- T-Hangar doors shall remain closed at all times when not in use.
- Renter shall have in each rented hangar one fire extinguisher, type 2A-10-BC, with current inspections. Renter is required to allow the City to periodically inspect fire extinguishers.
- Renter shall keep floors of hangars and adjacent areas free and clear of all oil, grease and flammable material and shall provide and utilize a drip pan under the aircraft.
- Use of gas-fired heaters is prohibited.
- Flammable and/or combustible materials:
 - No more than five (5) gallons total of flammable and/or combustible materials may be stored in the T-hanger. These materials include, but are not limited to, gas, oil, fuel, and any other flammable and/or combustible material.
 - All flammable and/or combustible materials must be stored in well maintained “listed” storage containers designed for that type of material.

- Any container with flammable and/or combustible material is considered full for the purposes of fire inspections regardless of the quantity of material in the listed container.
- Renter shall provide “listed” metal receptacles with self-closing covers for the storage of oily wastes, rags or other volatile material produced in their rented premises.
- With the exception of limited soldering and use of a heat gun, hot work including but not limited to welding, grinding, brazing and cutting is prohibited.

7.2 Landlord Tenant Regulations. This Agreement is subject to the applicable statutory provisions of Title 59 RCW, Landlord-Tenant, which by this reference are fully incorporated herein as though set forth verbatim.

SECTION 8. INDEMNITY AND INSURANCE

8.1 Indemnity. Renter agrees fully to indemnify, and save and hold harmless the City, its officials, employees and agents, from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, or to the leased premises, caused by the fault or negligence or alleged fault or negligence of Renter, its agents or employees, in the use or occupancy by Renter of the premises covered by this Agreement; provided, however, that Renter shall not be liable for any injury or damage or loss occasioned by the sole negligence of the City, its agents or employees.

8.2 Insurance. Renter agrees to carry and keep in force general liability insurance covering personal injury, death and property damage, liability insurance, and such other insurance as may be necessary to protect the City herein from such claims. Without limiting its liabilities Renter agrees to maintain a standard form of insurance policy in the sum of not less than \$500,000 for any one person and \$500,000 for any one occurrence. The liability insurance for bodily injury shall be a limit of \$500,000 for any one occurrence. In lieu of the aforementioned limits, Renter may carry a policy providing \$500,000 combined single limit bodily injury and property damage liability. Such policy or policies shall name City as an additional insured and be on file with the City. Renter agrees that insurance carried by Renter against all risk, loss and/or damage shall contain a clause whereby Renter

and Renter's insurer waives its rights of subrogation against the City and Renter shall provide evidence of such waiver to the City.

SECTION 9. GENERAL PROVISIONS

9.1 Assignment, Transfer and Subletting. Renter shall not at any time assign, sublease or transfer any rights to this Agreement or any of the rights, privileges, uses or interests arising hereunder.

9.2 Non-Waiver. Any waiver of any breach of covenants herein contained to be kept and performed by either party hereto, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance or payment of rental shall not be deemed a waiver.

9.3 Quiet enjoyment. The City agrees that on payment of the rent and performance of the covenants and agreements on the part of the Renter to be performed hereunder, Renter shall peaceably have and enjoy the rented premises and all rights and privileges of Pearson Field, its appurtenances and facilities.

9.4 Attorney fees. In the event any action, suit or proceeding is brought to collect the rent due, or to become due hereunder, or any portion thereof or to take possession of said premises or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement, Renter agrees to pay the City such sum as the Court may adjudge reasonable as attorney costs and fees to be allowed in said suit, action or proceeding, and in the event of an appeal as allowed by the Appellate Court.

9.5 Assurance Subordination. This Agreement shall be subordinate to the provisions of any agreement between the City and the United States relative to the operation or maintenance of Pearson Field, the execution of which has been required as a condition precedent to the expenditure of federal funds for the development of Pearson Field.

9.6 Non-Discrimination. Pursuant to Title VI of the Civil Rights Act of 1964, by Part 15 of the Federal Aviation Regulations and by the City of Vancouver Charter, Article VII, Section 7.10, Lessee agrees it will not discriminate on the basis of age, race, color, national origin, ethnicity, creed, religious opinions or affiliations, sexual orientation, gender identity/expression, pregnancy, marital status, family status, mental or physical disability, military status, status as a veteran or any other protected status, and will not permit discrimination against any person or group of persons in any manner prohibited by Part 5 of the Federal Aviation Regulations. The City reserves the right to take such action as the United States may direct to enforce the provisions of this covenant, or as it may find necessary.

9.7 Interpretation of Agreement. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving any rights or ownership enjoyed by the City in Pearson Field, or in any manner waiving or limiting its control over the operation, maintenance, etc., of Pearson property except as is specifically provided for herein or in derogation of such governmental rights as the City poses.

9.8 Invalid Provisions. In the event any covenant, condition, or provisions herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of such covenant, condition or provision does not materially prejudice either the City or Renter in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

9.9 Successors and Assigns Bound by Covenants. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the legal representative, successors, and authorized assigns of the respective parties hereto.

9.10 Notices. Notices to the City, provided for herein, shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Pearson Field Airport Manager
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995.

Notices to Renter shall be sufficient if sent by certified mail, postage prepaid, addressed to:

9.11 Cessation of Operation. In the event Pearson Field permanently ceases to be operated as an airport during the term of this Agreement, City and Renter's mutual obligations hereunder will cease. Nothing herein shall be construed to interfere with the City's right to cease such operation for a valid governmental purpose. Renter agrees to waive any and all claims for damages should Pearson Field cease operation.

9.12 Entire Agreement. This Agreement constitutes the entire agreement of the parties and cannot be modified or changed unless done so in writing and signed by the parties to this Agreement.

I agree to enter into this Rental Agreement in my personal and individual capacity and/or dba _____ . I affirm that I understand and agree to the terms and conditions of this Agreement.

EXECUTED this ____ day of _____ 20__.

CITY OF VANCOUVER,
A Municipal Corporation

RENTER

By: Airport Representative

By:

By: City Representative

(Home Phone)

(Business Phone)

(Cellular Phone)

(E-mail)

Aircraft Type: _____

Aircraft Registration No. _____

City Lock No. _____

No. of Keys issued _____

City Gate Card Numbers: _____

ADDENDUM A: ADDITIONAL RENTERS

Per this Agreement, if more than one person is renting the hangar, each renter needs to be identified and is required to sign the rental Agreement.

ADDITIONAL RENTER

(Name)

(Home Phone)

(Business Phone)

(Cellular Phone)

(E-mail)

(Signature)

ADDITIONAL RENTER

(Name)

(Home Phone)

(Business Phone)

(Cellular Phone)

(E-mail)

(Signature)



Staff Report 007-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Tourism Promotion Contract with Visit Vancouver USA

Key Points

- The City imposes a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities to support tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee (LTAC), which is required by state regulations in order to expend the funds, is making a recommendation to the City Council to approve a three-year lodging tax grant for Visit Vancouver to provide tourism-related services.
- LTAC has recommended that Council fund the proposed Visit Vancouver request. For 2019, the grant would be for \$351,467. For 2020 and 2021, the grant would be funded by allocating 15% of the total lodging tax fund from each previous year.
- Staff is proposing a different recommendation that Council fund the proposed request of \$351,467 for 2019, and for 2020 and 2021, allocate 65% of the annual appropriation for the community lodging tax grants to Visit Vancouver.
- Per state law, if Council chooses to modify the LTAC recommendation, the item must be returned to the LTAC for a comment period of at least 45 days before Council can take final action.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

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

Present Situation

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on hotel and motel room nights. Those funds can only be used to support tourism-related projects, events and facilities. Two percent of Vancouver lodging tax is dedicated to debt service for the downtown Hotel/Convention Center. The other 2% is dedicated by the City Council to capital improvements for the Hotel/Convention Center and for other tourism-related projects, including community grants.

For 2019, the Lodging Tax Advisory Committee (LTAC) reviewed 22 grant proposals totaling \$967,990. The amount available for grants in 2019 is \$550,817. In addition to recommending full or partial funding for twelve grants totaling \$196,775, LTAC is recommending funding a three-year tourism promotions service contract with Visit Vancouver.

Visit Vancouver requested and LTAC is recommending that Council fund a grant of \$351,467 for 2019, and for 2020 and 2021, allocate 15% of the total lodging tax fund available to support this grant. With this funding strategy, as the lodging tax income increases, the amount of annual funding for Visit Vancouver would also increase.

Staff is also recommending that Council fund the grant of \$351,467 for 2019; however for 2020 and 2021, staff is recommending a revised formula where Council would allocate 65% of the annual appropriation for the lodging tax community grants to the Visit Vancouver contract.

For the 2020 and 2021 community grants, Council has appropriated \$500,000 per year in the 2019-2020 biennial budget. If the City allocates 15% of the total lodging tax fund, rather than 65% of what is appropriated for the grants, Visit Vancouver's share of the funds will increase and the amount available for community grants will be reduced every year. Specifically, if the lodging tax revenues continue to be generated on the trend seen through 2018, the dollar amount available for all other grants outside of the Visit Vancouver contract will decrease from \$196,000 in 2019 to a little over \$80,000 in 2020 and only \$50,000 in 2021.

Council can adopt the attached resolution allocating 15% of the total lodging tax funds from the previous year to support a three-year tourism promotions grant with Visit Vancouver. Or Council may choose to modify the LTAC recommended funding formula to allocate 65% of the annual lodging tax community grant appropriation to fund the Visit Vancouver grant. If Council chooses to modify the recommendation, per the RCW's it must be returned to LTAC for a comment period of at least 45-days before Council can take action approving the recommendation.

Advantage(s)

Grant funds will support the tourism promotion work of Visit Vancouver, the region's destination marketing organization, which has a long and successful track record in the tourism industry.

Disadvantage(s)

If the Visit Vancouver contract is funded by a formula of 15% of the total lodging tax dollars, then it is expected that significantly less funding will be available for other community grants each year this contract is in place.

Budget Impact

For 2019, the contract will be for \$351,467 and funds are available in the 2017-2018 biennial budget. Contracted amount will vary for 2020 and 2021 depending on whether Visit Vancouver is allocated 15% of the total lodging tax revenue or 65% of the funds appropriated for the grants. For either option, funds are available in the 2019-2020 biennial budget.

Prior Council Review

None

Action Requested

Approve the Lodging Tax Advisory Committee's recommendation and award a three-year tourism promotions grant to Visit Vancouver and authorize the City Manager or his designee to execute a professional services agreement. Or return the matter to the LTAC for comment on the staff proposed alternative allocation.

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

ATTACHMENTS:

- ▯ Resolution - LTAC Recommendation

01/07/19

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds to Visit Vancouver, USA for tourism services for 2019-2021 as recommended by the City Council-appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion; and

WHEREAS, the Lodging Tax Advisory Committee is recommending the City Council approve a three –year lodging tax grant for Visit Vancouver to provide tourism related services and allocate fifteen percent (15%) of the total lodging tax received in the previous year to fund the grant each year.

RESOLUTION - 1

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended by the City of Vancouver's Lodging Tax Advisory Committee, the City Council approves a three –year lodging tax grant, 2019-2021, for Visit Vancouver to provide tourism related services and allocates fifteen percent (15%) of the total lodging tax received in the previous year to fund the grant each year.

Section 2. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with Visit Vancouver to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 7th day of January 2019.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

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

E. Bronson Potter, City Attorney

RESOLUTION - 2



Staff Report 008-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Award of Lodging Tax Grants for 2019

Key Points

- The City collects a 4% lodging tax on hotel and motel room nights. These funds can be used by municipalities and community organizations and for the purpose of supporting tourism-related events, activities and facilities.
- The City's Lodging Tax Advisory Committee, which is required by state regulations in order to expend the funds, reviewed applications for lodging tax funds and is making recommendations to the City Council.
- Council is being asked to approve partial or full funding for twelve grant applications totaling \$196,775.

Strategic Plan Alignment

Goal 8: Strengthen commercial, retail and community districts throughout the city.

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

Present Situation

RCW 67.28.180 allows municipalities to impose a 4% lodging tax on hotel and motel room nights. Those funds can only be used to support tourism-related projects, events and facilities. Two percent of Vancouver lodging tax is dedicated to debt service for the downtown Hotel/Convention Center. The other 2% is dedicated by the City Council to capital improvements for the Hotel/Convention Center and for other tourism-related projects, including community grants.

For 2018, the City received \$550,817 in lodging tax revenue that is excess to the needs of the Hotel/Convention Center and is available for other tourism-related projects. The RCW requires that in order to expend lodging tax funds, municipalities must appoint a Lodging Tax Advisory Committee, comprising equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council. For

2019, the City solicited lodging tax grant proposals from interested parties and twenty-two proposals were received totaling \$967,990. The Committee reviewed the proposals and is recommending full or partial funding of twelve grants, at a total of \$196,775. They are also recommending a separate service contract with Visit Vancouver.

Per state regulations, the City Council may approve only applications recommended by the Lodging Tax Advisory Committee and only at the amount recommend. Any approved grant recipient must enter into a professional services agreement with the City.

Advantage(s)

Grant funds will support tourism-related events, activities and facilities that help strengthen Vancouver's appeal to day and overnight visitors.

Disadvantage(s)

None

Budget Impact

The 2018 budget contains the appropriation sufficient to cover grants in the amount of \$196,775 in lodging tax funds.

Prior Council Review

None

Action Requested

On January 7, 2019, adopt a resolution awarding the 2019 Lodging Tax Grants as recommended by the Lodging Tax Advisory Committee and authorize the City Manager or his designee to execute professional services agreements with the grant recipients.

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

ATTACHMENTS:

- ▣ Resolution
- ▣ 2019 Lodging Tax Grant Recommendations

1/7/19

RESOLUTION NO. _____

A RESOLUTION relating to the award of lodging tax grant funds for 2019 as recommend by the City Council appointed Lodging Tax Advisory Committee.

WHEREAS, RCW 67.28.180 and 67.28.181 allow municipalities to impose a lodging tax of up to 4% on overnight stays in a lodging establishment such as a hotel, motel, bed and breakfast facility, or campground; and

WHEREAS, funds collected through the lodging tax can be used for the purpose of supporting tourism promotion, including but not limited to events, activities and facilities designed to increase tourism; and

WHEREAS, RCW 67.28.1816 and 67.28.1817 require that in order to expend lodging tax funds, municipalities appoint a Lodging Tax Advisory Committee, comprised of equal numbers of lodging tax generators and potential lodging tax recipients, who will make recommendations on proposed expenditures to the City Council; and

WHEREAS, the City solicited lodging tax grant proposals from interested parties which were reviewed by the Lodging Tax Advisory Committee in order to provide the City Council recommendations on grant funding to support tourism promotion.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in the Lodging Tax Advisory Committee, 2019 Grant Recommendations attached hereto as Exhibit “A”, the recipients are hereby awarded grants for tourism related events, activities and facilities as follows:

RESOLUTION - 1

- A. \$2,500 to Arts of Clark County for the “Open Studios Tour”
- B. \$65,000 to City of Vancouver for “Driver Wayfinding Signage, Phase I”
- C. \$19,200 to the Clark County Historical Society for “Mobile Walking Tour App”
- D. \$2,000 to the Columbia Springs Environmental Education Center for “Visitor Center Promotional Support”
- E. \$8,400 to Cruise the Couve for “Cruise the Couve”
- F. \$15,000 to the Flames for “Hoops for the Community”
- G. \$6,000 to Fourth Plain Forward for “The Fourth Plain Multicultural Festival”
- H. \$18,000 to the Police Activities League for “Apple Tree Marathon”
- I. \$20,000 to The Historic Trust for “A Ride Through History”
- J. \$5,675 to Vancouver’s Downtown Association for “Downtown Information Bicycle”
- K. \$10,000 to Why Community for “Girlfriends Triathlon Festival”

Section 2. The City Manager or his designee is hereby authorized to execute on behalf of the city all necessary agreements with the recipients to ensure compliance with the terms of the grant.

ADOPTED at regular session of the Council of the City of Vancouver, on this 7th day of January, 2019.

Anne McEnery-Ogle, Mayor

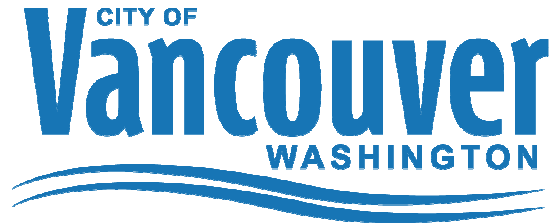
Attest:

Approved as to form:

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

E. Bronson Potter, City Attorney

RESOLUTION - 2



LODGING TAX ADVISORY COMMITTEE 2019 GRANT RECOMMENDATIONS

In alphabetical order by name of organization

- 1. Organization: Arts of Clark County**
Project: Open Studios Tour
Summary: The request is to provide funding for marketing and advertising for the annual Open Studios Tour.
Requested: \$5,000 **Recommended:** \$2,500
- 2. Organization: City of Vancouver**
Project: Downtown Driver Wayfinding Sign Design & Installation
Summary: Request is to fund the first phase of installation of driver wayfinding signs in downtown, Uptown and the waterfront.
Requested: \$65,000 **Recommended:** \$65,000
- 3. Organization: Clark County Historical Society**
Project: Mobile Walking Tour App
Summary: Proposal is to fund development of a walking tour app, working in conjunction with WSUV.
Requested: \$21,280 **Recommended:** \$19,200
- 4. Organization: Columbia Springs Environmental Education Center**
Project: Visitor Center Promotional Support
Summary: Funding would cover promotion of the reopening of the Visitor Center. Committee is not recommending funding for production of t-shirts and other volunteer support material.
Requested: \$6,200 **Recommended:** \$2,000
- 5. Organization: Cruise the Couve**
Project: Cruise the Couve
Summary: Funding for advertising and promotion for the event. Committee did not recommend funding to cover the cost of police services.
Requested: \$20,000 **Recommended:** \$8,400
- 6. Organization: Flames**
Project: Hoops for the Community
Summary: Funding for advertising and promotion of a series of adult and youth basketball tournaments.
Requested: \$15,000 **Recommended:** \$15,000

7. **Organization: Fourth Plain Forward**
Project: Fourth Plain Multicultural Festival
Summary: Request would fund marketing and advertising of the festival.
Requested: \$9,000 **Recommended:** \$6,000

8. **Organization: Police Activities League**
Project: Apple Tree Marathon
Summary: Request would fund marketing and promotions for the marathon. Committee is not recommending funding for other event related expenses.
Requested: \$50,000 **Recommended:** \$18,000

9. **Organization: The Historic Trust**
Project: A Ride through History
Summary: Request would fund the purchase of a small bus and other expenses associated with setting up tours of historic sites in the community. This is a partnership with The Historic Trust, the Historic Museum, the VDA, Ryd and the Vancouver Barracks Military Association.
Requested: \$30,000 **Recommended:** \$20,000

10. **Organization: Vancouver's Downtown Association**
Project: Downtown Informational Bicycle
Summary: This would fund purchase and staffing of an informational bicycle that could be used at events and locations throughout downtown.
Requested: \$5,675 **Recommended:** \$5,675

11. **Organization: Vancouver Farmer's Market**
Project: 30th Anniversary Celebration and Rebranding
Summary: Request would fund a rebranding and refreshed marketing campaign for the Market and expenses associated with their 30th Anniversary celebration.
Requested: \$25,000 **Recommended:** \$25,000

12. **Organization: Why Community**
Project: Columbia River Girlfriends Triathlon Festival
Summary: Request would fund marketing and promotion for the event. Committee is not recommending funding for other event related expenses.
Requested: \$30,000 **Recommended:** \$10,000

The following projects were not recommended for grant funds:

- **Organization: Bravo! Vancouver**
Project: Wine & Jazz Festival Requested: \$60,000

- **Organization: Choice Events**
Project: Craft Beer & Wine Festival Requested: \$60,000

- **Organization: Columbia Council of Camera Clubs**
Project: 2019 Convention "A Creative Vision" Requested: \$5,125

- **Organization: Confluence Project**
Project: A Weekend of Cultural Exploration Requested: \$5,000

- **Organization: Dollar Four**
 Project: Noel Vancouver Requested: \$120,000
- **Organization: Friends of Fort Vancouver**
 Project: Heritage Film Festival and Book Fair Requested: \$56,000
- **Organization: Journey Theater Arts Group**
 Project: Christmas in Vancouver Requested: \$7,700
- **Organization: Vancouver Rotary Foundation**
 Project: Community Tree Lighting Requested: \$10,000
- **Organization: Washington Timbers**
 Project: Expansion of Harmony 3v3 Challenge Requested: \$10,543



Staff Report 009-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Contract with Delta Dental of Washington

Key Points

- Council authorized the creation of the Joint Self Insurance Health Care Benefit Program (City of Vancouver and Vancouver Housing Authority) effective January 1, 2015, in an effort to address rising health care costs.
- The Joint Self Insurance Health Care Benefit Program ("Program") in conjunction with the City's Health Insurance Broker discussed the ability to also self-insure dental benefits for covered employees and their qualified dependents. Because the City already contracts with Delta Dental, there was no need to conduct a request for proposals to solicit bids.
- The City will continue to offer three delta plans, a union plan, non-union plan and LEOFF 1 pensioner plan. The only change will be the structure of the contractual relationship and the City's reduced cost.
- Covered employees and their qualified dependents will see a reduction in rates with no changes to the plan structure in 2019.
- Delta Dental has verified that coverage is effective 1/1/2019.

Strategic Plan Alignment

N/A

Present Situation

The City and the VHA have offered covered employees Delta Dental for the past several decades. Becoming self-insured allows the Program the flexibility to better stabilize health care costs.

Advantage(s)

1. Unbundling the Program's Self-insuring health care and dental care benefits will continue to serve the financial interests of the City.
2. Costs will be approximately 9% lower than those currently charged by a fully-insured

program.

3. Greater control over design of the City's benefits programs.
4. Easier access to plan data.
5. Improved ability to evaluate health care benefit costs and implement cost containment measures.
6. Covered employees and their eligible dependents will see a reduction in cost with no changes to the plan structure.

Disadvantage(s)

None

Budget Impact

Cost reduction in 2019.

Prior Council Review

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

Action Requested

Authorize the City Manager or designee to sign the contract with Delta Dental of Washington for dental insurance coverage, and also authorize the City Manager, or his designee, to approve amendments to the contract including changes to the budget for an amount not to exceed 10% of the original contract amount.

Debby Watts, Benefits Administrator, 487-8401; Debra Quinn, Assistant City Attorney, 487-8500

ATTACHMENTS:

- ▣ Contract - Group No. 0596
- ▣ Contract - Group No. 0854
- ▣ Contract - Group No. 00996
- ▣ Confirmation of Coverage effective 1/1/2019

**Dental Care Service Contract
Declaration Page**

Group Number(s)	00596
Group Name	City of Vancouver & Participating Agencies

Effective Date	12:01 a.m. Pacific Time January 01, 2019
Term	12 Months
Plan Type	Delta Dental PPO SM Local Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington ("DDWA"), a nonprofit corporation incorporated in Washington State. This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Administrative Fee payable by Group under this Contract Term during the period 1/1/2019 through 12/31/2019 shall be \$7.50 per Enrolled Employee. Group's payment shall be in the form of a check or electronic transfer and shall accompany the eligibility listing. DDWA will then update the files and send a new billing to Group for the next month of coverage.

Accepted By:

City of Vancouver & Participating
Agencies
415 W. 6th Street
Vancouver, WA 98660

Accepted By:

Delta Dental of Washington
Post Office Box 75983
Seattle, WA 98175-0983

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____

Vice President

Underwriting and Actuarial

December 18, 2018

Definitions

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility – Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Probationary Period	First of the month following date of hire	Probationary Period Waiver	No
Retroactive Additions	180 Days	Retroactive Terminations	180 Days

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Expenses

Runout Period	12 Months
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Standard Plan

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	Not Covered

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	\$50	Family Out-of-Network	\$150
Deductible Waived on	Class I; Orthodontic		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists	Delta Dental Premier Dentists
	Dentists Outside of Washington State	Non-Participating Dentists in Washington State
Class I	100%	100%
Class II	80%	80%
Class III	50%	50%
Temporomandibular Joint	Not Covered	Not Covered
Orthodontic	50%	50%
Accidental Injury	Not Covered	Not Covered

Buy Up Plan

Plan Maximums

Plan Maximum	\$2,000		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	Not Covered

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	\$50	Family Out-of-Network	\$150
Deductible Waived on	Class I; Orthodontic		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists	Delta Dental Premier Dentists
	Dentists Outside of Washington State	Non-Participating Dentists in Washington State
Class I	100%	100%
Class II	80%	80%
Class III	50%	50%
Temporomandibular Joint	Not Covered	Not Covered
Orthodontic	50%	50%
Accidental Injury	Not Covered	Not Covered

Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
3.2.4	Legislative Surcharge Clause. If, during any term of this Agreement, any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately after providing Group sixty (60) days' notice. All other fee adjustments may only be implemented upon written agreement, fully executed by both parties.
3.2.5	If Group does not agree to the proposed adjustment within 45 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
9.1	This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 90 days prior to the end of the Contract term, except as otherwise specifically provided herein.

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. Administrative Fee: The monthly amount payable by Group as designated on the Declaration Pages.
- 1.2. Benefit Period: The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.3. Certificate of Coverage: The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.4. Contract: This agreement between DDWA and Group, including the Declaration Page, The Certificate of Coverage and any and all appendices and amendment. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.5. Covered Dental Benefit: Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.6. DDWA: Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.7. Declarations Page(s): The front page(s) of this Plan that provides the Group-specific information and variables referred to in the Standard Terms and Conditions.
- 1.8. Delta Dental: Delta Dental Plans Association: A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.9. Delta Dental PPOSM Dentist: A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.10. Delta Dental Premier[®] Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement between DDWA and such Dentist.
- 1.11. Delta Dental Participating Dentist: A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental Provider Agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists and Delta Dental Premier Dentists.
- 1.12. Dentist: A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Contract provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.13. Eligibility Date: The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.14. Eligible Dependent, Eligible Employee, or Eligible Person: Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.15. Employee: A person who is designated as such by the Group for the purposes of this Plan.
- 1.16. Enrolled Dependent, Enrolled Employee, or Enrolled Person: Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Administrative Fee to DDWA.
- 1.17. Filed Fee: The approved fee accepted by DDWA for a specific dental procedure performed by a Delta Dental Participating Dentist, who has performed the dental service and submitted that fee.

- 1.18. Group: The employer or entity that is contracting for dental benefits for its Employees in this Contract.
- 1.19. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.20. Lifetime Maximum: The maximum amount DDWA will pay in the specified covered dental benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.
- 1.21. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.22. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.23. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.24. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Benefits described in this Contract.
- 1.25. Plan Coinsurance: The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.26. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a plan for the purpose of coordination of benefits only.
- 1.27. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.28. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. If indicated on the Declaration Page, DDWA will waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.
- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Administrative Fee by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Administrative Fee on behalf of the Employee.

- 2.1.6. An Enrolled Employee terminates from this Plan at the end of the month that the Employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

- 2.2.1. Dependent coverage under this plan is available as indicated on the Declaration Page.
- 2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.
- 2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.
- 2.2.4. A foster child is covered from the time of placement.
- 2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.
- 2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Administrative Fees by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage.
- 2.2.8. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.9. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.
- 2.2.10. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

- 2.3.1. An Enrolled Employee must complete the enrollment process for themselves or any newly Eligible Dependents within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.
- 2.3.2. DDWA requests that all completed enrollment information is received from the Group within 60 days of the employee or dependent's eligibility date.
- 2.3.3. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.
- 2.3.4. While satisfying the various requirements of the FMLA and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation Requirements, Administrative Fees, Invoicing & Payment, Reimbursement of Claims

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Administrative Fee

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Administrative Fee shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause. If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.6. The monthly Administrative Fee indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.
- 3.3.2. Payment of Administrative Fee is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA. The Group may elect to have DDWA pull the funds from their bank account via an ACH debt transfer around the first of every month.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed amounts will be resolved by direct negotiation between DDWA and Group.
- 3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its option, terminate all benefits and be released from all further obligations as set forth herein.

3.3.5. No person shall be entitled to benefits under this Contract during any month for which Administrative Fee payment has not been received by DDWA.

3.4. Reimbursement of Claims

3.4.1. DDWA shall notify Group weekly of the actual amount of claims paid by DDWA for that week. Notification will be via email, which will constitute an invoice. Group will then have two business days to transfer funds electronically to the appropriate DDWA bank account an amount equal to total claims paid for the week.

3.4.2. Funds are due on the date notified. If the funds are not transferred within five days of notification, a late fee of one percent of total claim dollars on that invoice will be charged. An additional late charge of one percent of the total claim dollars on that invoice will be charged if payment is not received within 30 days of the due date and an additional late charge of one percent of the total claim dollars on that invoice for each subsequent 30-day period for which payment is not received. The charges shall be included by DDWA with a subsequent payment notification.

4. **Benefits and Benefit Disputes**

4.1. Benefits

4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan maximum and deductible as defined on the Declaration Page.

4.1.2. Covered Dental Benefits are available for an Enrolled Person from the enrollment date until such enrollment terminates.

4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists' actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.

4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed dentist. DDWA will pay all the charges incurred for this examination

4.2. Providers

4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the dentist. Contracts between Delta Dental and its Delta Dental Participating Dentists provide that, if Delta Dental fails to pay the dentist any amount owed, the Enrolled Person shall not be liable to the dentist for any sums owed by Delta Dental.

4.2.2. An Enrolled Person may elect the services of any licensed dentist. DDWA is not responsible for availability of any particular licensed dentist. DDWA shall not be held liable for any act or omission on the part of the selected dentist.

4.2.3. DDWA shall be entitled to receive from any attending dentist, or from hospitals in which a dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.

4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.

4.2.5. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider's actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO Local Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA's Non-Participating Dentist – State Specific
Non-Participating Dentist out of Washington State	Participating Dentist

5. Plan Details

5.1. Plan Maximum

- 5.1.1. The maximum amount payable by DDWA for Class I, II and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan maximum based on such incurred date.
- 5.1.2. If Orthodontic Benefits are covered, the lifetime maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.
- 5.1.3. If Temporomandibular Joint (TMJ) services are covered, the annual or lifetime maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

- 5.3.1. The plan deductible, if elected, is indicated on the Declaration Page.
- 5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.
- 5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.
- 5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

6. DDWA's Obligations

6.1. Certificates of Coverage

- 6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.
- 6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost (also known as predetermination of benefits)

- 6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.
- 6.2.2. If a dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online, and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.

6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. **Group's Obligations**

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Administrative Fee, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. **General Provisions**

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within 6 years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Administrative Fee payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA by regular mail to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Administrative Fees have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Administrative Fee or perform Group's other obligations when due.
- b. Any violation of published policies of DDWA.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Administrative Fee Reimbursement

If on termination of this Contract, Group has paid Administrative Fee to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Administrative Fee to Group less any amounts due to DDWA.

9.4. Reinstatement

9.4.1. Acceptance by DDWA of the proper amount of Administrative Fee, after termination of this Contract and without requiring a new application, shall reinstate the Contract as though it had never terminated, unless DDWA shall, within 5 business days of receipt of such payment, either:

- a. Refund the payment so made, or
- b. Issue to Group a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in benefits, coverage or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration.

**Dental Care Service Contract
Declaration Page**

Group Number(s)	00854
Group Name	City of Vancouver & Participating Agencies

Effective Date	12:01 a.m. Pacific Time January 01, 2019
Term	12 Months
Plan Type	Delta Dental PPO SM Local Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington ("DDWA"), a nonprofit corporation incorporated in Washington State. This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Administrative Fee payable by Group under this Contract Term during the period 1/1/2019 through 12/31/2019 shall be \$7.50 per Enrolled Employee. Group's payment shall be in the form of a check or electronic transfer and shall accompany the eligibility listing. DDWA will then update the files and send a new billing to Group for the next month of coverage.

Accepted By:

City of Vancouver & Participating
Agencies

415 W. 6th Street

Vancouver, WA 98660

Accepted By:

Delta Dental of Washington

Post Office Box 75983

Seattle, WA 98175-0983

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____



Vice President

Underwriting and Actuarial

December 18, 2018

Definitions

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility – Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Probationary Period	First of the month following date of hire	Probationary Period Waiver	No
Retroactive Additions	180 Days	Retroactive Terminations	180 Days

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Expenses

Runout Period	12 Months
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Standard Plan

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	Not Covered

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	\$50	Family Out-of-Network	\$150
Deductible Waived on	Class I; Orthodontic		

Plan Selections

Incentive Type	Individual		
Retention Percentage	Not Applicable		
Benefit Waiting Period	Not Applicable	Waiting Period Class	Not Applicable

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists	
	Dentists Outside of Washington State		Non-Participating Dentists in Washington State	
Incentive Level	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III Restorative	80%		80%	
Class III Periodontics and Prosthodontics	50%		50%	
Temporomandibular Joint	Not Covered		Not Covered	
Optional Orthodontic	50%		50%	
Accidental Injury	Not Covered		Not Covered	

Buy Up Plan

Plan Maximums

Plan Maximum	\$2,000		
Orthodontic Maximum	\$2,000 Lifetime	Temporomandibular Maximum	Not Covered

Plan Deductibles

Individual In-Network	No Deductible	Family In-Network	No Deductible
Individual Out-of-Network	\$50	Family Out-of-Network	\$150
Deductible Waived on	Class I; Orthodontic		

Plan Selections

Incentive Type	Individual		
Retention Percentage	Not Applicable		
Benefit Waiting Period	Not Applicable	Waiting Period Class	Not Applicable

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists		Delta Dental Premier Dentists	
	Dentists Outside of Washington State		Non-Participating Dentists in Washington State	
Incentive Level	Minimum Percentage	Maximum Percentage	Minimum Percentage	Maximum Percentage
Class I	70%	100%	70%	100%
Class II	70%	100%	70%	100%
Constant Level	Constant Percentage		Constant Percentage	
Class III Restorative	80%		80%	
Class III Periodontics and Prosthodontics	50%		50%	
Temporomandibular Joint	Not Covered		Not Covered	
Optional Orthodontic	50%		50%	
Accidental Injury	Not Covered		Not Covered	

Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
3.2.4	Legislative Surcharge Clause. If, during any term of this Agreement, any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately after providing Group sixty (60) days' notice. All other fee adjustments may only be implemented upon written agreement, fully executed by both parties.
3.2.5	If Group does not agree to the proposed adjustment within 45 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
9.1	This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 90 days prior to the end of the Contract term, except as otherwise specifically provided herein.

The following Articles are removed from the standard Terms and Condition by this reference.

Section #	
5.4.2	Provision "C" has been removed in its entirety.

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. Administrative Fee: The monthly amount payable by Group as designated on the Declaration Pages.
- 1.2. Benefit Period: The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.3. Certificate of Coverage: The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.4. Contract: This agreement between DDWA and Group, including the Declaration Page, The Certificate of Coverage and any and all appendices and amendment. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.5. Covered Dental Benefit: Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.6. DDWA: Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.7. Declarations Page(s): The front page(s) of this Plan that provides the Group-specific information and variables referred to in the Standard Terms and Conditions.
- 1.8. Delta Dental: Delta Dental Plans Association: A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.9. Delta Dental PPOSM Dentist: A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.10. Delta Dental Premier[®] Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement between DDWA and such Dentist.
- 1.11. Delta Dental Participating Dentist: A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental Provider Agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists and Delta Dental Premier Dentists.
- 1.12. Dentist: A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Contract provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.13. Eligibility Date: The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.14. Eligible Dependent, Eligible Employee, or Eligible Person: Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.15. Employee: A person who is designated as such by the Group for the purposes of this Plan.
- 1.16. Enrolled Dependent, Enrolled Employee, or Enrolled Person: Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Administrative Fee to DDWA.
- 1.17. Filed Fee: The approved fee accepted by DDWA for a specific dental procedure performed by a Delta Dental Participating Dentist, who has performed the dental service and submitted that fee.

- 1.18. Group: The employer or entity that is contracting for dental benefits for its Employees in this Contract.
- 1.19. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.20. Lifetime Maximum: The maximum amount DDWA will pay in the specified covered dental benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.
- 1.21. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.22. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.23. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.24. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Benefits described in this Contract.
- 1.25. Plan Coinsurance: The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.26. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a plan for the purpose of coordination of benefits only.
- 1.27. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.28. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. If indicated on the Declaration Page, DDWA will waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.
- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Administrative Fee by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Administrative Fee on behalf of the Employee.

- 2.1.6. An Enrolled Employee terminates from this Plan at the end of the month that the Employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

- 2.2.1. Dependent coverage under this plan is available as indicated on the Declaration Page.
- 2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.
- 2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.
- 2.2.4. A foster child is covered from the time of placement.
- 2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.
- 2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Administrative Fees by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage,
- 2.2.8. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.9. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.
- 2.2.10. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

- 2.3.1. An Enrolled Employee must complete the enrollment process for themselves or any newly Eligible Dependents within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.
- 2.3.2. DDWA requests that all completed enrollment information is received from the Group within 60 days of the employee or dependent's eligibility date.
- 2.3.3. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.
- 2.3.4. While satisfying the various requirements of the FMLA and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation Requirements, Administrative Fees, Invoicing & Payment, Reimbursement of Claims

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Administrative Fee

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Administrative Fee shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause. If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.6. The monthly Administrative Fee indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.
- 3.3.2. Payment of Administrative Fee is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA. The Group may elect to have DDWA pull the funds from their bank account via an ACH debt transfer around the first of every month.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed amounts will be resolved by direct negotiation between DDWA and Group.
- 3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its option, terminate all benefits and be released from all further obligations as set forth herein.

3.3.5. No person shall be entitled to benefits under this Contract during any month for which Administrative Fee payment has not been received by DDWA.

3.4. Reimbursement of Claims

3.4.1. DDWA shall notify Group weekly of the actual amount of claims paid by DDWA for that week. Notification will be via email, which will constitute an invoice. Group will then have two business days to transfer funds electronically to the appropriate DDWA bank account an amount equal to total claims paid for the week.

3.4.2. Funds are due on the date notified. If the funds are not transferred within five days of notification, a late fee of one percent of total claim dollars on that invoice will be charged. An additional late charge of one percent of the total claim dollars on that invoice will be charged if payment is not received within 30 days of the due date and an additional late charge of one percent of the total claim dollars on that invoice for each subsequent 30-day period for which payment is not received. The charges shall be included by DDWA with a subsequent payment notification.

4. **Benefits and Benefit Disputes**

4.1. Benefits

4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan maximum and deductible as defined on the Declaration Page.

4.1.2. Covered Dental Benefits are available for an Enrolled Person from the enrollment date until such enrollment terminates.

4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists' actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.

4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed dentist. DDWA will pay all the charges incurred for this examination

4.2. Providers

4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the dentist. Contracts between Delta Dental and its Delta Dental Participating Dentists provide that, if Delta Dental fails to pay the dentist any amount owed, the Enrolled Person shall not be liable to the dentist for any sums owed by Delta Dental.

4.2.2. An Enrolled Person may elect the services of any licensed dentist. DDWA is not responsible for availability of any particular licensed dentist. DDWA shall not be held liable for any act or omission on the part of the selected dentist.

4.2.3. DDWA shall be entitled to receive from any attending dentist, or from hospitals in which a dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.

4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.

4.2.5. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider's actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO Local Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA's Non-Participating Dentist – State Specific
Non-Participating Dentist out of Washington State	Participating Dentist

5. Plan Details

5.1. Plan Maximum

- 5.1.1. The maximum amount payable by DDWA for Class I, II and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan maximum based on such incurred date.
- 5.1.2. If Orthodontic Benefits are covered, the lifetime maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.
- 5.1.3. If Temporomandibular Joint (TMJ) services are covered, the annual or lifetime maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

- 5.3.1. The plan deductible, if elected, is indicated on the Declaration Page.
- 5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.
- 5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.
- 5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

5.4. Incentive Level

- 5.4.1. The incentive level elected by Group is indicated on the Declaration Page.
- 5.4.2. If individual incentive level is elected, the following process will establish the incentive level:
 - a. Each Enrolled Person will establish his or her own individual incentive period, which is 12 consecutive calendar months. The initial incentive period begins on the first day of the month during which an Enrolled Person first utilizes dental services available under this Plan. Thereafter, this month establishes the changeover date of the Enrolled Person from one Payment Level to the next. Each Enrolled Person, through Plan utilization, establishes his or her own Payment Levels.
 - b. During the first incentive period in which benefits under the Plan are utilized by an Enrolled Person, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page.
 - c. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen for each successive incentive period during which benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.
- 5.4.3. If group incentive level is elected, the following process will establish the incentive level:
 - a. During the first incentive period in which benefits under the Plan are utilized, DDWA shall pay the minimum percentage as shown in the Declaration Page. During each successive incentive period in which benefits are utilized, the Payment Level shall be increased 10 percentage points to the maximum shown in the Declaration Page. If an Enrolled Person fails to use benefits during an incentive period, the payment level will be decreased by 10 percentage points from the last utilized level. An additional 10 percentage point decrease will happen

for each successive incentive when benefits are not used until the Enrolled Person reaches the minimum payment level specified in the Declaration Page.

5.4.4. Incentive provisions do not apply to the following Covered Benefits (if they are covered under this Plan): Class III; Temporomandibular Joint; Orthodontic; or Accidental Injury.

6. DDWA's Obligations

6.1. Certificates of Coverage

6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.

6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost (also known as predetermination of benefits)

6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.

6.2.2. If a dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online, and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.

6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. Group's Obligations

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and

will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Administrative Fee, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. General Provisions

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within 6 years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Administrative Fee payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as

to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA by regular mail to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Administrative Fees have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Administrative Fee or perform Group's other obligations when due.
- b. Any violation of published policies of DDWA.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Administrative Fee Reimbursement

If on termination of this Contract, Group has paid Administrative Fee to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Administrative Fee to Group less any amounts due to DDWA.

9.4. Reinstatement

9.4.1. Acceptance by DDWA of the proper amount of Administrative Fee, after termination of this Contract and without requiring a new application, shall reinstate the Contract as though it had never terminated, unless DDWA shall, within 5 business days of receipt of such payment, either:

- a. Refund the payment so made, or
- b. Issue to Group a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in benefits, coverage or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration.

**Dental Care Service Contract
Declaration Page**

Group Number(s)	00996
Group Name	City of Vancouver & Participating Agencies

Effective Date	12:01 a.m. Pacific Time January 01, 2019
Term	12 Months
Plan Type	Delta Dental PPO SM Local Plan

Group identified above agrees to a Dental Care Service Contract with Delta Dental of Washington ("DDWA"), a nonprofit corporation incorporated in Washington State. This Contract is issued and delivered in the state of Washington and is governed by Washington State laws. It is subject to the terms listed on these Declaration Page, the general Terms and Conditions, the Certificate of Coverage, and any appendices and amendments, all of which are incorporated and made part this Contract.

Rates

The monthly Administrative Fee payable by Group under this Contract Term during the period 1/1/2019 through 12/31/2019 shall be \$7.50 per Enrolled Employee. Group's payment shall be in the form of a check or electronic transfer and shall accompany the eligibility listing. DDWA will then update the files and send a new billing to Group for the next month of coverage.

Accepted By:

City of Vancouver & Participating
Agencies

415 W. 6th Street

Vancouver, WA 98660

Accepted By:

Delta Dental of Washington

Post Office Box 75983

Seattle, WA 98175-0983

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____



Vice President

Underwriting and Actuarial

December 18, 2018

Definitions

Benefit Period Start	January 1	Benefit Period End	December 31
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Eligibility, Enrollment, and Termination

Eligibility - Employee	As defined by Group	Eligibility – Dependent	As defined by Group
Start Date Election	No	End Date Election	No
Probationary Period	First of the month following date of retirement	Probationary Period Waiver	No
Retroactive Additions	180 Days	Retroactive Terminations	180 Days

Participation

Minimum Enrollment	100		
Participation % Employee	Voluntary	Participation % Dependent	Voluntary

Plan Maximums

Plan Maximum	\$1,500		
Orthodontic Maximum	Not Covered	Temporomandibular Maximum	Not Covered

Plan Deductibles

Individual In-Network	\$75	Family In-Network	\$225
Individual Out-of-Network	\$75	Family Out-of-Network	\$225
Deductible Waived on	Class I		

Plan Coinsurance

Covered Dental Benefits	Delta Dental PPO Dentists	Delta Dental Premier Dentists
	Dentists Outside of Washington State	Non-Participating Dentists in Washington State
Class I	100%	100%
Class II	70%	50%
Class III	50%	50%
Temporomandibular Joint	Not Covered	Not Covered
Orthodontic	Not Covered	Not Covered
Accidental Injury	Not Covered	Not Covered

Expenses

Runout Period	12 Months
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Deviations

All of the Terms and Conditions in this Contract apply, except if specifically modified in this Deviations section. Any modifications listed here supersede all referenced Articles in the standard Terms and Conditions section below.

By this reference, the following sections are deleted and replaced with the custom language.

Section #	Custom Language
Global	The term “Employee” has been replaced with “Retiree” throughout
3.2.4	Legislative Surcharge Clause. If, during any term of this Agreement, any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately after providing Group sixty (60) days’ notice. All other fee adjustments may only be implemented upon written agreement, fully executed by both parties.
3.2.5	If Group does not agree to the proposed adjustment within 45 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
9.1	This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 90 days prior to the end of the Contract term, except as otherwise specifically provided herein.

Dental Care Service Contract Terms and Conditions

1. Definitions

- 1.1. Administrative Fee: The monthly amount payable by Group as designated on the Declaration Pages.
- 1.2. Benefit Period: The time period that applies to the frequencies and limitations. The Benefit Period is shown on the Declaration Page.
- 1.3. Certificate of Coverage: The benefit booklet, which describes in summary form the essential features of the Plan coverage, and to or for whom the benefits hereunder are payable. The Certificate of Coverage is incorporated into this Contract by this reference as if it were fully written in this document.
- 1.4. Contract: This agreement between DDWA and Group, including the Declaration Page, The Certificate of Coverage and any and all appendices and amendment. This Contract constitutes the entire Contract between the parties and supersedes any prior agreement, understanding or negotiation between the parties.
- 1.5. Covered Dental Benefit: Dental services that are covered under this Contract, subject to the limitations and exclusions set forth in the Certificate of Coverage.
- 1.6. DDWA: Delta Dental of Washington, a nonprofit corporation incorporated in Washington State. DDWA is a member of the Delta Dental Plans Association.
- 1.7. Declarations Page(s): The front page(s) of this Plan that provides the Group-specific information and variables referred to in the Standard Terms and Conditions.
- 1.8. Delta Dental: Delta Dental Plans Association: A nationwide not-for-profit organization of dental benefit carriers offering a range of group dental benefit plans.
- 1.9. Delta Dental PPOSM Dentist: A Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental PPO provider agreement, which includes looking solely to Delta Dental for payment for covered services.
- 1.10. Delta Dental Premier[®] Dentist: A Delta Dental Participating Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental provider agreement between DDWA and such Dentist.
- 1.11. Delta Dental Participating Dentist: A licensed Dentist who has agreed to render services and receive payment in accordance with the terms and conditions of a written Delta Dental Provider Agreement, which includes looking solely to Delta Dental for payment for covered services. Delta Dental Participating Dentists include Delta Dental PPO Dentists and Delta Dental Premier Dentists.
- 1.12. Dentist: A licensed dentist legally authorized to practice dentistry at the time and in the place services are performed. This Contract provides for covered services only if those services are performed by or under direction of a licensed Dentist or other Licensed Professional operating within the scope of their license.
- 1.13. Eligibility Date: The date on which an Eligible Person becomes eligible to enroll in the Plan.
- 1.14. Eligible Dependent, Eligible Employee, or Eligible Person: Any dependent, employee or person who meets the conditions of eligibility set forth on the Declaration Page.
- 1.15. Employee: A person who is designated as such by the Group for the purposes of this Plan.
- 1.16. Enrolled Dependent, Enrolled Employee, or Enrolled Person: Any Eligible Dependent, Eligible Employee or Eligible Person, as applicable, who has completed the enrollment process and for whom Group has submitted the monthly Administrative Fee to DDWA.
- 1.17. Filed Fee: The approved fee accepted by DDWA for a specific dental procedure performed by a Delta Dental Participating Dentist, who has performed the dental service and submitted that fee.

- 1.18. Group: The employer or entity that is contracting for dental benefits for its Employees in this Contract.
- 1.19. Licensed Professional: An individual legally authorized to perform services as defined in their license. Licensed Professional includes, but is not limited to, denturists, hygienists, and radiology technicians.
- 1.20. Lifetime Maximum: The maximum amount DDWA will pay in the specified covered dental benefit class for an insured individual during the time that individual is on this Plan or any other Plan offered by this Employer.
- 1.21. Maximum Allowable Fee: The maximum dollar amount that will be allowed toward the reimbursement for any service provided for a Covered Dental Benefit.
- 1.22. Non-Participating Dentist: A licensed Dentist who has not agreed to render services and receive payment in accordance with the terms and conditions of a written Participating Dentist Agreement between a member of the Delta Dental Plans Association and such Dentist.
- 1.23. Open Enrollment Period: The annual period in which Eligible Employees can select benefits Plans and add or delete Eligible Dependents.
- 1.24. Participating Plan: Delta Dental of Washington and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist in administering the Benefits described in this Contract.
- 1.25. Plan Coinsurance: The applicable percentage of Maximum Allowable Fees for Covered Dental Benefits that shall be paid by DDWA as set forth in the Declaration Page. Sometimes this is referred to as the payment level.
- 1.26. Plan: This Contract that provides dental benefits. Any other Contract that provides dental benefits and meets the definition of a "Plan" in the "Coordination of Benefits" section of the Certificate of Coverage is a plan for the purpose of coordination of benefits only.
- 1.27. Service Area: Washington State, the geographic area in which DDWA will issue this policy. Dental Benefits are provided for covered services received outside of Washington State.
- 1.28. Standard Terms and Conditions: The non-Group specific terms and conditions that control this Contract, unless specifically modified on the Declaration Page.

2. Eligibility, Enrollment, and Termination

2.1. Employee Eligibility, Enrollment, and Termination

- 2.1.1. Employees are eligible to enroll in this Plan if they meet the condition of eligibility designated on the Declaration Page.
- 2.1.2. Eligible Employees may enroll in this Plan on the effective date of this Contract. An employee hired after the effective date of this Contract may enroll in this Plan after satisfying the probationary period indicated on the Declaration Page.
- 2.1.3. Employees are eligible to enroll in this Plan on the first of the month after satisfying any probationary period designated on the Declaration Page unless the Group has elected the 'Start Date' option on the Declaration Page. For 'Start Date' election, the Employee enrollment will start on the date the Employee is eligible. An Employee shall continue to be eligible to enroll in this Plan during the time this Contract is in effect as long as the Employee remains an Eligible Employee.
- 2.1.4. If indicated on the Declaration Page, DDWA will waive the Employee probationary period for an Employee hired after the effective date of this Contract who is transferring into the Plan from enrollment in any other dental plan. Enrollment for such Employee must be completed within 30 days of the transfer and the Employee must have been enrolled for benefits under the prior dental plan in the month of transfer or immediately prior to the month of transfer. The effective date of coverage for such Employee shall be the first day of the calendar month following enrollment. Notification of previous coverage is required at the time of enrollment.
- 2.1.5. Eligible Employees become Enrolled Employees after fully completing the enrollment process, including payment of Administrative Fee by Group to DDWA, and remain Enrolled Employees as long as they remain eligible under this Plan and Group has made timely payments of monthly Administrative Fee on behalf of the Employee.

- 2.1.6. An Enrolled Employee terminates from this Plan at the end of the month that the Employee is no longer eligible for enrollment unless the Group has elected the 'End Date' option on the Declaration Page. For 'End Date' election, the Employee terminates on the date the Employee is no longer eligible. An Employee will also terminate from this Plan at the end of the calendar month for which Group has made the last timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.

2.2. Dependent Eligibility, Enrollment, and Termination

- 2.2.1. Dependent coverage under this plan is available as indicated on the Declaration Page.
- 2.2.2. If covered, an Eligible Dependent is a dependent of an Enrolled Employee who meets the requirements for eligibility established by the Group. Dependent eligibility validation documentation shall be maintained and verified by the Group.
- 2.2.3. An Eligible Dependent shall become eligible to enroll in this Plan on the date the Eligible Employee becomes eligible to enroll in this Plan, or on the first day of the calendar month following the month in which such person became an Eligible Dependent of the Eligible Employee.
- 2.2.4. A foster child is covered from the time of placement.
- 2.2.5. A newborn is covered from the moment of birth, and an adopted child is covered from the date of assumption of a legal obligation for total or partial support or upon placement of the child in anticipation of adoption of the child.
- 2.2.6. Eligible Dependents become Enrolled Dependents after fully completing the enrollment process, including payment of Administrative Fees by the Group to DDWA. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.7. If the enrollment process is not completed within the time period selected which is represented in the Certificate of Coverage, enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage. If an additional Premium for coverage is required and enrollment is not completed within the time period selected, the newborn, adopted or foster child(ren) will be covered from the effective date of enrollment as defined in the Certificate of Coverage.
- 2.2.8. An Enrolled Dependent shall continue to be enrolled as long as the Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee to DDWA.
- 2.2.9. An Enrolled Dependent terminates from this Plan when they are no longer an Eligible Dependent of an Eligible Employee, or at the end of the calendar month for which Group has made timely payment of the monthly Administrative Fees on behalf of the Enrolled Employee, or upon termination of this Contract, whichever occurs first.
- 2.2.10. An Enrolled Employee may terminate coverage of an Enrolled Dependent or reinstate an Eligible Dependent only at renewal or extension of this Plan, or if there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.

2.3. General Enrollment Information

- 2.3.1. An Enrolled Employee must complete the enrollment process for themselves or any newly Eligible Dependents within the time period represented in the Certificate of Coverage. Late enrollment will not be accepted until the next Open Enrollment Period unless specified, or unless there is a change in family status as defined in the Special Enrollment Period section of the Certificate of Coverage.
- 2.3.2. DDWA requests that all completed enrollment information is received from the Group within 60 days of the employee or dependent's eligibility date.
- 2.3.3. Retroactive additions and terminations of enrollment for administrative purposes will only be accepted for the time period indicated on the Declaration Page.
- 2.3.4. While satisfying the various requirements of the FMLA and COBRA laws rests primarily with the Group, DDWA will fully cooperate with Group in complying with these laws.

3. Participation Requirements, Administrative Fees, Invoicing & Payment, Reimbursement of Claims

3.1. Participation Requirements

- 3.1.1. This Contract requires participation of the required percentage or segment of Eligible Employees and Eligible Dependents as indicated on the Declaration Page.
- 3.1.2. For Groups that elect a specific percentage of employee participation, Group will assure that percentage of Eligible Employees are participating in this Plan.
- 3.1.3. For Groups that elect a specific percentage of dependent participation, Group will assure that specified percentage of all Enrolled Employees enroll all of their Eligible Dependents, unless those dependents are enrolled in another dental plan.
- 3.1.4. For Groups that elect to have employee or dependent enrollment in this Plan tied to enrollment in their Group-sponsored medical plan, all Eligible Employees and their Eligible Dependents who are enrolled in the Group-sponsored medical plan must be enrolled in this Plan regardless of whether or not they are enrolled as a dependent in another dental plan. Eligible Employees or their Eligible Dependents who are not enrolled in the Group-sponsored medical plan may not enroll in this Plan.
- 3.1.5. For Groups that elect voluntary enrollment, there is no participation requirement. All other enrollment requirements apply.

3.2. Administrative Fee

- 3.2.1. Group shall submit a list of Enrolled Persons to DDWA prior to the beginning of each monthly eligibility period.
- 3.2.2. Group shall permit DDWA, at DDWA's expense, on reasonable advance written notice, to inspect eligibility records to verify the accuracy of information submitted to DDWA. An equitable adjustment of Administrative Fee shall be made in the event of errors or delays in reporting eligibility.
- 3.2.3. DDWA shall not be obligated to recoup any funds paid to providers for treatment performed in good faith that the patient's eligibility was current and accurate at the time of treatment.
- 3.2.4. Legislative Surcharge Clause. If any governmental unit imposes any new tax or assessment or increases the rate of any current tax or assessment that is measured directly by the payments made to DDWA by Group, or payment made by DDWA for claims, then DDWA is authorized to increase the monthly Administrative Fee by the amount of such new tax, assessment or increase, or pass through the exact tax amount to the Group separately.
- 3.2.5. If Group does not agree to the proposed adjustment within 30 days, DDWA may terminate this Contract at the end of the month for which Administrative Fee had been received by DDWA prior to the date of such notice to Group and in accordance with the provisions of this Contract.
- 3.2.6. The monthly Administrative Fee indicated on the Declaration Page will be remitted fully by Group as invoiced.

3.3. Invoicing and Payment

- 3.3.1. The Group shall pay the full invoiced amount to DDWA on or before the first day of each calendar month for which benefits are to be provided.
- 3.3.2. Payment of Administrative Fee is by Electronic Funds Transfer (EFT) unless other specific payment methods are approved by DDWA. The Group may elect to have DDWA pull the funds from their bank account via an ACH debt transfer around the first of every month.
- 3.3.3. If Group objects to any portion of an invoice, Group will notify DDWA prior to the payment due date and specify the amount and cause of the dispute. Group will pay any undisputed amounts in a timely manner. Any disputed amounts will be resolved by direct negotiation between DDWA and Group.
- 3.3.4. If payment is not received within 30 days, DDWA may give written notice that payment is past due and may, at its option, terminate all benefits and be released from all further obligations as set forth herein.

3.3.5. No person shall be entitled to benefits under this Contract during any month for which Administrative Fee payment has not been received by DDWA.

3.4. Reimbursement of Claims

3.4.1. DDWA shall notify Group weekly of the actual amount of claims paid by DDWA for that week. Notification will be via email, which will constitute an invoice. Group will then have two business days to transfer funds electronically to the appropriate DDWA bank account an amount equal to total claims paid for the week.

3.4.2. Funds are due on the date notified. If the funds are not transferred within five days of notification, a late fee of one percent of total claim dollars on that invoice will be charged. An additional late charge of one percent of the total claim dollars on that invoice will be charged if payment is not received within 30 days of the due date and an additional late charge of one percent of the total claim dollars on that invoice for each subsequent 30-day period for which payment is not received. The charges shall be included by DDWA with a subsequent payment notification.

4. **Benefits and Benefit Disputes**

4.1. Benefits

4.1.1. Covered Dental Benefits, Limitations, and Exclusions are as described in the Certificate of Coverage and are subject to the Plan maximum and deductible as defined on the Declaration Page.

4.1.2. Covered Dental Benefits are available for an Enrolled Person from the enrollment date until such enrollment terminates.

4.1.3. The percentages of the Maximum Allowable Fee, Filed Fee, or the Dentists' actual charges payable by DDWA for Covered Dental Benefits provided to an Enrolled Person are defined on the Declaration Page.

4.1.4. To determine Covered Dental Benefits for certain treatments, DDWA may require an Enrolled Person to obtain an independent examination from a DDWA-appointed dentist. DDWA will pay all the charges incurred for this examination

4.2. Providers

4.2.1. Payment for services provided by a Delta Dental Participating Dentist will be made directly to the dentist. Contracts between Delta Dental and its Delta Dental Participating Dentists provide that, if Delta Dental fails to pay the dentist any amount owed, the Enrolled Person shall not be liable to the dentist for any sums owed by Delta Dental.

4.2.2. An Enrolled Person may elect the services of any licensed dentist. DDWA is not responsible for availability of any particular licensed dentist. DDWA shall not be held liable for any act or omission on the part of the selected dentist.

4.2.3. DDWA shall be entitled to receive from any attending dentist, or from hospitals in which a dentist's care is rendered, any records relating to treatment rendered to an Enrolled Person as may be required in the administration of claims.

4.2.4. The provider dispute resolution process as outlined in individual provider contracts is available upon request.

4.2.5. Fees paid to a provider for Covered Dental Benefits under this Plan are based on the lesser of the provider's actual fee or the Maximum Allowable Fee of the fee schedule defined below:

PPO Local Plan	
Provider Type	Fee Schedule
Delta Dental PPO Participating Dentist	PPO Participating Dentist – State Specific
Delta Dental Premier Participating Dentist	Premier Participating Dentist – State Specific
Non-Participating Dentist in Washington State	DDWA's Non-Participating Dentist – State Specific
Non-Participating Dentist out of Washington State	Participating Dentist

5. Plan Details

5.1. Plan Maximum

- 5.1.1. The maximum amount payable by DDWA for Class I, II and III Covered Dental Benefits per Enrolled Person during each Benefit Period is indicated on the Declaration Page. Charges for dental procedures requiring multiple treatment dates shall be considered incurred on the date the service is completed. Amounts for such procedures shall be applied to the Plan maximum based on such incurred date.
- 5.1.2. If Orthodontic Benefits are covered, the lifetime maximum amount payable by DDWA for Orthodontic Benefits provided to an Enrolled Person will be indicated on the Declaration Page. If Orthodontic Benefits are covered for children only, the maximum will apply only to those members.
- 5.1.3. If Temporomandibular Joint (TMJ) services are covered, the annual or lifetime maximum amount payable by DDWA for dental services related to the treatment of TMJ disorders will be indicated on the Declaration Page.

5.2. Plan Coinsurance

Plan coinsurance amounts are indicated on the Declaration Page.

5.3. Plan Deductible

- 5.3.1. The plan deductible, if elected, is indicated on the Declaration Page.
- 5.3.2. Deductibles may apply to In-Network and Out-of-Network combined, In-Network and Out-of-Network separately, or for Out-of-Network only, as indicated on the Declaration Page.
- 5.3.3. DDWA is not obligated to pay for Covered Dental Benefits until the deductible amount is satisfied during each Benefit Period for each individual, unless the family deductible has been met during that Benefit Period. The family deductible is accrued by deductible payments of the Enrolled Employee or any Enrolled Dependent.
- 5.3.4. Any elected deductible is waived on designated classes of benefits as indicated on the Declaration Page.

6. DDWA's Obligations

6.1. Certificates of Coverage

- 6.1.1. DDWA will issue to Group an electronic version of the Certificate of Coverage for this Plan in the form of a standard DDWA benefit booklet, which summarizes the Covered Dental Benefits and other essential features of the Plan. If any amendment to this Contract materially affects any benefits described in booklets, electronic versions of corrected booklets or booklet inserts showing the change will be issued to Group. Generally, new Booklets and/or Inserts are not issued mid-Contract Term unless as otherwise specified in this Contract.
- 6.1.2. Upon receipt of a written request, DDWA will provide to Group one printed booklet for each employee enrolled in the Plan, plus an additional ten percent for a reserve supply. Group will reimburse DDWA for any additional costs due to variation in booklet size or paper requested by Group. DDWA will have booklets delivered to Group within 15 business days after receipt of a signed booklet approval form from Group.

6.2. Confirmation of Treatment and Cost (also known as predetermination of benefits)

- 6.2.1. DDWA will provide descriptions of Confirmation of Treatment and Costs, claim review, and complaint and appeal procedures in the benefit booklets issued to Group.
- 6.2.2. If a dentist or an Enrolled Person submits a request for a Confirmation of Treatment and Cost, DDWA will provide a Confirmation of Treatment and Cost for the Enrolled Person. Such Confirmation of Treatment and Cost will be valid when issued based on the information available at that time. A Confirmation of Treatment and Costs is not an authorization for services nor a guarantee of payment but is a notification of Covered Dental Benefits available.

6.3. Quality Management

DDWA may utilize its Quality Management and Clinical Review processes to provide professional review of the adequacy, appropriateness, and alignment with DDWA's established clinical criteria of services rendered to Enrolled Persons.

6.4. Provider Directories

DDWA shall provide Delta Dental Participating Dentist Directories to Group. This directory is available online, and may also be requested by telephone as indicated in the Certificate of Coverage. It is understood that the composition of such directory is subject to change. DDWA reserves the right to change the directory without notice.

6.5. Dental Services Obligations

6.5.1. DDWA shall not be obligated to make payment for any services rendered to a person who is not an Enrolled Person at the time the services were performed.

6.5.2. Nothing contained in this Contract shall be construed as obligating DDWA to render dental services; its sole obligation being to pay the agreed-upon portion of dentist's charges for Covered Dental Benefits in accordance with the terms of this Contract.

7. **Group's Obligations**

7.1. Notification to Enrolled Employees

Group shall provide information to all Enrolled Employees as to the existence and terms of this Contract. Group shall make the Certificate of Coverage available to each Enrolled Employee.

7.2. Summary Plan Descriptions

If Group elects to prepare and print its own summary plan description, it does so at its own risk and expense. The Group-prepared summary plan description must be based on the most current Certificate of Coverage provided by DDWA, and will be for informational purposes only, not incorporated into this Contract. Group is responsible for assuring the accuracy of any summary plan description that it elects to prepare and distribute. DDWA is not obligated to review or approve any summary plan description prepared by Group, and will not provide any warranty for the content of the Group-produced summary plan description.

7.3. Execution of Contract

7.3.1. Group shall sign and return any and all Contract documents within 30 days of the effective date or the date DDWA sends the Contract document to Group or its authorized representative or agent, whichever is later.

7.3.2. If a signed Contract is not received by DDWA from the Group or the Group's legal representative(s) by the effective date, but Group remits Administrative Fee, both parties agree to perform under this Contract in good faith until a signed Contract is received, or until a notice of termination is received as detailed herein.

8. **General Provisions**

8.1. Modification

No change in this Contract shall be valid unless evidenced by written amendment signed by an authorized representative or agent of DDWA and an authorized representative or agent of Group.

8.2. Legal Action

Legal action to recover benefits provided for in this Contract may not be initiated prior to 60 days after receipt of claim by DDWA. In addition, such legal action must commence within 6 years from the date the claim was received by DDWA.

8.3. Severability

Any provision of this Contract that is in conflict with any governing law or regulation of the State of Washington is hereby amended to comply with the minimum requirements of such law or regulation.

8.4. Indemnification

8.4.1. DDWA shall indemnify and hold harmless Group, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from DDWA's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.4.2. Group shall indemnify and hold harmless DDWA, its affiliates and their respective directors, officers, employees and agents, for that portion of any liability, settlement and related expense (including reasonable attorneys' fees) resulting solely and directly from Group's breach of this Contract, negligence, willful misconduct, criminal conduct, fraud or its breach of a fiduciary responsibility related to or arising out of this Contract.

8.5. Force Majeure

In the event DDWA is unable to perform its obligations under this Contract by reason of fire, casualty, lockout, strike, labor condition, riot, war, act of God or by ordinance, law, order or decree of any legally constituted authority, then this Contract may, at the option of DDWA, be suspended. During any period of suspension, DDWA shall not be required to perform any service under this Contract, nor shall DDWA be liable for any damages arising from any event that precipitated the suspension. If this Contract is suspended pursuant to this provision, Group's obligation to make Administrative Fee payments shall also be suspended for the same period of time.

8.6. Privacy

DDWA and Group will act in accordance with applicable state and federal privacy requirements and disclosure requirements, such as the Gramm-Leach-Bliley Act (GLBA) and the Health Insurance Portability and Accountability Act (HIPAA), including any applicable regulations.

8.7. Domestic Partnership and Gender

For the purposes of this contract, the terms spouse, marriage, marital, husband, wife, widow, widower, next of kin, and family shall be interpreted as applying equally to domestic partnerships or individuals in domestic partnerships as well as to marital relationships and married persons. References to dissolution of marriage shall apply equally to domestic partnerships that have been terminated, dissolved, or invalidated, to the extent that such interpretation does not conflict with federal law. Where necessary, gender-specific terms such as husband and wife used in any part of this contract shall be construed to be gender neutral, and applicable to individuals in domestic partnerships. This definition does not change the election of the Group with regard to coverage for domestic partnerships.

8.8. Notice

Any notice under this Contract shall be sufficient if given by either Group or DDWA by regular mail to the other addressed to the office stated on the front page of this Contract or to such other address as may be designated by written notice to the other.

9. Termination

9.1. Termination Notice

This Contract may be terminated effective at the end of the term by either Group or DDWA, or by either party giving written notice to the other at least 30 days prior to the end of the Contract term, except as otherwise specifically provided herein.

9.2. DDWA Termination

9.2.1. DDWA may elect to terminate this Contract, without prior approval of the Washington State Insurance Commissioner, if any of the events outlined in this Section occur. Termination would be effective at the end of the month for which Administrative Fees have been received by DDWA prior to the time of such election. If termination occurs, DDWA will provide written notice to Group. If DDWA elects to terminate because of default by Group, then Group shall be indebted to and agrees to pay DDWA the sum of all claims payments and expenses incurred for dental services rendered from the date of default until the date of termination, including costs of recovery.

9.2.2. Events that allow termination:

- a. A failure to pay Administrative Fee or perform Group's other obligations when due.
- b. Any violation of published policies of DDWA.
- c. Change or implementation of federal or state health care reform laws that no longer permit the continued offering of such coverage.

9.2.3. Events that allow termination if the Group does not take corrective action consistent with their obligations under this Contract:

- a. Enrolled Persons committing fraudulent acts against DDWA.
- b. Enrolled Persons who materially breach the terms of this Contract.

9.3. Administrative Fee Reimbursement

If on termination of this Contract, Group has paid Administrative Fee to DDWA applicable to a period of time after the termination date, DDWA shall, within 30 days after notification of termination, return such portion of Administrative Fee to Group less any amounts due to DDWA.

9.4. Reinstatement

9.4.1. Acceptance by DDWA of the proper amount of Administrative Fee, after termination of this Contract and without requiring a new application, shall reinstate the Contract as though it had never terminated, unless DDWA shall, within 5 business days of receipt of such payment, either:

- a. Refund the payment so made, or
- b. Issue to Group a new Contract accompanied by written notice stating clearly those respects in which the new Contract differs from the terminated Contract in benefits, coverage or otherwise.

9.5. Expenses

Upon termination of this Plan, all claim payments and expenses incurred prior to the termination of the Plan, but not submitted to DDWA within the runout period after the date of treatment will be excluded from any benefit consideration.

From: [Erica Riggs](#)
To: [Quinn, Debra](#); [Watts, Debby](#); [Takach, Lisa](#)
Cc: [Samantha Sardella](#)
Subject: [secure] Delta Dental Statement of coverage effective 1/1/2019
Date: Wednesday, December 5, 2018 2:03:23 PM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.png](#)
[image006.png](#)

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

Below is a copy of a secure message sent by Cristie Gamble at Delta Dental. Debra Quinn is the only one at COV cc'd on the message.

Hi COV Team,

This is confirmation that City of Vancouver dental benefits will be continuous into 2019 and there will not be any disruption in coverage moving forward.

Please let me know if this will work and if you would like me to forward to Debby.

Thank you!

Cristie

Cristie L. Gamble

Sr. Client Manager | **Delta Dental of Washington**

400 Fairview Avenue N., Suite 800

Seattle, WA 98109-5371

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To insure privacy, this message was sent securely using TLS. If TLS negotiation was not available at the time of transmission, the message would be encrypted with Cisco Secure Encryption Technology.



Staff Report 010-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Approval for One Year Health Insurance Stop Loss Policy with Symetra Life Insurance Company

Key Points

- In 2015, the City moved from a fully insured to a self-insured health benefits program for employees in an effort to reduce rising health care costs. The City goal was to move toward a less costly “unbundled” group of services (TPA, Health network, Stop Loss Insurance)
- The City has continued to be unbundled and wishes to remain so in 2019
- During 2018, the City went out to bid for Stop Loss coverage. Symetra Life Insurance Company was the selected bidder for Stop Loss coverage.
- The Stop Loss coverage has an individual deductible of \$225,000 (2 covered members have a deductible at \$250,000 and \$275,000). The City will be responsible for claims up to the individual deductibles and would be responsible if claims in excess of the individual deductible reach a total of \$2,000,000.
- Staff is now ready to seek Council approval for the Stop Loss policy.
- Symetra has verified in writing that coverage for the City is effective 1/1/2019.

Strategic Plan Alignment

N/A

Present Situation

City staff worked with its broker, Davidson Benefits Planning, to seek stop loss coverage for its self-insured health benefits program. Symetra Life Insurance Coverage was the successful bidder. Council approval is needed to provide payment on the premium for the policy.

Advantage(s)

1. Continue reduced costs from fully insured program
2. Stop Loss protects the City in the event an employee or their dependent's health costs

exceed coverage under our health insurance.

Disadvantage(s)

None

Budget Impact

The cost of the stop loss insurance will be approximately \$660,424.00 for one year. Sufficient budget has been included in the 2019-2020 Budget to cover the cost of the insurance coverage.

Prior Council Review

N/A

Action Requested

Authorize the City Manager or designee to execute a contract with Symetra Life Insurance Company for Stop Loss coverage.

Debby Watts, Benefits Administrator, 487-8401; Debra Quinn, Assistant City Attorney, 487-8500

ATTACHMENTS:

- ▣ Symetra Life Insurance Company Excess Loss Insurance Policy
- ▣ Administrative Agreement
- ▣ Confirmation of Coverage
- ▣ Excess Loss Alternate Reimbursement Endorsement

Symetra Life Insurance Company

Excess Loss Insurance

POLICY



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

EXCESS LOSS INSURANCE POLICY

POLICY SPECIFICATIONS

Policyholder: City of Vancouver

Policy Number: 16-013831-00

Policy Effective Date: January 1, 2019

Premium Due Date: Premium is due on the Policy Effective Date and the first of each month beginning with February 1, 2019.

Policy Anniversary: January 1st of each year beginning in 2020.

Governing Jurisdiction: This Policy is delivered in and governed by the laws of the state of Washington.

This Policy has been issued in consideration of the signed Policyholder Acceptance and payment of premium. This Policy renews on each Policy Anniversary.

Symetra Life Insurance Company issues this Policy and agrees to pay the benefits of this Policy subject to its terms and conditions.

Symetra Life Insurance Company has, by its President and Secretary, executed this Policy as of the Policy Effective Date and caused it to be duly countersigned at Bellevue, Washington.

Michael Fry, Executive Vice President

Margaret Meister, President

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Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

EXCESS LOSS SCHEDULE OF BENEFITS

A. Policyholder: City of Vancouver

Policy Number: 16-013831-00

Effective Date of Coverage: January 1, 2019

Policyholder Anniversary Date: January 1st of each year beginning in 2020.

Premium Due Date: Premium is due on the Effective Date of Coverage and the first of each month beginning with February 1, 2019.

Enrollment (at the beginning of the Policy Period):

Single 128 Family 358

Retirees covered under Excess Loss: ☒ Yes ☐ No
Individual and Aggregate coverages

B. This Schedule of Benefits applies to the Policy Period: from 01-01-2019 to 01-01-2020

C. Individual Excess Loss Insurance: ☒ Yes ☐ No

1. Individual Deductible per Covered Unit: \$225,000

Note: The minimum Individual Deductible is \$100,000 or 5% of expected claims, whichever is less.

2. Alternate Individual Deductibles applicable?

☒ Yes (See Excess Loss Alternate Reimbursement Endorsement) ☐ No

3. Covered Expenses:

☐ Medical excluding all Prescription Drugs

☒ Medical including Prescription Drugs defined as **ONE** of the following:

☒ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☐ Other: _____

4. Symetra's Reimbursement Percentage:

100% of Covered Expenses in excess of the Individual Deductible.



EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from 01-01-2019 to 01-01-2020

5. Individual Lifetime Reimbursement Maximum: Unlimited per Covered Unit
Policy Period Reimbursement Maximum: Unlimited per Covered Unit

6. Premium Rates:

Covered Units

Composite \$93.82

7. Reimbursement Option:

Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:

Run-in Period 12 months

Run-in Limit Unlimited

Run-out Period 0 months

Run-out Limit N/A

8. Individual Excess Loss Terminal Provision applicable? ☐ Yes ☒ No

9. Individual Excess Loss Advantage Provision applicable? ☐ Yes ☒ No

D. Aggregate Excess Loss Insurance: ☒ Yes ☐ No

1. Covered Expenses:

☐ Medical excluding all Prescription Drugs

☒ Medical including Prescription Drugs defined as **ONE** of the following:

☒ Rx Card and Mail Order ☐ Rx Card Only ☐ Rx Mail Order Only **OR**

☐ Rx as part of Medical Plan subject to a Deductible and Coinsurance

☒ Vision

☐ Dental

☐ Short-Term Disability

☐ Other _____

2. Aggregate Attachment Point will be set by Symetra.

3. Symetra's Reimbursement Percentage:

100% of Covered Expenses in excess of the Aggregate Attachment Point.

4. Aggregate Reimbursement Maximum per Policy Period: \$2,000,000

5. Monthly Aggregate Accommodation Provision applicable? ☐ Yes ☒ No

EXCESS LOSS SCHEDULE OF BENEFITS

Applies to Policy Period: from 01-01-2019 to 01-01-2020

6. Reimbursement Option:

Covered Expenses incurred on or after the Policy Effective Date and paid during the Policy Period with:

Run-in Period	<u>12</u>	months	Run-in Limit	<u>Unlimited</u>
Run-out Period	<u>0</u>	months	Run-out Limit	<u>N/A</u>

7. Minimum Aggregate Attachment Point:

100% of the first Monthly Aggregate Attachment Point x 12.

Note: The minimum Aggregate Attachment Point may not be less than 120% of expected claims.

8. Monthly Aggregate Attachment Factors:

Covered Units

Single	\$836.47
Family	\$1,977.22

9. Aggregate Excess Loss Terminal Provision applicable? ☐ Yes ☒ No

10. Aggregate Excess Loss premium: \$6.15

Paid: per employee per month

11. Net Claim Limit: \$225,000 per Covered Unit

E. Medical Conversion Privilege: ☐ Yes ☒ No

F. Endorsements Included

- ☒ Individual Excess Loss Advance Funding Endorsement
- ☒ Excess Loss Alternate Reimbursement Endorsement

G. Additional Information:

Claims determined to be eligible under the Employee Benefit Plan in final and binding external review by independent review organizations (IROs) will also be deemed Covered Expenses under the Policy. Claim exception requests pending and under IRO review at the end of the Policy Period will continue to be considered for coverage.

City of Vancouver has been identified as an Alera/BAN client and is subject to the terms and conditions of the Alera/BAN-Symetra 2018 Stop Loss Agreement.

H. Associated Companies:

Name	Effective Date	Termination Date
<u>Vancouver Housing Authority</u>	<u>01-01-2019</u>	<u></u>

DEFINITIONS

The following words and phrases are used throughout this Policy and have specific meaning for purposes of this Policy.

AGGREGATE ATTACHMENT POINT means for the Policy Period or any portion of the Policy Period, the amount of Covered Expenses for which the Policyholder is responsible to pay. The Aggregate Attachment Point must be met in each Policy Period and will be determined at the end of each Policy Period.

AGGREGATE REIMBURSEMENT MAXIMUM means the limit of Symetra's liability in excess of the Aggregate Attachment Point per Policy Period as shown on the Schedule.

ALTERNATE INDIVIDUAL DEDUCTIBLE means the amount shown on the Policy page entitled Excess Loss Alternate Reimbursement Endorsement and is the amount for which the Policyholder is responsible to pay. The Alternate Individual Deductible applies separately to each Covered Unit or Covered Family Unit shown on the Excess Loss Alternate Reimbursement Endorsement.

ASSOCIATED COMPANY means an affiliate or subsidiary of the Policyholder as shown on the Schedule.

CLAIMS ADMINISTRATOR means a firm or person, selected by the Policyholder, having a written agreement with the Policyholder to process Employee Benefit Plan benefits and provide administrative services.

The term "Claims Administrator" as used in this Policy does not refer to the Plan Administrator used in the Employee Retirement Income Security Act (ERISA) of 1974, as amended, unless the Policyholder has specifically appointed the Claims Administrator as such.

COVERED EXPENSES means the eligible charges payable under the terms of the Employee Benefit Plan.

Covered Expenses do not include charges that are:

- a. in excess of or not covered by the express terms of the Policyholder's Employee Benefit Plan Document whether or not such charges were approved by the Plan Administrator or Claims Administrator based upon the exercise of discretion neither arbitrary nor capricious; or
- b. specifically excluded or limited by this Policy, the Policyholder's Schedule, any endorsements or any amendments.

COVERED FAMILY UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan and that individual's dependents.

COVERED UNIT means any eligible individual who becomes covered for benefits under the Employee Benefit Plan.

DISCLOSURE STATEMENT means the written statement from the Policyholder provided to and accepted by Symetra that provides certain underwriting information regarding Covered Units or Covered Family Units.

DEFINITIONS (continued)

EMPLOYEE BENEFIT PLAN means the employee welfare benefit plan established by the Policyholder. The Employee Benefit Plan must be defined in written form and be in effect on the Effective Date of the Policyholder's coverage under this Policy. A copy of the Employee Benefit Plan and any amendments must be provided to and approved by Symetra.

EXCESS LOSS refers to the coverage provided to the Policyholder by Symetra under this Policy.

FINAL POLICY PERIOD means the Policy Period shown on the Schedule that is in effect when coverage is terminated.

INCURRED means the date on which services for Covered Expenses were rendered for a Covered Unit or Covered Family Unit according to the terms of the Employee Benefit Plan.

INDIVIDUAL ADVANTAGE DEDUCTIBLE means the amount shown on the Schedule for which the Policyholder is responsible to pay. It applies collectively to each Covered Unit or Covered Family Unit for each Policy Period.

INDIVIDUAL DEDUCTIBLE means the amount shown on the Schedule for which the Policyholder is responsible to pay. The Individual Deductible applies separately to each Covered Unit or Covered Family Unit for each Policy Period.

INDIVIDUAL LIFETIME REIMBURSEMENT MAXIMUM means the limit of Symetra's liability as shown on the Schedule in excess of the Individual Deductible for a Covered Unit or Covered Family Unit during the lifetime of that Covered Unit or Covered Family Unit.

LARGE CLAIM means paid or pending Covered Expenses greater than or equal to 50% of the Individual Deductible.

MATERIAL CHANGE means a change which may have an economic impact on Symetra's liability under this Policy. Material changes include, but are not limited to, the following:

- a. changes in:
 1. the information disclosed by the Policyholder upon which Symetra's assessment of risk was based;
 2. the Employee Benefit Plan; or
 3. the Claims Administrator;
- b. an increase or decrease of the number of enrolled Covered Units or Covered Family Units by more than 25% from the Enrollment shown on the Schedule;
- c. a merger, acquisition, divestiture or similar transaction involving the Policyholder or an Associated Company.

NET CLAIM LIMIT means the maximum amount of Covered Expenses per Covered Unit or Covered Family Unit which accumulates toward the Aggregate Attachment Point for the purposes of calculating the aggregate benefit. The Net Claim Limit is shown on the Schedule.

PAID CLAIM means that:

- a. the Covered Expense is adjudicated according to the terms of the Employee Benefit Plan;
- b. a check is written and mailed or electronically deposited directly to the payee within the Policy Period; and
- c. funds are available to honor the check. To be sure that funds are available, they must be on deposit no later than the first working day following the end of the Policy Period.

POLICY refers to the terms and provisions of this contract.

DEFINITIONS (continued)

POLICYHOLDER means the entity named on the Schedule and to whom this Policy is issued.

POLICY MONTH means each calendar month within a Policy Period. If the effective date of this coverage is other than the first day of the calendar month, then the first Policy Month is from the effective date to the last day of the same month.

POLICY PERIOD means the period of time shown on the Schedule.

POTENTIAL LARGE CLAIM means any Covered Expense included on the list of Potential Large Claims shown in the claims provisions section.

REIMBURSEMENT PERCENTAGE means the rate at which Symetra will reimburse the Policyholder as shown on the Schedule.

RUN-IN LIMIT means the maximum amount shown on the Schedule paid by the Policyholder for Covered Expenses incurred prior to the Policy Period or during the Run-in Period which will be considered for reimbursement by Symetra.

RUN-IN PERIOD means the number of months immediately prior to the Policy Period as shown on the Schedule.

RUN-OUT LIMIT means the maximum amount shown on the Schedule paid by the Policyholder during the Run-out Period for Covered Expenses incurred during the Policy Period which will be considered for reimbursement by Symetra.

RUN-OUT PERIOD means the number of months immediately following the Policy Period as shown on the Schedule.

SCHEDULE means the Excess Loss Insurance Schedule of Benefits that is a part of this Policy.

TERMINAL RUN-OUT PERIOD means the number of months immediately following the final Policy Period as shown on the Schedule.

WORKERS' COMPENSATION means benefit payments to any eligible individual as required by state law for accidents or occupational disease arising out of or in connection with the individual's employment.

INDIVIDUAL EXCESS LOSS

This benefit applies only if indicated on the Schedule.

INDIVIDUAL EXCESS LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Individual Deductible shown on the Schedule for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule. The Run-out Period(s) will not apply if the Individual Excess Loss benefit terminates prior to the end of the Policy Period.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

INDIVIDUAL EXCESS LOSS ADVANTAGE PROVISION

This provision applies only if indicated on the Schedule.

Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Individual Advantage Deductible shown on the Schedule. The Individual Advantage Deductible applies in addition to the Individual Deductible for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. in excess of the Individual Deductible shown on the Schedule;
- c. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan; and
- d. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses were actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule.

Covered Expenses for more than one Covered Unit or Covered Family Unit may be combined to satisfy the Individual Advantage Deductible.

Covered Expenses that apply toward the Alternate Individual Deductible shown on the Excess Loss Alternate Reimbursement Endorsement will not apply toward the Individual Advantage Deductible.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Individual Lifetime Reimbursement Maximum shown on the Schedule.

The Individual Advantage Deductible may be applied toward the Aggregate Attachment Point if indicated on the Schedule.

INDIVIDUAL EXCESS LOSS TERMINAL PROVISION

This provision applies only if indicated on the Schedule.

If the Individual Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Individual Deductible for the final Policy Period only if they are:

- a. incurred while the Individual Excess Loss benefit is in force or during the Run-in Period subject to the Run-in Limit; and
- b. paid within the final Policy Period or the Terminal Run-out Period shown on the Schedule.

This provision will not apply if the Individual Excess Loss benefit terminates before the end of the Policy Period.

INDIVIDUAL EXCESS LOSS EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to all Individual Excess Loss Provisions.

Symetra will not reimburse the Policyholder for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Policyholder's Individual Excess Loss benefit terminates;
- c. exceed Symetra's Individual Lifetime Reimbursement Maximum as shown on the Schedule;
or
- d. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

AGGREGATE EXCESS LOSS

This benefit applies only if indicated on the Schedule.

AGGREGATE EXCESS LOSS BENEFIT

Upon acceptance of proof of loss, Symetra will reimburse the Policyholder for payments of Covered Expenses that the Policyholder makes that exceed the Aggregate Attachment Point for Paid Claims that are:

- a. incurred while the Employee Benefit Plan is in force;
- b. paid for Covered Units or Covered Family Units according to the terms of the Employee Benefit Plan;
- c. incurred during the Policy Period or during the Run-in Period shown on the Schedule and paid during the Policy Period or during the Run-out Period shown on the Schedule; and
- d. not in excess of the Net Claim Limit per Covered Unit or Covered Family Unit.

Payments for Covered Expenses that are eligible for more than one Policy Period will apply toward the Policy Period in which the Covered Expenses are actually incurred.

Reimbursements will be subject to the Run-in Limit and Run-out Limit shown on the Schedule. The Run-out Period(s) will not apply if the Aggregate Excess Loss benefit terminates prior to the end of the Policy Period.

The benefit reimbursed by Symetra will be at the Reimbursement Percentage shown on the Schedule and will not exceed the Aggregate Reimbursement Maximum shown on the Schedule.

AGGREGATE ATTACHMENT POINT

The Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points for the Policy Period shown on the Schedule; or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

If the Aggregate Excess Loss benefit terminates before the end of the Policy Period, the Minimum Aggregate Attachment Point is equal to the greater of:

- a. the sum of the Monthly Aggregate Attachment Points to the date of termination; or
- b. the Minimum Aggregate Attachment Point shown on the Schedule.

AGGREGATE EXCESS LOSS (continued)

CALCULATION OF MONTHLY AGGREGATE ATTACHMENT POINT

Each Monthly Aggregate Attachment Point is equal to the sum of the number of Covered Units or Covered Family Units for that month multiplied by the corresponding Monthly Aggregate Attachment Factor(s) shown on the Schedule, and is subject to the modifiers below.

Changes in Enrollment

The Monthly Aggregate Attachment Point in any Policy Month cannot be less than 95% of the Monthly Aggregate Attachment Point for the immediately preceding Policy Month. If this rule is used to calculate the Monthly Aggregate Attachment Point for a particular Policy Month, this calculated amount will be used as the basis for determining if the rule applies to the following Policy Month.

Renewals

The number of Covered Units or Covered Family Units used to calculate the Monthly Aggregate Attachment Point in the first month of the second or subsequent Policy Period cannot be less than 95% of the number of reported Covered Units or Covered Family Units 90 days prior to the end of the immediately preceding Policy Period.

Work Interruption

If any number of the Policyholder's employees are absent from work due to a strike, lockout or work stoppage, the number of Covered Units or Covered Family Units utilized to calculate the Monthly Aggregate Attachment Factor for each Policy Month during the work interruption will remain at the level used for the month preceding the interruption.

AGGREGATE EXCESS LOSS TERMINAL PROVISION

This provision applies only if indicated on the Schedule.

If the Aggregate Excess Loss benefit terminates at the end of the Policy Period, Paid Claims will apply toward the Aggregate Attachment Point for the final Policy Period only if they are:

- a. incurred while the Aggregate Excess Loss benefit is in force or during the Run-in Period subject to the Run-in Limit; and
- b. paid during the final Policy Period or the Terminal Run-out Period shown on the Schedule.

The Annual Aggregate Attachment Point for the Policy Period will be increased by an amount equal to the average number of Covered Units or Covered Family Units during the last 3 months of the Policy Period multiplied by the terminal factor(s) shown in the Schedule.

This provision will not apply if the Aggregate Excess Loss benefit terminates before the end of the Policy Period.

AGGREGATE EXCESS LOSS MONTHLY AGGREGATE ACCOMMODATION PROVISION

This provision applies only if indicated on the Schedule.

Symetra will reimburse the Policyholder during the current Policy Period if, at the end of any month during that period, the Net Covered Expenses (defined below) exceed the sum of the Monthly Aggregate Attachment Points for the same period by \$1,000 or more.

Net Covered Expenses means the sum of the payments for Covered Expenses made by the Policyholder:

- a. less Covered Expenses in excess of the Individual Deductible shown on the Schedule; and
- b. less any applicable Monthly Aggregate Accommodation reimbursements made by Symetra.

The Monthly Aggregate Accommodation Provision will not apply during the last month of the Policy Period or during the Run-out Period.

OVERPAYMENT BY SYMETRA

Symetra may, at its option, require repayment of any previous Monthly Aggregate Accommodation reimbursement and may also reduce subsequent Excess Loss reimbursements if at any time during the Policy Period the total of all:

- a. Monthly Aggregate Accommodation reimbursements;
- b. Individual Excess Loss reimbursements; and
- c. Monthly Aggregate Attachment Points;

for the previous Policy Months in that Policy Period exceeds the total Paid Claims for the same Policy Months in that Policy Period.

END OF POLICY YEAR RECONCILIATION

At the end of the Policy Period, any Monthly Aggregate Accommodation reimbursement that exceeds the amount payable under the Aggregate Excess Loss provisions must be repaid within 31 days of written notice from Symetra.

AGGREGATE EXCESS LOSS EXCLUSIONS AND LIMITATIONS

The following exclusions and limitations apply to all Aggregate Excess Loss provisions.

Symetra will not reimburse the Policyholder for Paid Claims that:

- a. have been reimbursed by another insurance company or reinsurance company;
- b. are incurred after the Policyholder's Aggregate Excess Loss benefit terminates;
- c. have been reimbursed by Symetra under Individual Excess Loss Insurance;
- d. exceed Symetra's Individual Lifetime Reimbursement Maximum or the Aggregate Reimbursement Maximum as shown on the Schedule; or
- e. have been excluded under the terms described in the Excess Loss Alternate Reimbursement Endorsement.

GENERAL EXCLUSIONS AND LIMITATIONS

LIMITATIONS ON ELIGIBILITY FOR REIMBURSEMENT UNDER THIS POLICY

Symetra will not reimburse the Policyholder for Covered Expenses incurred by Covered Units or Covered Family Units that qualify as Potential Large Claims unless disclosed and accepted by Symetra.

In the event of nondisclosure by the Policyholder, Symetra reserves the right to:

- a. change or modify the premium rates, Monthly Aggregate Attachment Factors or Individual Deductible amount(s); or
- b. adjust the terms of the Aggregate and Individual Excess Loss benefit.

Covered Expenses will be limited to those expenses paid in accordance with the express terms of the Employee Benefit Plan. No exercise of discretion by the Plan Administrator or Claims Administrator to pay claims contrary to the express terms of the Employee Benefit Plan will be binding upon Symetra.

EXCLUSIONS

Symetra will not reimburse any loss or expense caused by or resulting from any of the following:

- a. expenses for occupational accidents or illnesses or expenses that the Employee Benefit Plan covers that are covered or eligible for coverage by Workers' Compensation including any payments made by Workers' Compensation carriers as exceptions or payments with no liability concerning Workers' Compensation coverage;
- b. the cost of the administration of claims, payments or other service(s) provided by the Claims Administrator for consulting fees; or
- c. expenses incurred as a result of travel within any foreign country which is covered at the time of the expense by an active U.S. Department of State issued Travel Warning.

MATERIAL CHANGES

MATERIAL CHANGES

Symetra must be notified of any Material Change ("Change") in writing and provided prior to the effective date of Change(s).

If notice is not received prior to the effective date of Change, Symetra has the right to establish the effective date of the amendment to this Policy that results from the Change.

Upon receipt of a Change, Symetra retains the right to:

- a. accept the Change without revising the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms;
- b. accept the Change and revise the Premium Rates, Monthly Aggregate Attachment Factors and coverage terms as outlined in the Premium Provisions;
- c. not accept the Change but continue to provide coverage and adjudicate claims as if the Change had not occurred; or
- d. terminate this Policy as outlined in the Contract Termination and Renewal provision.

Until Symetra makes a determination regarding notice of a Change in the Employee Benefit Plan which would alter the type or amount of benefits provided or the terms or conditions for eligibility or participation, only Covered Expenses for benefits provided by the most current Symetra approved Employee Benefit Plan will be considered for reimbursement.

CLAIMS PROVISIONS

EMPLOYEE BENEFIT PLAN'S CLAIMS ADMINISTRATION

The Policyholder must retain a Claims Administrator at all times. All Claims Administrator(s) must be approved by Symetra. The Claims Administrator performs as the Policyholder's agent and Symetra will not be held liable for any act or omission of the Claims Administrator.

Symetra will only reimburse the Policyholder for claims paid by the Claims Administrator(s).

The Claims Administrator will:

- a. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims in accordance with the terms of the Employee Benefit Plan;
- b. maintain accurate records of all claim payments;
- c. maintain separate records of expenses not covered; and
- d. provide Symetra with the following data for the preceding Policy Month on or before the 30th day of each succeeding Policy Month:
 1. number of Covered Units or Covered Family Units;
 2. notice of claims that reach 50% of the Individual Deductible; and
 3. total amount of claims paid.

LARGE CLAIMS AND POTENTIAL LARGE CLAIMS

Notice of Large Claim

The Policyholder or the Policyholder's Claims Administrator(s) must notify Symetra in writing within 10 business days of receiving information indicating that Covered Expenses qualify as a Large Claim.

If the Policyholder receives information that any claim may be or become a Large Claim, the Policyholder will immediately notify the Policyholder's Claims Administrator.

Notice of Potential Large Claim

The Policyholder or the Policyholder's Claims Administrator must notify Symetra of any Potential Large Claim in writing within 10 business days of receiving any information indicating that the claim qualifies as a Potential Large Claim.

If the Policyholder receives information that any claim may be or become a Potential Large Claim, the Policyholder will immediately notify the Policyholder's Claims Administrator.

CLAIMS PROVISIONS (continued)

LIST OF POTENTIAL LARGE CLAIMS

Covered Expenses which qualify as Potential Large Claims are listed below. Symetra retains the right to add to or delete from the list of Potential Large Claims with 30 days' written notice to the Policyholder.

<u>ICD-10 Range</u>	<u>Diagnosis</u>	<u>ICD-10 Range</u>	<u>Diagnosis</u>
B19.20-B19.21	Hepatitis C	M15-M19.93	Osteoarthritis
C01-C95.92	Malignant Neoplasms	M31-M36.8	Connective tissue disease
D46-D46.9	Myelodysplastic Syndrome	M45-M48.9	Spondylopathies
D55-D59.9	Hemolytic anemias	M86-M86.69	Osteomyelitis
D61-D61.9	Aplastic anemias	N18.1-N19	Chronic and End Stage Kidney Disease
D66-D68.311	Hemophilia and coagulation defects	P07-P07.39	Premature infants
D80-D89.9	Immunodeficiency disorders	P77-P77.39	Necrotizing Enterocolitis
E75.21-E75.22	Lipidosis, includes Gaucher's Disease	Q03-Q07.9	Congenital anomalies (brain and spine)
E76.01-E76.9	Mucopolysaccharidosis	Q20-Q26.8	Congenital anomalies (heart)
E84-E84.9	Cystic Fibrosis	Q38-Q45.9	Congenital anomalies (gastrointestinal tract)
E88.01	Alpha – 1 – Antitrypsin Deficiency	S02.1-S09.93XS	Head and facial injury
G60-G65.2	Polyneuropathies	S12-S38.3XXS	Neck and trunk injury
G70-G70.9	Myasthenia Gravis	T30-T32.99	Burns
G682.50-G682.54	Paraplegia and Quadriplegia	T81-T86.99	Surgical and medical care complications
I21-I52	Heart and lung disease	Z94.0-Z94.9	Organ or tissue transplants
I60-I67.89	Cerebrovascular disease	Z95-Z95.9	Cardiac and vascular implants/grafts
I71-I72.9	Artery disease and aneurysms	Z95.811	Heart assist device (i.e. VAD)
I80-I82.91	Venous disease	Z95.812	Artificial heart implant
J96-J99	Respiratory failure	Z99.2	Dependence on renal dialysis
K50.01-K70-K76.9	Liver disease		
K50.919	Crohn's disease		
K85-K86.9	Pancreas disease		
M05.2-M06.9	Rheumatoid arthritis		

ALTERNATIVE CARE

Symetra recognizes that under certain circumstances it may be cost effective to allow alternative care or treatment that is not covered under the Employee Benefit Plan. The Claims Administrator or Symetra may recommend alternative care. If the Policyholder allows such charges to be considered eligible, these charges will also be considered as Covered Expenses under this Policy.

NOTICE OF EXCESS LOSS CLAIM

Aggregate Excess Loss Claim

The Policyholder will submit a written Request for Reimbursement ("Request") for Aggregate Excess Loss Covered Expenses to Symetra within 31 days of the date Covered Expenses have reached the Aggregate Attachment Point.

Individual Excess Loss Claim

The Policyholder will submit a written Request for Individual Excess Loss Covered Expenses to Symetra within 31 days of the date the Covered Expenses, with respect to a Covered Unit or Covered Family Unit, have reached the Individual Deductible.

CLAIMS PROVISIONS (continued)

PROOF OF LOSS

The Policyholder's failure to submit a written Request within 31 days will not invalidate or reduce any reimbursement if it were not reasonably possible to submit said Request within such time. However, the Request must be submitted as soon as possible but in no event later than 1 year after the date written Request for Reimbursement is first required.

The Policyholder or the Policyholder's Claims Administrator(s) will submit on a timely basis all proofs of loss, reports, and supporting documents that Symetra may require.

All uncontested Requests will be reimbursed within 30 days after receipt of proof of loss, reports and supporting documents that Symetra may require.

AUDIT

Symetra or its duly authorized representative(s), prior to making a reimbursement, will have the right to inspect and audit all of the Policyholder's and the Policyholder's Claims Administrator's records and procedures as well as any other records and procedures that pertain to this Policy. Symetra will also have the right to require proof that payment of Covered Expenses has been made.

SUBROGATION

In the event of any payment(s) of Covered Expenses under the Employee Benefit Plan due to an illness and/or injury to a Covered Unit or Covered Family Unit caused by a third party, the Policyholder may be entitled to a recovery from such third party. Symetra retains the right to pursue any recovery received by the Policyholder and to collect any and all reimbursements made to the Policyholder. In the event Symetra recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Policyholder. Symetra is entitled to first recovery of payments as an offset to the deductible paid by the Policyholder.

If the Policyholder receives a recovery prior to Symetra reimbursing any Covered Expenses under the Policy, the Policyholder must deduct these payments from any reimbursement request. If the Policyholder receives a recovery after Symetra has made reimbursement for some or all of a particular claim then the Policyholder must reimburse Symetra to the extent of the reimbursement within 30 days.

The obligation of the Policyholder to reimburse Symetra remains regardless of whether the Policy is still in force on the date of recovery. In addition, this provision is applicable even if it is determined the amount of the Covered Unit's or Covered Family Unit's recovery does not fully indemnify or make whole the Covered Unit or Covered Family Unit. The Policyholder's payment to Symetra may be reduced by the reasonable and necessary expenses incurred in recovering from the other party.

SURCHARGES PROVISIONS

Symetra will reimburse surcharges required by state statute and/or regulations as Covered Expenses. In order for surcharges to be considered Covered Expenses under the Excess Loss Policy, the provider bills must be for Covered Expenses according to the terms of the Employee Benefit Plan.

EXCLUSIONS AND LIMITATIONS

Symetra will not reimburse any expenses that are:

- a. surcharges made on a per Covered Unit or Covered Family Unit basis; or
- b. penalties or fines assessed by a state against the Policyholder.

PREMIUM PROVISIONS

PAYMENT OF PREMIUMS

Premiums for this Policy must be received on or before the Premium Due Date, as shown on the Schedule, by Symetra. Payment of premium will continue Excess Loss coverage only until, but not including, the next Premium Due Date.

If the Policyholder chooses to use any third party to pay premium on its behalf, such third party is the agent of the Policyholder and the Policyholder is responsible for ensuring that the premium is received by Symetra. Symetra will not be held liable for any act or omission of the third party.

GRACE PERIOD

If premium is not received on the Premium Due Date, a 31 day grace period will be granted starting from and including the Premium Due Date. If premium is not received at the end of the 31 days, this Policy will terminate on the last date of coverage for which premium has been paid.

CHANGES IN PREMIUM RATES AND MONTHLY AGGREGATE ATTACHMENT FACTORS

Symetra has the right to establish new Premium Rates and Monthly Aggregate Attachment factors on each Policyholder Anniversary Date.

Symetra will provide the Policyholder a 45 day advance written notice in the event of any change in premium rates or Monthly Aggregate Attachment Factors at renewal.

Symetra has the right to establish new Premium Rates and new Monthly Aggregate Attachment Factors at any time during a Policy Period if:

- a. the number of enrolled Covered Units or Covered Family Units changes by more than 25% from the Enrollment shown on the Schedule;
- b. Symetra discovers an individual who was not disclosed and whom Symetra determines to be an unacceptable risk;
- c. an amendment is made to the Employee Benefit Plan;
- d. a change in the terms of Excess Loss coverage occurs; or
- e. the Policyholder experiences a Material Change as outlined in the Material Change provision.

CONTRACT TERMINATION AND RENEWAL

TERMINATION BY THE POLICYHOLDER

The Policyholder may terminate its coverage under this Policy at any time by giving Symetra 31 days' advance written notice.

TERMINATION BY SYMETRA

Symetra may terminate the Policyholder's coverage under this Policy by giving the Policyholder 45 days' written notice. Symetra can only terminate for the following reasons:

- a. the Policyholder fails to comply with a provision of this Policy;
- b. the Policyholder fails to perform the obligations under this Policy in good faith;
- c. the Policyholder is covering fewer than 50 employees;
- d. the Policyholder fails to provide the information required in the Excess Loss Disclosure Statement; or
- e. the Policyholder experiences a Material Change deemed unacceptable by Symetra.

This Policyholder's coverage under this Policy will automatically terminate if:

- a. the Policyholder does not pay all premiums that are due by the end of the Grace Period;
- b. the Policyholder does not pay claims or make available funds to pay claims as required by this Policy;
- c. the Policyholder's Employee Benefit Plan terminates; or
- d. the Policy is terminated by the Policyholder.

RENEWAL

Symetra may refuse to renew the Policyholder's coverage under this Policy by giving the Policyholder 45 days' advance written notice. Otherwise, the coverage under this Policy will automatically renew on each Policyholder's Policy Anniversary Date if the Policyholder continues to pay premiums at the rates set by Symetra.

GENERAL CONTRACT PROVISIONS

ENTIRE CONTRACT

This entire contract consists of:

- a. the pages of this Policy, including any amendments or endorsements;
- b. the Policyholder's Acceptance;
- c. the Excess Loss Schedule of Benefits;
- d. the Policyholder's Employee Benefit Plan(s) together with and as qualified by the Plan Approval Notification(s); and
- e. the Disclosure Statement.

LIABILITY AND INDEMNIFICATION

Symetra is not liable for any costs the Policyholder incurs because of any disputes or contested claims under the Employee Benefit Plan. Symetra is not liable for punitive, exemplary or consequential damages. The Policyholder must hold Symetra harmless from damages of any kind which are not caused by Symetra's own acts or omissions.

OBLIGATION

Symetra is acting only as a provider of insurance to the Policyholder. Symetra is not and will not be considered a fiduciary. Symetra assumes no obligations required by the Employee Retirement Income Act (ERISA) of 1974, as amended.

Symetra has no responsibility or obligation to directly reimburse any Covered Unit or Covered Family Unit. This Policy will not create any right or legal relationship between Symetra and any Covered Unit or Covered Family Unit. Symetra's sole obligation under this Policy is to the Policyholder.

ASSOCIATED COMPANIES

Excess Loss Insurance is extended to the Policyholder's Associated Companies listed on the Schedule. Additions and terminations may only be made by amendment to coverage under this Policy. Termination of an Associated Company is treated as termination of coverage for that company only.

NOTICE

For purposes of any notice required under this Policy, notice to the last known Claims Administrator will be considered notice to the Policyholder. Notice to the Policyholder will be considered notice to the Claims Administrator.

RECORDS

The Policyholder must:

- a. keep appropriate records regarding administration of the Employee Benefit Plan;
- b. allow Symetra to review and copy, during normal business hours, all records affecting Symetra's liability; and
- c. ensure that Symetra receives monthly status reports and other data as requested under the Claims Provisions of this Policy.

GENERAL CONTRACT PROVISIONS (continued)

CLERICAL ERROR

Clerical error, whether by the Policyholder or Symetra, will not invalidate coverage validly in force or affect coverage validly terminated. Clerical errors should be reported and corrected. Symetra will make appropriate adjustments in the premiums due for claims eligible for reimbursement under this Policy. Refunds and credits are limited to the 12 month period prior to the request for adjustment.

LEGAL ACTION

No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after 3 years from the time written proof of loss is required to be furnished.

AMENDMENTS TO THIS POLICY

This Policy or the Policyholder's coverage under this Policy may be amended at any time by mutual consent between the parties. Such modification must be by written agreement signed by Symetra's President, Vice President or Secretary. Only these Officers have the authority to modify coverage under this Policy, waive any of Symetra's rights or requirements or make any promise with respect to benefits under this Policy.

TAXES

If premium taxes should be assessed against the Policyholder, with respect to claims paid under the Policyholder's Employee Benefit Plan, the Policyholder shall hold Symetra harmless from any tax liability.

MEDICAL CONVERSION PRIVILEGE

This benefit applies only if indicated on the Schedule.

An employee whose coverage under the Employee Benefit Plan ends solely due to termination of employment or change in classification may be eligible for an individual medical conversion policy. A dependent whose coverage under the Employee Benefit Plan ends solely due to loss of dependency status or change in classification may also be eligible.

Eligibility for conversion is determined as follows:

- a. the person must have been covered for medical benefits under the Employee Benefit Plan for at least 3 months;
- b. proof of good health will not be required;
- c. the person must be under the age of 65;
- d. the person must be a resident of the United States;
- e. the person's coverage under the Employee Benefit Plan must end prior to termination of the Policyholder's coverage under this Policy; and
- f. the person must not currently have an individual medical conversion policy issued through Symetra or be covered by or eligible for any other group, individual, employer-based or government major medical policy or plan.

Symetra, or its designee, will issue an individual medical conversion policy subject to the following:

- a. the eligible person must apply for conversion and the application and first premium payment must be received by Symetra or its designated conversion carrier within 31 days after the date coverage under the Employee Benefit Plan terminates;
- b. a then current individual medical conversion policy will be issued at the rate in use on the conversion effective date; and
- c. the effective date of the individual medical conversion policy will be the day after coverage terminates under the Employee Benefit Plan.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

POLICYHOLDER ACCEPTANCE

Policy Number: 16-013831-00

The Policyholder: City of Vancouver

(Legal Name)

has received a Symetra contract (LGC-12000) and has approved and accepted the terms of this contract.

No reimbursement under this Policy will be paid until such time as this Policyholder Acceptance has been executed and received by Symetra.

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Name: _____
(Please Print Name of Signatory)

Title: _____
(Please Print)

By: _____
(Signature of Policyholder)

Signed at: _____
(City / State)

On: _____
(Date)

Witness: _____
(Signature)

Title: _____
(Please Print)

Instructions to Policyholder: (1) **Sign and return to Symetra.**
(2) **Retain copy with your Policy.**

INDIVIDUAL EXCESS LOSS ADVANCE FUNDING ENDORSEMENT

The Policyholder may request Advance Funding for Covered Expenses when all of the following conditions have been met:

- a. the request must be made in writing to Symetra;
- b. the Covered Expenses that apply toward the Individual Deductible shown on the Schedule or the Alternate Individual Deductible for a Covered Unit or Covered Family Unit must be a Paid Claim;
- c. Covered Expenses are adjudicated before the Policy Period ends; and
- d. the minimum request must be \$1,000 per Covered Unit or Covered Family Unit.

In order for Covered Expenses to be eligible for Advance Funding Symetra must receive the requests:

- a. during the Policy Period;
- b. during the Run-out Period; or
- c. within 30 days after the Policy Period or the Run-out Period ends.

Advanced Funds must be used to pay the Covered Expenses within 5 working days after the Policyholder receives the funds. If the funds or any portion of the funds are not used as required within this timeframe, the Policyholder must repay the advanced funds to Symetra within 10 working days after receiving the funds.



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135
www.symetra.com

Symetra® is a registered service mark of
Symetra Life Insurance Company.



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Mailing Address: PO Box 34690
Seattle, WA 98124-1690

Phone 1-800-796-3872
TTY/TDD 1-800-833-6388

www.symetra.com

ADMINISTRATIVE AGREEMENT between
Symetra Life Insurance Company ("Symetra")
and
Policyholder: City of Vancouver

Symetra Excess Loss Policy Number: 16-013831-00

Effective Date: January 1, 2019

This ADMINISTRATIVE AGREEMENT ("Agreement") is entered into by and between City of Vancouver ("Policyholder") and Symetra. The Policyholder has requested certain clarifications or modifications to the Policy and in consideration thereof, Symetra will:

Administer without reference to subsection c in the following provision:

The EXCLUSIONS provision on Form LGC-12000/WA 10/15, GENERAL EXCLUSIONS AND LIMITATIONS:

EXCLUSIONS

Symetra will not reimburse any loss or expense caused by or resulting from any of the following:

- a. expenses for occupational accidents or illnesses or expenses that the Employee Benefit Plan covers that are covered or eligible for coverage by Workers' Compensation including any payments made by Workers' Compensation carriers as exceptions or payments with no liability concerning Workers' Compensation coverage; or
- b. the cost of the administration of claims, payments or other service(s) provided by the Claims Administrator for consulting fees; or
- c. expenses incurred as a result of travel within any foreign country which is covered at the time of the expense by an active U.S. Department of State issued Travel Warning.

The terms of this Agreement do not amend or alter any other provisions of the Policy in any way.

This Agreement must be signed, dated, and returned to Symetra in order to become effective. The Agreement may not be assigned.

Agreed: Margaret Meister December 18, 2018
Margaret Meister (Date)
President and CEO
Symetra Life Insurance Company

Agreed: _____
(Officer) (Title) (Date)
City of Vancouver

- (1) Sign and return to Symetra.
- (2) Retain copy with your policy.



Symetra Life Insurance Company

777 108th Avenue NE, Suite 1200
Bellevue, WA 98004-5135

Local Office: Benefits Division
8880 Rio San Diego Drive, Suite 1090
San Diego, CA 92108

Phone 1-800-396-6214

Fax (619) 497-1350

www.symetra.com

11/21/2018

Debra Quinn
City of Vancouver
415 W. 6th Street
Vancouver, WA 98660

Dear Debra,

This is to confirm that the stop loss coverage for City of Vancouver, Policy Number 16-013831-00, will be effective 1/1/2019 even if we receive the signed contract and binder premium after 1/1/2019. All participants under the City of Vancouver plan will be covered by Symetra effective 1/1/2019, even if we don't receive the signed contract or binder premium until after 1/1/2019.

We cannot reimburse on any stop loss claim until we receive the signed contract and binder premium.

11/21/2018


Tracy Elbers
Regional Group Manager
Signed by: Elbers, Tracy



Symetra Life Insurance Company
777 108th Avenue NE, Suite 1200
Bellevue, Washington 98004-5135

FOR OFFICE USE ONLY
Policy Number 16-013831-000

EXCESS LOSS ALTERNATE REIMBURSEMENT ENDORSEMENT

Symetra and City of Vancouver agree that this endorsement
(Policyholder)

is effective 01-01-2019 for the Policy Period: from 01-01-2019 to 01-01-2020. The Alternate Reimbursement Listing designates which of the Alternate Reimbursement Options will apply to each of the affected Covered Units or Covered Family Units. In addition, the Alternate Reimbursement Listing will also designate the following items where applicable:

- Alternate Reimbursement Effective Date
- Alternate Individual Deductible
- Alternate Run-in Limit
- Alternate Run-in Period

☒ **Alternate Reimbursement Option A (deductibles) (applicable if checked)**

Covered Units or Covered Family Units with Option A designated will have to meet the Alternate Individual Deductible before being considered for reimbursement under Individual Excess Loss.

Where an Alternate Individual Deductible applies, the amount of Covered Expenses that may be applied toward the Aggregate Attachment Point is limited by the Individual Deductible listed on the Schedule. Covered Expenses in excess of the Individual Deductible will not apply toward the Aggregate Attachment Point.

☐ **Alternate Reimbursement Option B (alternate effective dates) (applicable if checked)**

This section applies to Covered Units or Covered Family Units with Option B1, B2, or B3 designated. In order to be considered for reimbursement under Aggregate or Individual Excess Loss coverage, Covered Expenses for such Covered Units or Covered Family Units must be:

- Option B1: incurred on or after the Alternate Reimbursement Effective Date and paid within the Policy Period shown on the Schedule.
- Option B2: incurred on or after the Alternate Reimbursement Effective Date and paid within the Policy Period or the Run-out Period shown on the Schedule.
- Option B3: incurred on or after Alternate Reimbursement Effective Date or during the Alternate Run-in Period and paid within the Policy Period or the Run-out Period shown on the Schedule.

☐ **Alternate Reimbursement Option C (Run-in Limits) (applicable if checked)**

For Covered Units or Covered Family Units with Option C designated, the amount of Covered Expenses incurred during the Alternate Run-in Period that may be applied toward the Aggregate and Individual Excess Loss coverage is limited by the Alternate Run-in Limit. Covered Expenses incurred during the Alternate Run-in Period that are in excess of the Alternate Run-in Limit will not apply to Aggregate or Individual Excess Loss coverage.

All other terms and provisions of the Excess Loss Policy will apply.



Staff Report 011-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019
1/28/2019

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

None

Action Requested

On Monday, January 7, 2019, approve ordinance on first reading and set date of second reading and public hearing for Monday, January 28, 2019.

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

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 five 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 a five (5) year time period; and

WHEREAS, during this five (5) 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; and

ORDINANCE - 1

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

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

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, 2018 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: Council Members

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 (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:

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

Signatures appear on the following pages.

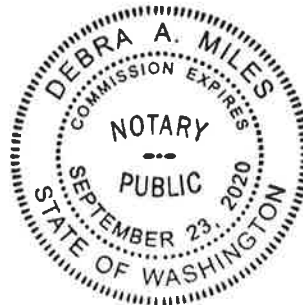
Providence Academy LLC
Academy Development LLC

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

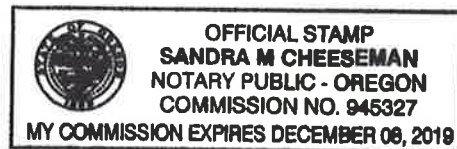
1/3/19
Date

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



City of Vancouver, a municipal corporation

By: _____
Its: _____

Date

STATE OF _____)
County of _____) ss.

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 voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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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

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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.

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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

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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.

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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.

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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

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.

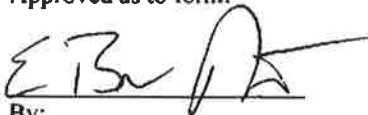
Dated: January 5, 2016.




Signature

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

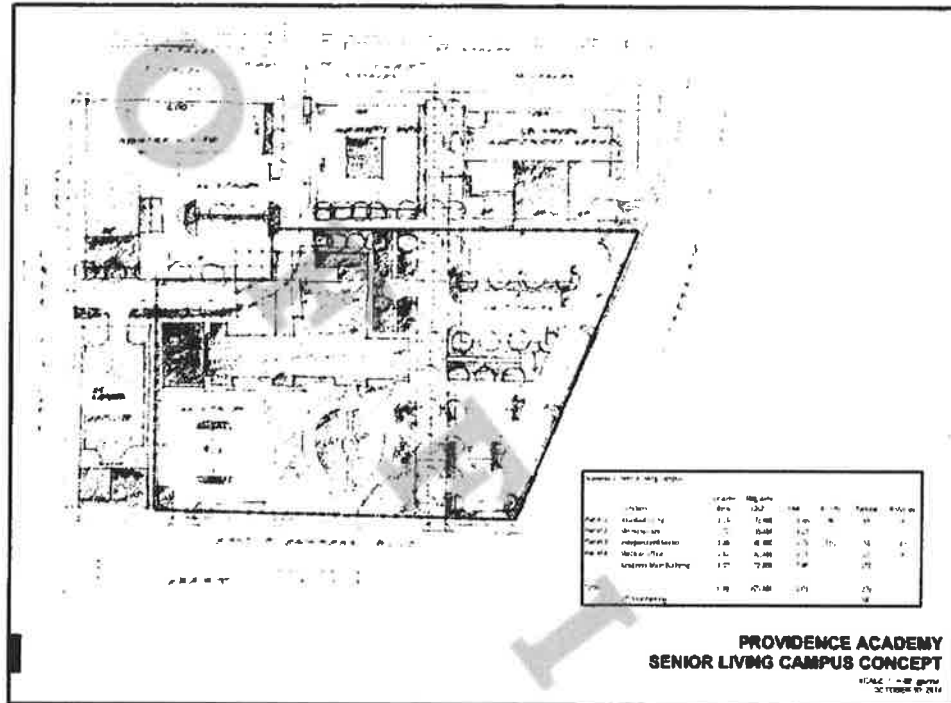
Approved as to form:



By:
City Attorney

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DEVELOPMENT PROPOSALS – SCENARIOS UNDER CONSIDERATION



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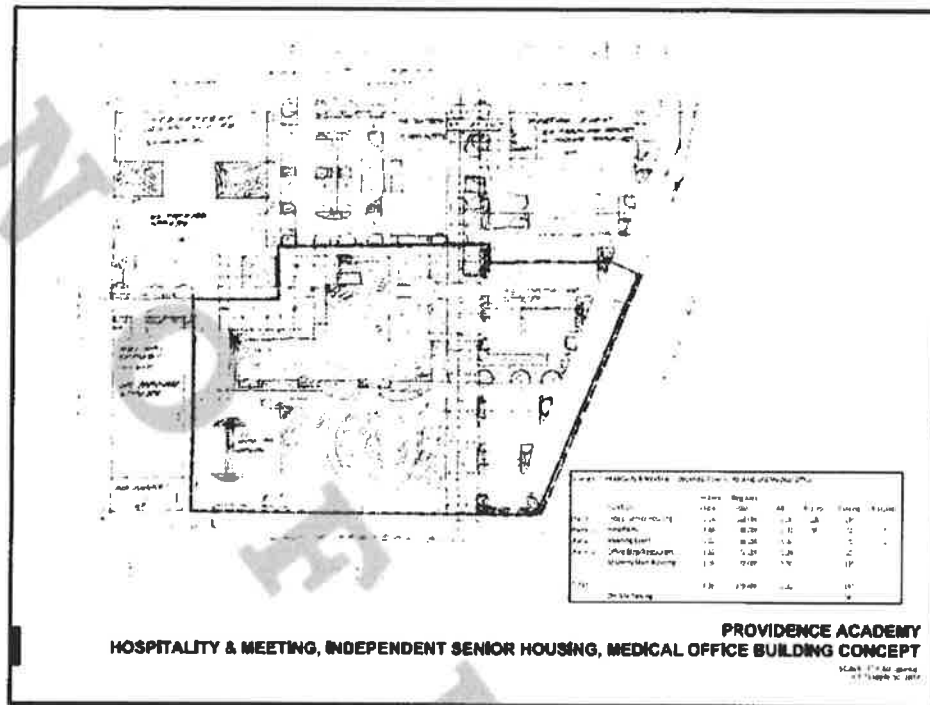


EXHIBIT B

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;

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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 12TH 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**.**

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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:

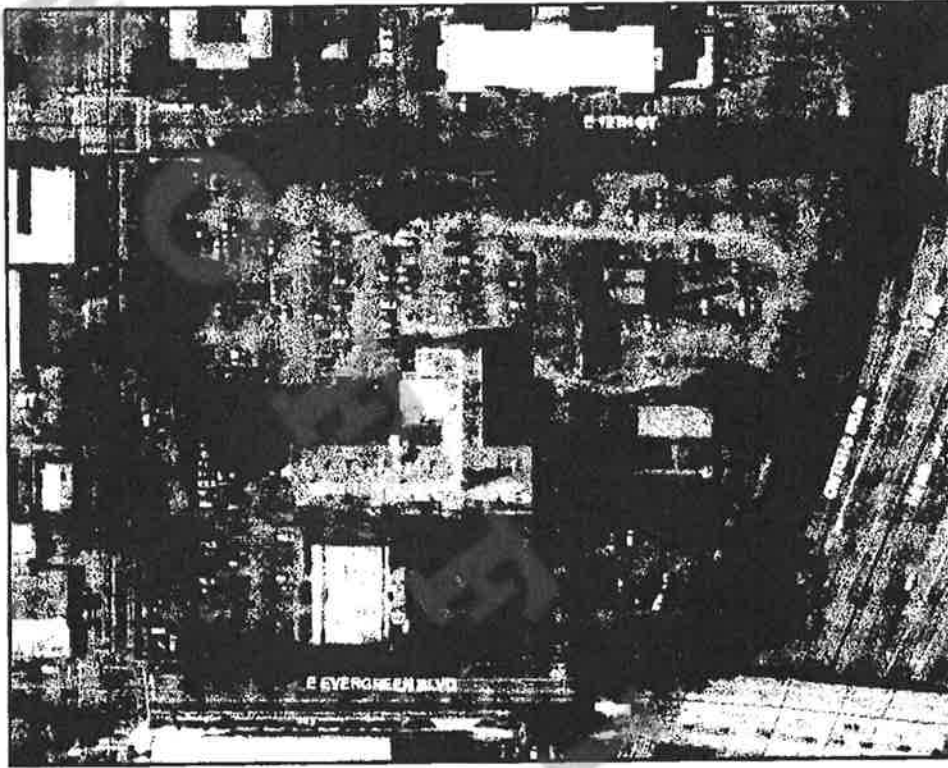
COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 42 OF CITY OF VANCOUVER (COMMONLY KNOWN AS EAST VANCOUVER), ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "C" OF PLATS, PAGE 70, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 42, ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF EAST 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

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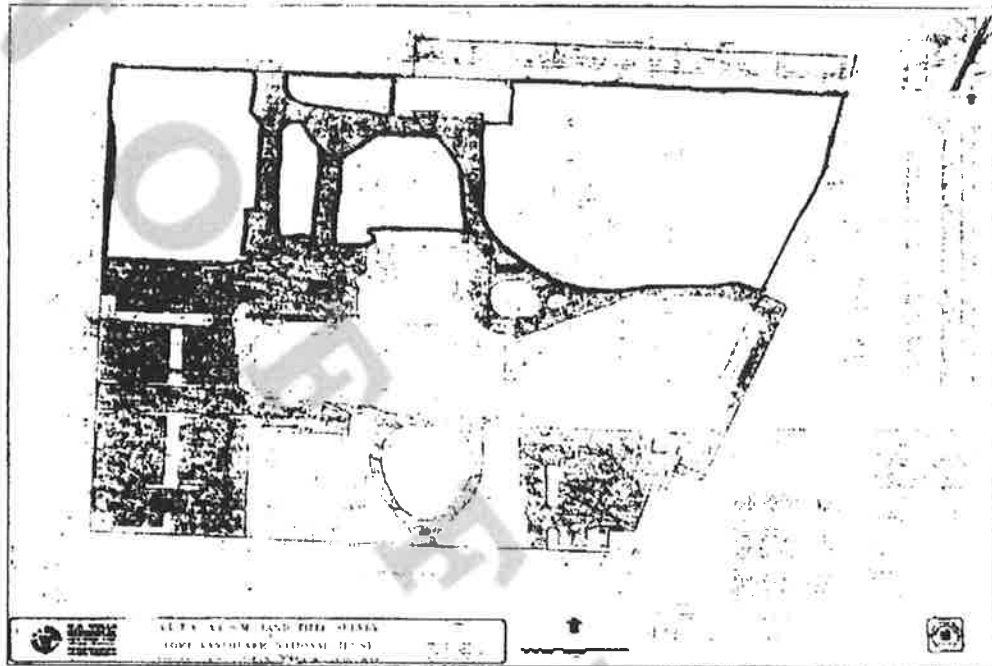
DISTANCE OF 134.62 FEET; THENCE NORTH 02°23'59" EAST A DISTANCE OF 87.70 FEET; THENCE SOUTH 87°46'11" EAST A DISTANCE OF 25.00 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING SOUTH 87°46'11" EAST A DISTANCE OF 170.71 FEET; THENCE NORTH 01°29'21" EAST A DISTANCE OF 162.37 FEET TO THE CENTERLINE 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 12TH 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**.

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



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



Impact Fee Waiver- The Pacific



Vancouver City Council

January 7, 2019

Peggy Sheehan, Programs Manager

Presentation Overview

- Background
- Impact Fee Basics
- Low Income Housing Definition
- Impact Fee Waiver Process
- Projects Details
- Next Steps

Background

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

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

What am I required to submit?

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

Application Form:

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

Preferred contact person: _____

Mailing address: _____

Telephone: _____ Email: _____

Applicant Name: _____

Property Information:
Property address: _____

Building permit number: _____ Parcel number: _____

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

Project Description:

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

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

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

Things To Consider

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

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

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

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

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

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

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

5-17

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

CITY OF
Vancouver
WASHINGTON

Impact Fee Basics

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

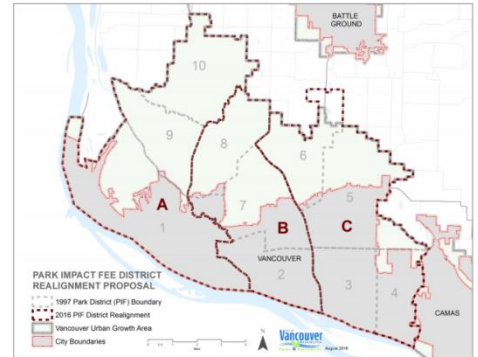
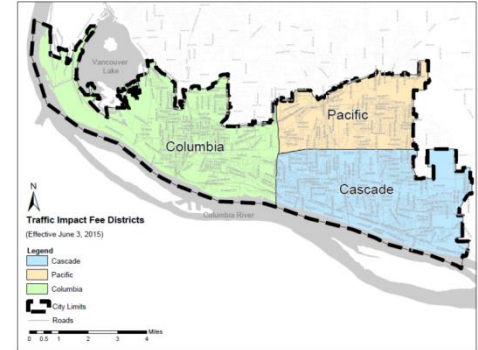
Project developers pay a proportionate share of the cost of new facilities needed to serve growth in the surrounding service districts.



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

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

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



Low Income Housing Definition

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

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

Impact Fee Exemption Process

For traffic and park impact fees:

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

For school impact fees:

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

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

Impact Fee Exemption Process

The City Council may either:

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

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

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

The Pacific- 7818 NE 32nd Street

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

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

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

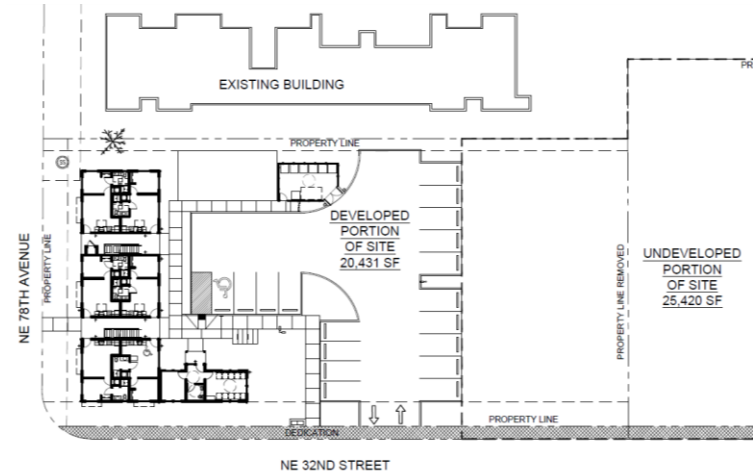


Potential Waiver Projects

The Pacific Impact Fees (rounded to closest dollar amount)

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

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



Staff Recommendation–

- The Pacific will add much needed units for people who are exiting homelessness
- The waiver of \$49,522 in fees will help in keeping the rents affordable.
- Request City Council to waive 80% of impact fees.
- If resolution passes, a covenant running with the land to maintain low income housing status will be recorded.

Questions and Discussion

Peggy Sheehan- Programs Manager

Peggy.sheehan@cityofvancouver.us

(360) 487-7952

www.cityofvancouver.us/affordablehousing





Staff Report 012-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Impact Fee Waiver - The Pacific

Key Points

- The City desires to stimulate affordable housing through waiver of Transportation and Park impact fees. Through VMC 20.915 City council may waive Transportation and Park development impact fees. The applicant in turn is required to maintain the affordability limitations for the project in perpetuity.

Strategic Plan Alignment

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

Present Situation

In 2016 Council approved Ordinance M-4154 allowing a partial exemption or full waiver of transportation and parks impact fees to spur affordable housing projects. A waiver of the school district impact fees is available upon approval by school district.

For residential developments of four or more units Council may, by resolution, partially exempt up to 80% of the impact fees or fully waive 100% of the impact fees. If Council only partially exempts the development, up to 80% of the impact fee, there is no requirement to pay the exempted portion of the fee from public funds. If Council fully waives the development from impact fees, the remaining 20% of the waived fee must be paid from public funds other than impact fee accounts. Impact fee rates may not be increased to recapture impact fees lost through the exemption/waiver process.

The Pacific

- Currently vacant site
- New construction will provide 18 multifamily units for previously homeless or low income persons
- Request is for 80% partial impact fee exemption

Advantage(s)

1. Adds 18 multifamily units in the Fourth Plain district,
2. Tenants to be previously homeless persons or low income people with developmental disabilities/special needs earning less than 50% of AMI.
3. Affordability component remains in perpetuity.

Disadvantage(s)

1. Loss of \$24,480 in Transportation impact fees
2. Loss of \$25,042 in Park impact fees

Budget Impact

- Loss of \$24,480 in Transportation impact fees
- Loss of \$25,042 in Park impact fees

Prior Council Review

Council Workshop December 17, 2018

Action Requested

Adopt a resolution granting a partial impact fee waiver for The Pacific develop and initiating the impact fee waiver process.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- Resolution

01/07/19

RESOLUTION NO. _____

A RESOLUTION of the City Council of the City of Vancouver Washington approving a partial exemption of the collection of Traffic and Park Impact Fees in the amount of \$49,522 for The Pacific Development.

WHEREAS, the City Comprehensive Plan encourages development and funding for affordable housing and opportunities to provide unsubsidized housing; and

WHEREAS, pursuant to RCW 82.02.060, Vancouver Municipal Code 20.915.080 allows for conditional reduction, exemption, or waiver of Traffic and Park Impact Fees; and

WHEREAS, local governments may either: (1) grant a partial exemption of not more than eighty percent of impact fees, in which case there is no requirement under state law to pay the exempted portion of the fee from the City or other than impact fee accounts; or (2) provide a full waiver, in which case the remaining percentage of the exempted fee must be paid from City funds other than impact fee accounts; and

WHEREAS, The Housing Initiative is a Washington Limited Liability Company with a governor being the Council for the Homeless, a Washington non-profit corporation, dedicated to bettering the homeless problem in the Vancouver area; and

WHEREAS, The Housing Initiative has applied for a partial exemption 80% in the amount of \$49,522 of Traffic and Park Impact Fees for the Pacific Apartments, a project consisting of 18 residential units for low income persons which would otherwise be due not later than the time of issuance of building permits; and

WHEREAS, the applicant has met the eligibility criteria of VMC 20.915.080 and agreed, through proposed covenant, to provide low income housing in perpetuity; and

WHEREAS, the City Council recognizes the importance of providing low income housing within the City of Vancouver.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Findings. The Housing Initiative has applied for partial impact fee exemption for the Pacific Apartments low income housing project located at 7818 NE 32nd Street. Pursuant to VMC 20.915.080 D, the City Council makes the following findings:

1. The Applicant has documented that the housing meets appropriate standards regarding household income, rent levels, and number of units by submitting evidence of agreements or contracts.
2. The Applicant has agreed to be monitored by the City of Vancouver to ensure compliance with the income requirements of VMC 20.915.
3. Prior to receiving building permits the developer shall record a covenant with the Clark County Auditor attesting that:
 - a. The property is prohibited from being used for any purpose other than for low-income housing.
 - b. If the property is converted to a use other than for low-income housing, the current property owner must pay the applicable impact fees in effect at the time of conversion.
 - c. Low-income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, as reported by the United States Department of

RESOLUTION - 2

Housing and Urban Development.

4. The City of Vancouver will not collect revenue lost through the granting of the exemption by increasing impact fees unrelated to the exemption.
5. The applicant is proposing a rental development. Adequate documentation has been provided attesting that such housing will remain exclusively available to low-income households at affordable rents in perpetuity.
6. The applicant will record appropriate covenants to insure compliance with the requirements set forth in VMC 20.915.080.

Section 2. Partial Exemption of Impact Fees. The impact fee waiver is for 18 housing units. Total Park impact fees for the development are \$31,302. The applicant is requesting a partial exemption of Park impact fees at 80% (\$25,042) for a final remaining fee of \$6,260 to be paid by applicant to the City of Vancouver at time of building permit issuance.

The total Traffic impact fee is \$30,600. The applicant is requesting a partial exemption of Traffic impact fees at 80% (\$24,480) for a final remaining fee of \$6,120 to be paid by applicant to the City of Vancouver at the time of building permit issuance.

The total combined impact fee exemption of \$49,522 will result in a final combined impact fee of \$12,246 for Parks and Transportation, exclusive of applicable School Impact Fees, which are not waived.

Section 3. Severability. If any provision of this resolution or its application to any person or circumstance is held invalid, the remainder or the application of the provision to other persons or circumstances is not affected.

RESOLUTION - 3

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

Anne McEnerny-Ogle, Mayor

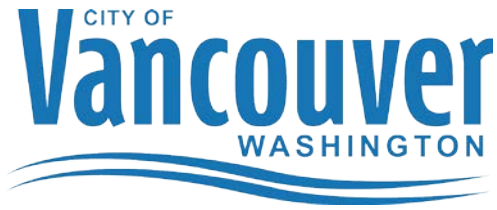
Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 4



MEMORANDUM

DATE: Monday, January 7, 2019

TO: Mayor and City Councilmembers

FROM: Council Committee I (Glover, Hansen, and Stober)

CC: Eric J. Holmes, City Manager
Michelle Bartley, Boards & Commissions

RE: Nomination for Reappointment to the Clark County Arts Commission

The Clark County Arts Commission promotes awareness and support of the arts as a vital part of our community and local economy by creating a more visually pleasing environment, while also expanding the opportunity and accessibility of citizens to experience art in public spaces.

Lynne Bowden was appointed to a mid-term appointment to the Clark County Arts Commission on August 6, 2018 expiring December 31, 2018. Per Council policy 100-06, section 4.2 Length of Service for Boards and Commission Members states:

If a candidate is selected to fill the remainder of an unexpired term of six (6) months or less, their appointment shall be for the unexpired term plus the next full term.

Lynne's reappointment will begin immediately and expire on December 31, 2022.

If there are no objections, I would like to recommend making this reappointment at the **Monday, January 7, 2019** Council meeting.

Attachments:
Application
Current Roster

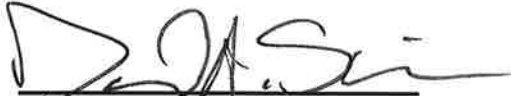
VOUCHER APPROVAL

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:

\$ **14,515,672.43** this 7th day of January 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
December 11 - December 31	Accounts Payable Checks (see attached)	\$ 11,577,560.89
December 11 - December 31	Visa Refunds (see attached)	\$ 4,524.52
December 11 - December 31	Payroll Checks (see attached)	\$ 2,933,587.02
TOTAL		\$ 14,515,672.43

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
120079	11-Dec-2018	118,444.52	US BANK TRUST	***WIRE*** TAX REVENUES - TREASURY
120080	11-Dec-2018	1,030,141.40	INTERNAL REVENUE SERVICE	***WIRE*** 23 2018 PAYROLL TAXES
*120081	11-Dec-2018	8,404.47	BANK OF AMERICA	***WIRE*** 23 2018 HSA
120084	12-Dec-2018	21,206.89	STATE OF OREGON	***WIRE*** 23 2018 OREGON PR TAXES
*120085	12-Dec-2018	26,774.22	GALLAGHER BASSETT SERVICES INC	***WIRE*** SDR FUNDING WC ADJUSTING
120088	14-Dec-2018	731,595.83	STATE OF WASHINGTON	***WIRE*** 23 2018 PERS/LEOFF
120089	18-Dec-2018	189,562.89	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** WEEKLY BLUE CROSS CLAIMS, WEEK 2 OF DECEMBER
120090	18-Dec-2018	9,190.76	ACTIVE NETWORK INC	***WIRE*** ACTIVENET FEES - 12/1/15-12/16/18 - TREASURY
120091	19-Dec-2018	176,476.96	STELLAR J CORP	***WIRE*** WATER STATION 1 - PHASE 1 - EST 24 - THRU 11/25/18
120092	20-Dec-2018	25,667.58	GALLAGHER BASSETT SERVICES INC	***WIRE*** WORKERS' COMP FUNDING / MESSAGE ID: 43979847
120093	20-Dec-2018	748,721.42	OPERATIONS MANAGEMENT INTERNATIONAL INC	***WIRE*** 18NOV - PROJ 664927.03 L3 P2 S0 S1 & UV - CUST 003143 - REF VANC - OPERATION OF THE VANCOUVER WASTEWATER TREATMENT FACILITIES - MP ENG
120094	24-Dec-2018	138,312.81	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS, WEEK 3 OF DECEMBER
120095	24-Dec-2018	11,335.24	ALLEGIANCE BENEFIT PLAN MANAGEMENT	***WIRE*** PAYROLL
120096	24-Dec-2018	21,275.00	WASHINGTON STATE FIREFIGHTERS	***WIRE*** PAYROLL
120097	24-Dec-2018	55,632.63	STATE OF WASHINGTON 457	***WIRE*** PAYROLL
120098	24-Dec-2018	75.00	HRA VEBA PLAN	***WIRE*** PAYROLL
120099	24-Dec-2018	24,767.13	VANCOUVER FIREFIGHTERS UNION HEALTH	***WIRE*** PAYROLL
120100	24-Dec-2018	375.00	OREGON SDU	***WIRE*** PAYROLL
120101	24-Dec-2018	1,414.35	VANCOUVER FIRE COMMAND OFFICERS	***WIRE*** PAYROLL
120102	24-Dec-2018	145,435.56	ICMA CORP	***WIRE*** PAYROLL
120103	24-Dec-2018	12,561.68	WESTERN STATES HEALTH &	***WIRE*** PAYROLL
120104	24-Dec-2018	13,462.22	ICMA 401A	***WIRE*** PAYROLL
120105	24-Dec-2018	5,817.08	WASHINGTON SDU	***WIRE*** PAYROLL
120106	24-Dec-2018	20,137.57	ING	***WIRE*** PAYROLL
120107	26-Dec-2018	783,480.33	INTERNAL REVENUE SERVICE	***WIRE*** 24 2018 PAYROLL TAXES; FEDERAL W/H
120108	27-Dec-2018	7,654.47	BANK OF AMERICA	***WIRE*** 24 2018 PAYROLL HSA
120109	27-Dec-2018	17,634.16	STATE OF OREGON	***WIRE*** 24 2018 PAYROLL TAXES; OREGON W/H
120110	27-Dec-2018	29,349.41	GALLAGHER BASSETT SERVICES INC	***WIRE*** SDR FUNDING GALLAGHER BASSETT MESSAGE ID 44072573
120111	28-Dec-2018	16,742.13	INTERNAL REVENUE SERVICE	***WIRE*** 3R QTR 2018 NOTICE CP161
120112	28-Dec-2018	8,500.00	MARK BROWN	***WIRE*** 18DEC - MONTHLY INTERGOVERNMENTAL RELATIONS - CMO
120113	28-Dec-2018	90.00	STATE OF WASHINGTON	***WIRE*** 18DEC - WA STATE CPL FEE - 5 APPLICANTS - VPD
120114	31-Dec-2018	101,916.21	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000340 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS
120115	31-Dec-2018	101,916.21	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000340 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS
120116	31-Dec-2018	101,916.21	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000341 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS
120117	31-Dec-2018	118,518.14	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000339 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS
120118	31-Dec-2018	118,518.14	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000339 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS
120119	31-Dec-2018	141,157.16	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000338 - FREIGHTLINER - 114SD DD13 - DES - EQUIP SVCS
120120	31-Dec-2018	701,201.75	STATE OF WASHINGTON	***WIRE*** 24 2018 PERS/LEOFF
120121	31-Dec-2018	332,750.33	BLUE CROSS BLUE SHIELD OF OR	***WIRE*** BLUE CROSS WEEKLY CLAIMS INVOICE FOR DECEMBER WEEK 4
120122	27-Dec-2018	265,959.23	WASHINGTON STATE DEPT REVENUE	***WIRE*** EXCISE/SALES TAX COMBINED RETURN ~ NOVEMBER 2018
120123	27-Dec-2018	10,613.39	WASHINGTON STATE DEPT REVENUE	***WIRE*** USE TAX FOR THE PERIOD OF NOV-2018
120124	31-Dec-2018	101,916.21	GORDON TRUCK CENTERS	***WIRE*** CUST 100552 REF: M303000340 - FREIGHTLINER - 108SD CUMMINS L - DES - EQUIP SVCS

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597773	12-Dec-2018	448.76	A LINE ASPHALT MAINTENANCE INC	SUMMARY: 18OCT - MAINTENANCE RATED SWEEP - MULTIPLE LOTS & LOCATIONS - PARKING
597774	12-Dec-2018	88.93	ACTION TECHNOLOGY SYSTEMS	ACCT 70010313 - FIRE ALARM MONITORING - 18OCT-18DEC - WATER STN 1 - OP CENTER - RECEIPT 138701 BY P NEWTON PER E-MAIL
597775	12-Dec-2018	17.92	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 11/07/18 - FIRE STATION 5
597775	12-Dec-2018	3.25	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 11/13/18 - FIRE STATION 5
597776	12-Dec-2018	87.00	Allmon, Gary D	WMI APPLICATION REIMBURSEMENT
597777	12-Dec-2018	1,926.50	ALTA PLANNING & DESIGN	PROJ 00-2018-216 - VEHICULAR WAYFINDING - THRU 10/31/18 - CDD - RECEIPT 138663 BY B THOMAS PER E-MAIL
597778	12-Dec-2018	200.00	AMERICAN MEDICAL RESPONSE NORTHWEST INC	TRIPS 5524817 & 5625115 - MEDICAL SERVICE/BLOOD DRAW - 18NOV - VPD
597779	12-Dec-2018	55.48	ARAMARK UNIFORM SERVICES INC	CUST 792566477 - COVERALL CLEANING - THRU 11/14/18 - OP CENTER
597780	12-Dec-2018	237.93	ARCHAEOLOGICAL SERVICES OF CLARK COUNTY LLC	PROJ 18757-PLS SITE PL COV PRED REPORT REVIEW - 11/09/18-11/16/18 - PREDETERMINATION REVIEW/REPORT - DRS - RECEIPT 138702 BY B THOMAS PER E-MAIL
597781	12-Dec-2018	147.51	ARLYS BORJESSON	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597782	12-Dec-2018	66.50	ASHLEY WEBB DBA AWTRANSCRIBES	11/17/18 - TRANSCRIPTION SERVICES - CAUSE 8Z0280954 - CMO
597783	12-Dec-2018	12,038.50	ASPECT CONSULTING LLC	PROJ 180118 - WATER RIGHTS UTILIZATION STUDY - THRU 10/26/18 - MP ENG
597784	12-Dec-2018	5,206.19	BHC CONSULTANTS LLC	PROJ 18-10560.01 - ON-CALL SANITARY SYSTEM PLANNING/DESIGN SERVICES - THRU 10/26/18 - MP ENG
597785	12-Dec-2018	655.17	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 100279346 - MEDICAL SUPPLIES - FIRE
597786	12-Dec-2018	69.86	Boyer, Scott K	CLOTHING ALLOWANCE REIMBURSEMENT FOR SCOTT BOYER
597787	12-Dec-2018	84.75	Butler, Chad Richard	BLEA
597788	12-Dec-2018	691.00	CAMAS SCHOOL DISTRICT #117	10/26/18 - SUBSTITUTE TEACHER CHARGES - 5 EA - WREC "KICK-OFF" - WREC
597789	12-Dec-2018	106,731.51	CENTENNIAL CONTRACTORS ENTERPRISES, INC.	WATER STATION ROOFING PROJECT - EST 1 - THRU 10/31/18
597790	12-Dec-2018	56.03	CHRISTENSON ELECTRIC INC	PAYMENT OVERAGE
597791	12-Dec-2018	438.00	CITY OF VANCOUVER	SUMMARY - FIRE ALARM SYSTEM REPORT REVIEW & FALSE ALARM FEE - OP CENTER
597792	12-Dec-2018	2,380.00	CITY OF VANCOUVER	CUST 93891 - CONFINED SPACE/RISK MANAGEMENT PLANNING/CHEMICAL HAZARD FEES - OP CENTER/WATER DIVISION
597793	12-Dec-2018	5,516.83	CITY OF VANCOUVER ADVANCE TRAVEL	REIMBURSE ADVANCE TRAVEL FUND
597794	12-Dec-2018	931.00	CITY OF VANCOUVER POLICE TRAVEL FUND	TO REIMB. CHECKS WRITTEN AGAINST POLICE TRAVEL ADVANCE FUNDS.
597795	12-Dec-2018	3,271.75	CITY OF VANCOUVER POLICE TRAVEL FUND	TO REIMB. CHECKS WRITTEN AGAINST POLICE TRAVEL ADVANCE FUNDS.
597796	12-Dec-2018	6,829.20	CLARK COUNTY	WORK CREW 05 - 18OCT - OP CENTER
597796	12-Dec-2018	7,101.90	CLARK COUNTY	WORK CREW 06 - 18OCT - OP CENTER
597796	12-Dec-2018	6,144.40	CLARK COUNTY	WORK CREW 07 - 18OCT - OP CENTER
597796	12-Dec-2018	6,527.20	CLARK COUNTY	WORK CREW 11 - 18OCT - OP CENTER
597796	12-Dec-2018	7,633.88	CLARK COUNTY	WORK CREW 12 - 18OCT - OP CENTER
597797	12-Dec-2018	1,000.00	CLARK COUNTY TITLE CO	RECONVEYANCES FOR: WOODRUFF; GINTER; VALENCIA; BOELL; ATCHLEY
597798	12-Dec-2018	85.84	CLARK PUBLIC UTILITIES	ELECTRIC USAGE - 11/02/18-12/04/18 - 1211 W COLUMBIA WAY
597799	12-Dec-2018	179.95	CLARK PUBLIC UTILITIES	ELECTRIC USAGE - 11/02/18-12/04/18 - W COLUMBIA WAY & PARKWAY PL - OPS CENTER
597800	12-Dec-2018	340.04	Collum, John W	WA COMMERCE OPPORTUNITY ZONES MEETING
597801	12-Dec-2018	487.50	COMCAST CABLE COMMUNICATIONS	SUMMARY: INTERNET SERVICE - MULTIPLE LOCATIONS
I				
597804				
597805	12-Dec-2018	27.70	Cooley, Scott Edward	LUNCH REIMBURSEMENT - MANDATORY SATURDAY
597805	12-Dec-2018	175.25	Cooley, Scott Edward	WORKDAY TRAINING LUNCH REIMBURSEMENT

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
597806	12-Dec-2018	8,390.43	COPIERS NORTHWEST	ACCT 343871-P - MONTHLY COPIER LEASES - MULTIPLE CITY LOCATIONS - 11/15/18-12/14/18 - INFO TECH
597807	12-Dec-2018	68,262.51	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
597808	12-Dec-2018	110.20	CROWN ELECTRIC	PAYMENT OVERAGE
597809	12-Dec-2018	2,239.01	CUES INC	SO 000670625 - (3) 750142-15 CARTRIDGE,LED,15"BEAM - ORDER DATE 10/11/18 - OPS CENTER
597810	12-Dec-2018	2,904.36	CYBERSOURCE CORPORATION	18OCT - CREDIT CARD SERVICES - TREASURY - RECEIPTS 139038 (PO 76366) AND 139039 (PO 89736) BY C ALLEMANG
597811	12-Dec-2018	59.79	Dammarell, Chad Allen	MILEAGE REIMBURSEMENT
597812	12-Dec-2018	5,476.21	DATABAR INC	CUST 8911 ORDER 49652 - #9 RETURN & #10 REGULAR ENVELOPES / YELLOW DOOR HANGER & 6 X 9 ENVELOPES - UTILITY
597813	12-Dec-2018	20.00	DAVID JACKY	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597814	12-Dec-2018	46.60	DEPT OF LABOR AND INDUSTRIES	2018-2020 BOILER CERTIFICATION FEE - FIRE 3 - 1110 N DEVINE RD - 2 VESSELS - INSPECTION DATE 11/13/18 - OP CENTER - RECEIPT 139053 BY P NEWTON PER E-MAIL
597814	12-Dec-2018	23.30	DEPT OF LABOR AND INDUSTRIES	2018-2020 BOILER CERTIFICATION FEE - VPD/EVIDENCE - 2325 W MILL PLAIN BLVD - 1 VESSEL - INSPECTION DATE 11/13/18 - OP CENTER - RECEIPT 139053 BY P NEWTON PER E-MAIL
597815	12-Dec-2018	99.00	Devlin, Dennis J	REIMBURSE EMPLOYEE FOR OUT OF POCKET EXPENSES
597816	12-Dec-2018	135.22	DKS ASSOCIATES	PROJ 16117-007 - VANCOUVER MILL PLAIN SIGNAL TIMING - THRU 10/31/18 - TRANSPORTATION - RECEIPT 139033 BY A POWERS PER E-MAIL
597817	12-Dec-2018	225.00	Donald, Glenn A.	2018 BOOT ALLOWANCE FOR GLENN DONALD FOR WORK BOOTS
597818	12-Dec-2018	275.00	ERF COMPANY INC	18DEC - WEATHER FORECASTING SERVICES - OP CENTER - RECEIPT 138707 BY P NEWTON PER E-MAIL
597819	12-Dec-2018	478.50	ERICKSON STRUCTURAL CONSULTING ENGINEERS PC	10/31/18 - PLAN REVIEW SERVICES - CMI-242244 - MARSHALL ELEMENTARY PLAN REVIEW - CED - RECEIPT 138711 BY B THOMAS PER E-MAIL
597820	12-Dec-2018	723.00	ESIX SPORTSWEAR INC	SUMMARY: PORT & COMPANY UNIFORMS/PROTECTIVE CLOTHING - OP CENTER
597821	12-Dec-2018	468.48	ETHAN OGDEE	REIMBURSE EMPLOYEE FOR OUT OF POCKET EXPENSES
597822	12-Dec-2018	16,721.85	EVERGREEN HABITAT FOR HUMANITY	PROJ 221107 - MCKIBBIN COMMONS HOMES - 18SEP-18OCT - AFFORDABLE HOUSING FUND
597823	12-Dec-2018	102.00	Ferryman, Christopher Eugene (Chris)	CDL RENEWAL
597824	12-Dec-2018	83.49	Fields, James B	GAS REIMBURSEMENT
597825	12-Dec-2018	1,218.88	FIRE SYSTEMS WEST	INV SM213369-112 - TOWN PLAZA FIRE SPRINKLER SYSTEM REPAIRS - EST 5 - THRU 11/16/18
597825	12-Dec-2018	2,848.75	FIRE SYSTEMS WEST	WO 326727 - CUST VANC - RELOCATE LOW POINT/REBUILD 4" RELIABLE DRY VALVE/REPLACED CORRODED HEAD - 10/25/18 - MP ENG - 4500 SE COLUMBIA WAY - OP CENTER - RECEIPT 138649 BY P NEWTON PER E-MAIL
597825	12-Dec-2018	2,905.12	FIRE SYSTEMS WEST	WO 326736 - CUST VANC - HYDRO FDC/INTERNAL BACKFLOW/BACKFLUSH INSPECTION(WET & DRY SYSTEMS)/REPLACED OUTDATED GUAGES - 09/21/18 - VPD/WEST TRAINING - 2800 STAPLETON RD - OP CENTER - RECEIPT 138649 BY P NEWTON PER E-MAIL
597825	12-Dec-2018	4,207.00	FIRE SYSTEMS WEST	WO 326737 - CUST VANC - VARIOUS REPLACEMENT AND ADJUSTMENT SERVICES - 10/01/18 - TOWN PLAZA - 5403/5411 E MILL PLAIN BLVD - OP CENTER - RECEIPT 138854 BY P NEWTON PER E-MAIL
597825	12-Dec-2018	8,523.67	FIRE SYSTEMS WEST	WO 327696 - CUST VANC - REPLACE 4" BACKFLOW DEVICE ON FIRE SPRINKLER SYSTEM - 10/24/18 - FIRE STN 6 - 3216 NE 112TH - OP CENTER - RECEIPT 138822 BY P NEWTON PER E-MAIL
597825	12-Dec-2018	623.30	FIRE SYSTEMS WEST	WO 327933 - CUST VANC - INSTALL NEW FIRE SPRINKLER HEAD IN NEW OFFICE - 11/05/18 - WREC - 4600 SE COLUMBIA WAY - OP CENTER - RECEIPT 138850 BY P NEWTON PER E-MAIL
597826	12-Dec-2018	120.00	FISHER'S LANDING EAST NEIGHBORHOOD ASSN (4096)	2018 PARTICIPATION IN THE RECYCLEU GRANT COMPLETION - SOLID WASTE

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Check Number	Check Date	Amount	Vendor Name	Description
597827	12-Dec-2018	199.00	Fritz, Cevin	SUMMARY: EMPL REIMB - DOL, HAZMAT, CDL, HOMELAND SECURITY APPLICATION FEES
597828	12-Dec-2018	1,436.01	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
597829	12-Dec-2018	5,698.33	GB MANCHESTER INC	WO 5173 - QUOTE 0027 - VARIOUS INSTALLATION SERVICES - THRU 08/31/18 - DOMESTIC VIOLENCE PROSECUTION CENTER - 415 W 6TH ST - INFO TECH - RECEIPT 138847 BY J SCHOESSLER PER E-MAIL
597830	12-Dec-2018	270.25	GENUINE PARTS COMPANY	CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
597831	12-Dec-2018	34.00	GILBARCO INC	CUST 111450 - MONTHLY INSPECTION OF FUEL TANK AT PEARSON AIRPORT - 18AUG - CMO
597831	12-Dec-2018	34.00	GILBARCO INC	CUST 111450 - MONTHLY INSPECTION OF FUEL TANK AT PEARSON AIRPORT - 18JUL - CMO
597831	12-Dec-2018	34.00	GILBARCO INC	CUST 111450 - MONTHLY INSPECTION OF FUEL TANK AT PEARSON AIRPORT - 18SEP - CMO
597832	12-Dec-2018	9,429.38	GRAYBAR ELECTRIC CO INC	ACCT 0000307085 SO 365820967 AM/A1580-3SYS & 1TG2-30001T10G1M-3SYS NETSCOUTS - IT
597833	12-Dec-2018	271,975.29	HALME EXCAVATING INC	39TH ST WATER MAIN REPLACEMENT - EST 2 - THRU 11/15/18
597834	12-Dec-2018	7,290.45	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-64-E - WATER TOWER SEISMIC IMPROVEMENTS - THRU 10/19/18 - CONSTRUCTION - RECEIPT 138786 BY L PETERSEN PER E-MAIL
597834	12-Dec-2018	8,818.38	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-64-F - FOURTH PLAIN BLVD-WINTER/CAPLES - THRU 10/19/18 - CONSTRUCTION - RECEIPT 138785 BY L PETERSEN PER E-MAIL
597834	12-Dec-2018	450.00	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-67 - NORTH IMAGE PARK - THRU 10/19/18 - PARKS
597834	12-Dec-2018	12,336.25	HARPER HOUF PETERSON RIGHELLIS INC	PROJ VAN-71 - MCLOUGHLIN BLVD COMPLETE STREETS PILOT PROJECT - THRU 10/19/18 - CED - RECEIPT 138747 BY B THOMAS PER E-MAIL
597835	12-Dec-2018	2,000.00	HARPER'S PLAYGROUND	18OCT - MONTHLY CONSULTING RETAINER - PARKS ADMIN
597836	12-Dec-2018	99.00	Harris, Spencer Warren	REIMBURSE EMPLOYEE FOR OUT OF POCKET EXPENSES
597837	12-Dec-2018	813.00	HARRYS KEY SERVICE INC	SERVICE CALL - VARIOUS LOCK SERVICES - MULTIPLE LOCATIONS - THRU 10/22/18 - FIRE
597838	12-Dec-2018	5,921.66	HD FOWLER CO	ORDER 06117881 - OPERATING SUPPLIES - OPS CENTER
597839	12-Dec-2018	953.00	HDJ DESIGN GROUP	PROJ HDJ3755-000 - NE 137TH AVE CORRIDOR - 18OCT - CONSTRUCTION - RECEIPT 138791 BY L PETERSEN PER E-MAIL
597840	12-Dec-2018	161.10	Hogue, Curtis Kenneth	BOOT REIMBURSEMENT
597841	12-Dec-2018	68.32	Holmes, Eric J	EXPENSES 12/3/2018-12/11/2018
597842	12-Dec-2018	211.38	INTERSTATE FENCE CO	16SEP - FENCE REPAIR - WATER STATION 7 - OP CENTER
597843	12-Dec-2018	2,750.00	JCI JONES CHEMICALS INC	ORDER 567173 - CHLORINE 150 LB CYLINDERS - 11 EA - OP CENTER
597844	12-Dec-2018	2,934.60	JEFF ELLIS & ASSOCIATES INC	2018 LGI CLASS REGISTRATION RENEWAL - 6 EA - PARKS - PO 88165/RECEIPT 138910 BY JAMES FIELDS PER E-MAIL
597845	12-Dec-2018	198.00	Jochim, Leo Jr	BOOT REIMBURSEMENT
597846	12-Dec-2018	56.03	JOHANSEN ELECTRIC INC	PERMIT WITHDRAWN
597847	12-Dec-2018	114.00	KATHY MILLER DBA BODYWELL MASSAGE	10/25/18-11/19/18 - MASSAGE SERVICES - FIRSTENBURG COMM CTR
597848	12-Dec-2018	23.99	KEVIN GRANT	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597849	12-Dec-2018	42.00	KEVIN PAFF	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597850	12-Dec-2018	3,922.00	KINETICORP LLC	JOB LLOYD.3593-0918 - 10/08/18-11/02/18 - JOB MATTER CORRESPONDENCE/ANALYSIS & DOC REVIEW - GLUR V COV - RISK
597851	12-Dec-2018	105.99	Koistinen, Luke T	BOOT REIMBURSEMENT
597852	12-Dec-2018	2,384.19	LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 39.99 TON - THRU 11/07/18 - OPS CENTER
597853	12-Dec-2018	56.41	Lenahan, Joseph F	CLOTHING & LOGO REIMBURSEMENT

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597854	12-Dec-2018	63.58	LINDA THOMPSON	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597855	12-Dec-2018	330.27	LINGUAVA INC	CUST 19059 - INTERPRETING SERVICES - 09/21/18-11/02/18 - VPD - RECEIPT 138638 BY A CARMAN PER E-MAIL
597856	12-Dec-2018	1,328.29	LN CURTIS & SONS	SUMMARY: CUST C32902 - CREDIT & ORDERS - FIRE
597857	12-Dec-2018	11,484.50	LS MANUFACTURING INC	FABRICATE PIPE/FITTINGS-INSTALLATION - FIRSTENBURG COMM CTR - THRU 11/07/18 - OP CENTER - ALL LABOR PERFORMED AT VENDOR LOCATION-NO SITE INSTALLATION PER PO
597858	12-Dec-2018	14,283.60	MACKAY & SPOSITO INC	PROJ 17074 - CURB RAMP AND STREET TOPO - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138595 BY L PETERSEN PER E-MAIL
597858	12-Dec-2018	25,459.47	MACKAY & SPOSITO INC	PROJ 17083 - STRIPING PLANS FOR PAVEMENT PRESERVATION - THRU 11/03/18 - TRANSPORTATION - RECEIPT 138869 BY P NEWTON PER E-MAIL
597859	12-Dec-2018	5,538.50	McFARLANES BARK INC	SUMMARY: NOV18 - YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE
597860	12-Dec-2018	27,517.00	MEAD & HUNT INC	PROJ R3003300-160101.06 - FOURTH PLAIN CENTRAL LID RETROFITS - THRU 10/31/18 - MP ENG - RECEIPT 138946 BY L JONES PER E-MAIL
597861	12-Dec-2018	15,590.54	MISCELLANEOUS	SUMMARY: CITY UTILITIES, PARKS & OTHER MISC REFUNDS
I				
597903				
597904	12-Dec-2018	834.48	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXIAX AND ACCESSORIES - VPD
597905	12-Dec-2018	806.60	Newbold, Jeri L	2018 ICC CONFERENCE - RICHMOND VA
597906	12-Dec-2018	3,487.77	NORTHWEST LANDCARE	SCIP CONTRACTOR PMT - KURLE (7805 NE 122ND AVE)
597907	12-Dec-2018	15,702.34	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 11/18/18
597908	12-Dec-2018	4,878.00	NUTTER CORP	SCIP CONTRACTOR PMT - PHIPPS (2500 NE 187TH AVE)
597909	12-Dec-2018	14,680.36	NW NATURAL	SUMMARY - 18NOV GAS USAGE - MULTIPLE ACCOUNTS
597910	12-Dec-2018	729.84	PACIFIC FURNISHINGS	ORDER 16392 - RECEIVE/DELIVERY/INSTALLATION - HERMAN MILLER FURNISHINGS - THRU 11/14/18 - CITY HALL - PROPERTY SERVICES
597911	12-Dec-2018	543.01	PAPE MACHINERY	CUST 101272 - 18NOV - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
597912	12-Dec-2018	225.00	Perez, Daniel	BOOT REIMBURSEMENT
597913	12-Dec-2018	26.43	PETTY CASH CUSTODIAN	CLASSROOM SUPPLIES
597914	12-Dec-2018	100.00	PETTY CASH CUSTODIAN	TO INCREASE CHANGE FUND FOR BRIAN FABIAN - TREASURY
597915	12-Dec-2018	100.00	PETTY CASH CUSTODIAN	TO INCREASE CHANGE FUND FOR VICKY CRAMER - TREASURY
597916	12-Dec-2018	100.00	PETTY CASH CUSTODIAN	TO INCREASE CHANGE FUND FOR LISA JO NETTLES - TREASURY
597917	12-Dec-2018	22.18	PETTY CASH CUSTODIAN	D. NICHOLSON - SMALL TOOLS
597917	12-Dec-2018	87.75	PETTY CASH CUSTODIAN	J. ANDERSON - FOOD FOR DETECTIVES ON EXTENDED CALL OUT
597917	12-Dec-2018	64.93	PETTY CASH CUSTODIAN	J. KIPP - FOOD FOR DETECTIVES ON EXTENDED CALL OUT
597917	12-Dec-2018	20.00	PETTY CASH CUSTODIAN	J. MILLS - GASOLINE
597917	12-Dec-2018	16.55	PETTY CASH CUSTODIAN	R. GIVENS - DENTAL BONES FOR VPD K9 CHIP
597917	12-Dec-2018	5.09	PETTY CASH CUSTODIAN	R. GIVENS - GASOLINE
597918	12-Dec-2018	480.00	PETTY CASH CUSTODIAN	107 DRUG FUND AND 104 INVESTIGATIVE FUND REIMBURSEMENT
597919	12-Dec-2018	293.01	PHYSIO CONTROL INC	ACCT 07176401 - SO S3930968-00 - SHIPPING ASSY REPL KIT ELECTRODE - 3 EA - SHIPPED 11/13/18 - FIRE
597919	12-Dec-2018	681.84	PHYSIO CONTROL INC	ACCT 07176402 - SO S3931325-00 - RAINBOW R20-L PEDDISP SNSRS - 1 PK - SHIPPED 11/16/18 - FIRE
597920	12-Dec-2018	1,059.00	PLS ENGINEERING	OVER PAID
597921	12-Dec-2018	1,207.00	PORTLAND ADVENTIST MEDICAL CENTER	18NOV - MEDICAL TESTING SERVICES - VPD - RECEIPT 139078 BY A CARMAN PER E-MAIL
597922	12-Dec-2018	-14,634.00	PROCORE TECHNOLOGIES INC	CREDIT TO PARTIALLY OFFSET INV00024400 IN THIS BATCH - PROCORE SOFTWARE - 10/01/18-09/30/19 - CONSTRUCTION - RECEIPT 139020 BY L PETERSON PER E-MAIL
597922	12-Dec-2018	54,200.00	PROCORE TECHNOLOGIES INC	PROCORE SOFTWARE - 10/01/18-09/30/19 - CONSTRUCTION - RECEIPT 139020 BY L PETERSON PER E-MAIL
597923	12-Dec-2018	178.86	RENTOKIL NORTH AMERICA INC	SUMMARY - MONTHLY PEST CONTROL MAINTENANCE - 11/16/18 - ESTHER SHORT PARK/PUMP HOUSE & SLOCUM HOUSE

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597924	12-Dec-2018	3,902.40	REXEL INC	CUST 956672 - OPERATING SUPPLIES - OPS CENTER
597925	12-Dec-2018	200.00	RONALDO EXCONDE	11/18/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
597926	12-Dec-2018	120.00	ROSE VILLAGE NEIGHBORHOOD	2018 PARTICIPATION IN THE RECYCLEU GRANT COMPLETION - SOLID WASTE
597927	12-Dec-2018	813.00	SAFEFIRE LLC	TRAINING - 10 HOURS - SHOOTING RANGE - VPD
597928	12-Dec-2018	13,425.44	SAN DIEGO POLICE EQUIPMENT CO	CUST 52 - ORDER 92975- OPERATING SUPPLIES - VPD
597929	12-Dec-2018	209.29	Schubert, Beverly J	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597930	12-Dec-2018	128,591.92	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES - THRU 11/15/18 - INFO TECH - RECEIPT 139082 BY S COOLEY PER E-MAIL
597930	12-Dec-2018	9,375.39	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES/EXPENSE REIMBURSEMENT - THRU 11/15/18 - INFO TECH - RECEIPT 139081 BY S COOLEY PER E-MAIL
597931	12-Dec-2018	108.39	Skucas, Robert A	BOOT REIMBURSEMENT
597932	12-Dec-2018	195.94	SOFTWARE HOUSE INTERNATIONAL SHI	CUST 1072078 - SO S48651732 - VISIOSTD 2019 SNGL MVL SOFTWARE - 1 EA - AGREEMENT 6013310 - INFO TECH - RECEIPT 138568 BY J SCHOESSLER PER E-MAIL
597933	12-Dec-2018	14,930.80	SP PLUS CORPORATION	18OCT - PARKING SERVICES
597934	12-Dec-2018	20,597.22	STANTEC CONSULTING SERVICES	PROJ 2002005591 - CUST 93668 - AIR GAP/WATER PROTECTION PROJECT - THRU 11/02/18 - MP ENG - RECEIPT 138713 BY H VASKELIS PER E-MAIL
597935	12-Dec-2018	2,594.70	STATE OF WASHINGTON	AUDIT 45211 - MCAG 0247 - FINANCIAL/ACCOUNTABILITY AUDIT SERVICES -18AUG - FINANCE - RECEIPT 139059 BY C ALLEMANG PER E-MAIL
597936	12-Dec-2018	10.36	STERICYCLE INC	CUST 6029950 - 18NOV - HAZARDOUS MATERIAL DISPOSAL - OP CENTER
597937	12-Dec-2018	49.41	SUSAN ROBINS	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597938	12-Dec-2018	60.36	SUZAN HEGLIN	50+ TRAVEL DRIVER/PLANNER REIMBURSEMENT FOR MEALS, ADMISSION AND OR PARKING
597939	12-Dec-2018	97.50	TEKSYSTEMS	BABINE ALINE - W/E 11/24/18 - INFO TECH - RECEIPT 138885 BY J SCHOESSLER PER E-MAIL
597939	12-Dec-2018	1,872.00	TEKSYSTEMS	BAKER MICHAEL - W/E 11/24/18 - INFO TECH - RECEIPT 138884 BY J SCHOESSLER PER E-MAIL
597939	12-Dec-2018	1,755.00	TEKSYSTEMS	BENSON ROBERT - W/E 11/24/18 - INFO TECH - RECEIPT 138886 BY J SCHOESSLER PER E-MAIL
597939	12-Dec-2018	2,400.00	TEKSYSTEMS	LAWSON COREY - W/E 11/24/18 - INFO TECH - RECEIPT 138887 BY J SCHOESSLER PER E-MAIL
597940	12-Dec-2018	2,450.08	THE SALVATION ARMY	PROJ 414847 - MOVING FORWARD TOGETHER - 18NOV - CDBG FUNDING
597940	12-Dec-2018	7,688.61	THE SALVATION ARMY	PROJ 601808 - RENT ASSISTANCE - 18NOV - HOME FUNDING
597941	12-Dec-2018	384.82	TOWING & RECOVERY SERVICES INC	SUMMARY: TOWING - VPD
597942	12-Dec-2018	284.55	TRIPLE J ENTERPRISES	SUMMARY: TOWING - VPD
597943	12-Dec-2018	63.23	Trownsell, Jessica Lee	POST TRAVEL - ATTEND GOVERNMENT VIDEO EXPO IN WASHINGTON, DC 11/27/18 - 11/19/18
597944	12-Dec-2018	34,982.85	UNITED ELECTRIC LLC	CHANGE-OUT BULBS/BALLASTS IN FIELD LIGHTS - DAVID DOUGLAS/BAGLEY PARKS - THRU 10/31/18 - OP CENTER
597945	12-Dec-2018	444.46	UNITED PARCEL SERVICE	SUMMARY: 18NOV - SHIPPING CHARGES - MAIL ROOM & OPS CENTER
I				
597949				
597950	12-Dec-2018	26.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 3-2 14 - DEODORIZING SERVICE - THRU 11/13/18 - OP CENTER - RECEIPT 138603 BY P NEWTON PER E-MAIL
597951	12-Dec-2018	15,296.61	VERIZON WIRELESS	SUMMARY: WIRELESS SERVICE MULTIPLE LOCATIONS - 10/24/17-11/23/18
I				
597955				
597956	12-Dec-2018	774.67	VERIZON WIRELESS SERVICES LLC	SUMMARY: CELL PHONES/GO CAMERAS/BROADBAND - FACILITIES
597957	12-Dec-2018	7,442.93	VOLCANIC MANUFACTURING LLC	APB GX 1X11 34 TOOTH - QTY 4 - BIKES, UPGRADES & ACCESSORIES - VPD
597958	12-Dec-2018	692.03	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE & OPS CENTER

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597959	12-Dec-2018	25,297.29	WASHINGTON STATE DEPT OF NATURAL RESOURCES	CUST 1042641 - AGREEMENT 15-127 - INMATE LOCAL GOVT LABOR PROJ - MAINTENANCE OF CEMETERIES - OP CENTER
597960	12-Dec-2018	254.26	WASTE CONNECTIONS INC	ACCT 2010-1166287 - 18NOV - SHARE PILOT @ 1115 W 13TH ST - SOLID WASTE
597961	12-Dec-2018	125.00	Watts, Debra L (Debby)	WORKDAY TRAINING-FLIGHT CANCELLATION REIMBURSEMENT
597962	12-Dec-2018	25,918.36	WILCOX & FLEGEL	SUMMARY: ORDERS & CREDIT FOR FUEL - EQUIP SERVICES
597963	12-Dec-2018	7,693.48	WILLIAMS KASTNER & GIBBS PLLC	CLIENT 32569 - MATTER 0101 - LEGAL SERVICES - 09/06/18-09/18/18 - INVOKE VMC 3.05.200(2) - RISK
597964	12-Dec-2018	4,851.00	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - POL AAP N00981783 012 - 3RD YEAR PREMIUM FOR AIRPORT LIABILITY - 01/01/19-01/01/20 - RISK
597964	12-Dec-2018	81,612.61	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - POL PPL G28186782 002 - ENVIRONMENTAL POLLUTION LIABILITY POLICY - 12/01/18-12/01/20 - RISK
597965	12-Dec-2018	2,362.29	ZAYO GROUP, LLC	18DEC - SERVICE AGREEMENT, INTERNET SERVICE, TELECOMMUNICATIONS - IT
**598183	19-Dec-2018	1,706.40	ACROSS THE STREET PRODUCTIONS	STUDENT BLUE CARD SUPPORT/CE RENEWAL FEE - 79 EA - FIRE
598184	19-Dec-2018	8,359.54	ACTION TECHNOLOGY SYSTEMS	ACCT 3177 - 2018 1ST SEMI-ANNUAL PREVENTATIVE MAINTENANCE TICKETS - MULTIPLE LOCATIONS - OP CENTER - RECEIPT 138974 BY P NEWTON PER E-MAIL
598184	19-Dec-2018	4,702.39	ACTION TECHNOLOGY SYSTEMS	INV P 40299 - TOWN PLAZA FIRE ALARM SYSTEM REPAIRS - EST 7 - THRU 11/23/18
598185	19-Dec-2018	527.69	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
598186	19-Dec-2018	55.10	ADVANCED AIR SYSTEMS INC	REFUND PERMIT MPE-245743
598187	19-Dec-2018	20.00	ALAN & LENI PORDES	REF ALARM
598188	19-Dec-2018	10,401.50	ALLEGIANCE BENEFIT PLAN MANAGEMENT	SUMMARY: RETIRED LEOFF 1 POLICE AND FIRE MEDICAL CLAIMS
I	19-Dec-2018			
598190	19-Dec-2018			
598191	19-Dec-2018	860.70	AMY LEACH DBA MINI MIX CONCRETE	TICKETS 29784 & 29790 - CONCRETE DELIVERIES (2 EA) - MULTIPLE CITY LOCATIONS - 11/07/18-11/13/18 - OP CENTER
598192	19-Dec-2018	8,500.00	ANN & DARRY KARR	SETTLEMENT RE: A & D KARR - DOL: 09/13/18 - CLAIM 922865 - RISK
598193	19-Dec-2018	222.61	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL CLEANING - WREC & OP CENTER
598194	19-Dec-2018	5,120.82	ARBORSCAPE LTD INC	SUMMARY: NOV18 - TRIM/REMOVE DEAD TREES & STUMP GRINDING
598195	19-Dec-2018	234.50	ASHLEY WEBB DBA AWTRANSCRIBES	11/14/18 - TRANSCRIPTION SERVICES - SEDCOR CASE - RUSH - CMO
598196	19-Dec-2018	62.75	AUTO WHEEL SERVICE INC	CUST 02554 - REF 920583 - PARTS FOR VEHICLE REPAIRS - EQUIP SERVICES
598196	19-Dec-2018	47.45	AUTO WHEEL SERVICE INC	CUST 02554 - REF 920961 - PARTS FOR VEHICLE REPAIRS - EQUIP SERVICES
598197	19-Dec-2018	488.25	AVENU MUNISERVICES	LTC DISCOVERY 11/30/18
598198	19-Dec-2018	524.38	BERGER ABAM INC	PROJ A17.0026.00 - EVERGREEN HWY TRAIL ENVIRO PROC & PERM - THRU 11/16/18 - CONSTRUCTION
598198	19-Dec-2018	1,000.00	BERGER ABAM INC	PROJ A18.0064.00 - 6TH STREET GATEWAY - THRU 11/16/18 - ECON DEV - RECEIPT 138898 BY B THOMAS PER E-MAIL
598199	19-Dec-2018	1,200.00	BILL J MILLER	PARCEL 110186204 - REAL PROPERTY VOUCHER - SE 1ST ST-162ND AVE TO 192ND AVE - 17517 NE 2ND ST - TEMP CONSTRUCTION EASEMENT - 266 SF - 18DEC - CONSTRUCTION
598200	19-Dec-2018	3,183.24	BIO MANAGEMENT NORTHWEST INC	10/24/18 - ABANDONED HOMELESS CAMP BIO-HAZARD CLEANING - OP CENTER
598201	19-Dec-2018	1,460.00	BLAKE VAN DYKEN & GINA BARTUCCA	PARCEL 110186196 - REAL PROPERTY VOUCHER - SE 1ST ST-162ND AVE TO 192ND AVE - 17503 NE 2ND ST - TEMP CONSTRUCTION EASEMENT - 266 SF - 18DEC - CONSTRUCTION
598202	19-Dec-2018	4,673.54	BOUND TREE MEDICAL LLC	SUMMARY: MEDICAL SUPPLIES - FIRE
598203	19-Dec-2018	177.50	Bowen, Clarissa Jean	LEAN CONFERENCE
598204	19-Dec-2018	241.94	Brannan, Joseph Harold	CLOTHING REIMBURSEMENT
598205	19-Dec-2018	50.00	Cary, Michelle Jean	BALANCE OF CLOTHING ALLOWANCE
598206	19-Dec-2018	4,941.60	CASCADE CENTERS INC	PROJ EAP AB - MONTHLY EMPLOYEE ASSISTANCE PROGRAM - 18DEC - HR - RECEIPT 139352 BY A BAFUS PER E-MAIL
598207	19-Dec-2018	27,149.25	CENTURY WEST ENGINEERING CORP	PROJ 41004.011.01 - 2018 PEARSON AIRPORT IMPROV - THRU 10/26/18 - CONSTRUCTION
598208	19-Dec-2018	204.88	CHAPPELLES TOWING INC	TOWING - '02 MERCEDES C320 - LIC AKH9648 WA - FROM NE 52ND & 4TH AVE TO WEST PRECINCT - CASE 18-174846 - VPD

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598208	19-Dec-2018	287.26	CHAPPELLES TOWING INC	TOWING/STORAGE - '04 CHEV BLAZER - LIC 012-JTS OR - FROM 18TH @ NORRIS TO VENDOR LOT - CASE 16719 - VPD
598209	19-Dec-2018	35.00	CHOU SAD POT	REF OVERPMT CIT 7200902541
598210	19-Dec-2018	1,813.92	CINTAS CORP	ACCT 463-11151 - TOWEL CLEANING SERVICES - ALL 18SEP INVS ON 12/10/18 STMT - FIRE

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598211	19-Dec-2018	869.77	CINTAS CORP NO 2	CUST 3570 - ACCT 03570 - LOC F80 - EXTINGUISHER INSPECTION/PURCHASE/MAINTENANCE - EQUIP SERVICES - RECEIPT 139196 BY J CHICK PER E-MAIL
598212	19-Dec-2018	46.00	CITY OF VANCOUVER	CUST 109566 - FIRE ALARM SYSTEM REPORT REVIEW - ITM INSPECTION-18-5497 - LOC ID 2211-0070 - 6701 NE 147TH AVE - FIRE STN 4 - 12/07/18 - OP CENTER
598212	19-Dec-2018	46.00	CITY OF VANCOUVER	CUST 109566 - FIRE SPRINKLER SYSTEM REPORT REVIEW - ITM INSPECTION-18-5482 - LOC ID 2211-0070 - 6701 NE 147TH AVE - FIRE STN 4 - 12/07/18 - OP CENTER
598213	19-Dec-2018	331,782.66	CLARK PUBLIC UTILITIES	SUMMARY: ELECTRICITY - MULTIPLE LOCATIONS
598223				
598224	19-Dec-2018	26,125.79	COLUMBIA RESOURCE COMPANY	SUMMARY: 18NOV - CODE COMPLIANCE & DISPOSAL FEES - OPS CENTER
598225	19-Dec-2018	13.62	COMCAST CABLE COMMUNICATIONS	8778 10 101 2442215 - 12/15/18-01/14/19 - VPD EAST PRECINCT
598226	19-Dec-2018	101.11	COMCAST CABLE COMMUNICATIONS	8778 10 101 4482433 - 12/18/18-01/17/19 - VPD WEST PRECINCT
598227	19-Dec-2018	9,308.53	CORE & MAIN LP	ACCT 110866 - OPERATING SUPPLIES - OPS CENTER
598228	19-Dec-2018	3,207.94	CUES INC	SUMMARY: REPAIR SERVICES - OP CENTER
598229	19-Dec-2018	25.00	DAREN D BOWLBY	REF OVERPMT CIT 7200412657
598230	19-Dec-2018	25.00	DARLENE ROTHWELL	REF OVERPMT CIT 7200408275
598231	19-Dec-2018	25.00	DAVID PENILTON	REF OVERPMT CIT 7200412080
598232	19-Dec-2018	20.00	DAVID/CONNIE BOSSERT	REF ALARMS
598233	19-Dec-2018	1,116.20	DEPT OF LABOR AND INDUSTRIES	2018-2020 BI-ANNUAL INSPECTION/CERTIFICATION FEE - MULTIPLE LOCATIONS
598234	19-Dec-2018	14,363.20	DLT SOLUTIONS LLC	ORDER 4714953 - GOVT SUBSCRIPTION RENEWAL - AUTOCAD CIVIL 3D & AUTOCAD MAP 3D W/ TECHNICAL SUPPORT PACKAGE - 8 EA - RENEWAL - 12/14/17-12/13/18 - RECEIPT 139361 BY L JONES
598235	19-Dec-2018	547.81	DSU PETERBILT & GMC INC	ACCT 53317 - PARTS FOR VEHICLE REPAIR - EQUIP SERVICES
598236	19-Dec-2018	27,885.00	DWAYNE LANE JEEP	2019 DODGE CHARGER - VIN 2C3CDXAGXKH510266 - EQUIP SERVICES
598237	19-Dec-2018	2,600.85	EAGLE WEB PRESS	THE MESSENGER POSTAGE - 19JAN - MEDIA SERVICES
598238	19-Dec-2018	102.00	Eccleston, Daniel T	CDL RENEWAL
598239	19-Dec-2018	271.00	EMERALD SERVICES INC	ACCT C136500 - VAC SERVICES/LIQUID-SOLIDS REMOVAL - TRUCK OPERATOR TIME - CONTINUATION OF INV 78234634 - 10/18/18 - EQUIP SERVICES
598240	19-Dec-2018	7,238.91	EPIC LAND SOLUTIONS INC	SUMMARY: ON-CALL RIGHT-OF-WAY SERVICES - TRANSPORTATION
598241	19-Dec-2018	1,800.00	ESIX SPORTSWEAR INC	PORT & COMPANY UNIFORMS/PROTECTIVE CLOTHING - OP CENTER
598242	19-Dec-2018	850.00	EXAMWORKS INC	CUST 1-BMWHT - MANDATORY INSURER REPORTING - 18NOV - RISK
598243	19-Dec-2018	12,999.11	EXCEL INDUSTRIES INC DBA HUSTLER TURF EQUIPMENT	HUSTLER TURF EQUIPMENT #HTHDZS060SHIS773LFU - EQUIP SERVICES
598244	19-Dec-2018	56.37	EXPERIAN MARKETING SOLUTIONS	ACCT TBD1-1957212 - 18NOV - UTILITY COLLECTIONS ASSIST - UTILITIES
598245	19-Dec-2018	108.40	FERRELL GAS INC	ACCT 49463982 - PROPANE FOR CITY EQUIPMENT - THRU 08/31/19 - EQUIP SERVICES
598246	19-Dec-2018	7,485.02	FIRE SYSTEMS WEST	SUMMARY: CUST VANC - WINTERIZATION & ANNUAL INSPECTIONS - MULTIPLE LOCATIONS
598247	19-Dec-2018	50.69	Floyd, Rodney G	EMS PROJECTS
598248	19-Dec-2018	46.00	FOLEY & MANSFIELD PLLP	MATTER ID 016821-000001 - PROJ 922299 - LEGAL SERVICES RE: C MURRAY V COV - THRU 11/30/18 - DOL: 04/20/15 - INVOKE VMC 3.05.200(2) - RISK
598249	19-Dec-2018	39.01	Folkers, Wayne E	CLOTHING ALLOWANCE REIMBURSEMENT FOR WAYNE FOLKERS
598250	19-Dec-2018	61,100.00	FORT VANCOUVER REGIONAL LIBRARY DIST	2018 PEG CAPITAL SUPPORT GRANT - INET CONTRIBUTION - CMO
598251	19-Dec-2018	14,000.00	FOURTH PLAIN FORWARD	2018 SUPPORT FOR THE FOURTH PLAIN MULTICULTURAL FESTIVAL - THRU 11/06/18 - DRS
598252	19-Dec-2018	1,200.00	FRANCIS DENNIS SKALECKI	PARCEL 110186202 - REAL PROPERTY VOUCHER - SE 1ST ST-162ND AVE TO 192ND AVE - 17515 NE 2ND ST - TEMP CONSTRUCTION EASEMENT - 266 SF - 18DEC - CONSTRUCTION
598253	19-Dec-2018	13,465.00	FRIENDS OF TREES	10/20/18 & 11/10/18 - FORESTRY SERVICES - RIGHT-OF-WAY PLANTING/PRUNING SERVICES - URBAN FORESTRY
598254	19-Dec-2018	40.69	FRONTIER COMMUNICATIONS	ACCT 253-007-9377-072604-5 - 12/10/18-01/09/18 - FISHERS GROVE LIFT STATION

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Check Number	Check Date	Amount	Vendor Name	Description
598255	19-Dec-2018	6,516.00	GALLAGHER BASSETT SERVICES INC	CONTR 00423500107 - CLIENT C004235000 - MONTHLY CLAIMS ADMIN SERVICE FEE - THRU 12/30/18 - RISK
598255	19-Dec-2018	41.70	GALLAGHER BASSETT SERVICES INC	CONTR 00423500205 - CLIENT C004235000 - BILL ON ACTUAL PER CLAIM - THRU 09/30/18 - RISK
598256	19-Dec-2018	665.69	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
598257	19-Dec-2018	344.89	GENUINE PARTS COMPANY	CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
598258	19-Dec-2018	121,447.98	GGLO LLC	PROJ 2018013.01 - CREATE HEIGHTS SUBAREA PLAN - THRU 08/31/18 - LRP - RECEIPT 139133 BY B THOMAS PER E-MAIL
598258	19-Dec-2018	42,521.52	GGLO LLC	PROJ 2018013.01 - CREATE HEIGHTS SUBAREA PLAN - THRU 09/30/18 - LRP - RECEIPT 139148 BY B THOMAS PER E-MAIL
598259	19-Dec-2018	834.05	GOBLE SAMPSON ASSOCIATES INC	CUST VANCC01 - UGSI 01-02 -
598260	19-Dec-2018	13,079.00	H&H WOOD RECYCLERS INC	ACCT 10-0000006 - THRU 11/28/18 - YARD DEBRIS RECYCLING - OPS CENTER
598261	19-Dec-2018	11.25	HEIDI MORKERT	REF SUSP TRAVEL
598262	19-Dec-2018	7,269.25	HERRERA ENVIRONMENTAL CONSULTANTS	PROJ 17-06550-000 - VANCOUVER WATERSHED HEALTH ASSESSMENT - THRU 09/28/18 - MP ENG - RECEIPT 139250 BY L JONES
598263	19-Dec-2018	4,583.33	HISPANIC METROPOLITAN CHAMBER	PROJ 414744 - SMALL BUSINESS ASSISTANCE PROGRAM - 18NOV - CDBG FUNDING
598264	19-Dec-2018	577.61	INDUSTRIAL SCIENTIFIC CORP	CUST 106747 - ORDER US000111666 - INET GAS MONITORING SUBSCRIPTION - 10/23/18-11/22/18 - OP CENTER - RECEIPT 138976 BY P NEWTON PER E-MAIL
598265	19-Dec-2018	5,000.00	INNOVYZE INC	12/17/18 - INFOMASTER TRAINING CLASS - FULL DAY - 1 STUDENT - MP ENG - RECEIPT 139335 BY A POWERS PER E-MAIL
598266	19-Dec-2018	95,011.62	INTERMOUNTAIN SLURRY SEAL	2017 JOINT CITY/COUNTY PRESERVATION - RETAINAGE RELEASE
598267	19-Dec-2018	276.10	J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10150-03 - CANON IPF765 COPIER/PLOTTER - SER AAGW4033 - 12/01/18-12/31/18 - PERMITS - INVOICE APPROVED BY B THOMAS PER E-MAIL
598267	19-Dec-2018	434.90	J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10213-02 - OCE COLORWAVE 300 - SER 330400748 - 06/01/18-06/30/18 - MP ENG - RECEIPT 139291 BY A POWERS PER E-MAIL
598268	19-Dec-2018	1,250.00	JCI JONES CHEMICALS INC	ORDER 572081 - CHLORINE 150 LB CYLINDERS - 5 EA - OP CENTER
598269	19-Dec-2018	2,972.50	JENSEN HUGHES INC	PROJ 1CWC16004.002 - VANCOUVER FD PLAN REVIEW - THRU 10/26/18 - FIRE
598270	19-Dec-2018	25.00	JESSICA RENFRO	REF OVERPMT CIT 7200412156
598271	19-Dec-2018	40.00	JOSE T GONZALEZ	REF OVERPMT CIT 7200902913
598272	19-Dec-2018	25.00	JUSTINE MAGNONI-GARVER	REF OVERPMT CIT 7200412239
598273	19-Dec-2018	81.20	Kandoll, Wesley L	CLOTHING REIMBURSEMENT
598274	19-Dec-2018	162.60	KAR GOR INC	INTELIGHT TRAINING CLASS - 2 STUDENTS - 11/21/18 - OP CENTER
598275	19-Dec-2018	318.50	Kelsom, Justin C.I.O.K.	EMPLOYEE REIMBURSEMENT FOR OUT OF POCKET EXPENSES
598276	19-Dec-2018	881.00	KPFF INC	REFUND PRE-APPLICATION PERMIT FEE
598277	19-Dec-2018	45.00	KRONOS INCORPORATED	PROJ 39553 - VANCOUVER FIRE TSG - PROJECT PLANNING/ASSESSMENT/SCHEDULING SERVICES - THRU 11/09/18 - INFO TECH - RECEIPT 138810 BY J SCHOESSLER PER E-MAIL
598278	19-Dec-2018	1,931.87	LAKESIDE INDUSTRIES	JOB 1 - ASPHALT - ORCHARDS ASPHALT SALES - 30.04 TON - THRU 11/20/18 - OPS CENTER
598279	19-Dec-2018	31.93	LANDMARK FORD	ACCT 5294 - PARTS FOR CITY EQUIPMENT - EQUIP SERVICES
598280	19-Dec-2018	79.16	LANGLEYS TOWING	TOWING - '01 VOLVO V70 - LIC 1A-128CN ID - FROM 13500 SE MILL PLAIN BLVD TO WEST PRECINCT - CASE 17830 - VPD
598280	19-Dec-2018	79.16	LANGLEYS TOWING	TOWING - '13 HONDA ACCORD - LIC AMA4155 - FROM 1523 "X" ST TO WEST PRECINCT - CASE 17856 - VPD
598281	19-Dec-2018	40.00	LBF DISTRIBUTING	REF ALARM
598282	19-Dec-2018	200.00	LEE NICHOLAS	11/25/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS - RECEIPT 139045 BY A THOMPSON PER E-MAIL
598283	19-Dec-2018	31.94	LEIGH SWAISGOOD	REF PKG PERMIT COV04620
598284	19-Dec-2018	1,584.34	LEXIS NEXIS A DIV OF RELX INC	ACCT 424XNVMDX - 18NOV - SUBSCRIPTION SERVICES - LAW
598285	19-Dec-2018	31.98	LEXIS NEXIS RISK DATA MANAGEMENT INC	ACCT 1130110 - REPORTS/SEARCHES - 18NOV - CODE ENFORCEMENT - RECEIPT 139286 BY B THOMAS PER E-MAIL

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598286	19-Dec-2018	4,696.75	LINE OF FIRE DEFENCE SYSTEMS LTD	ARMoured GX111A-K9 HARNESSSES & PATCHES - VPD
598287	19-Dec-2018	1,451.51	LN CURTIS & SONS	SUMMARY: CUST C32902 - ORDERS - FIRE
598288	19-Dec-2018	8,407.73	LOOMIS ARMORED US LLC	SUMMARY: 18NOV - ARMORED CAR SERVICES - MULTIPLE CITY LOCATIONS - FINANCE
598289	19-Dec-2018	5,988.15	MACKENZIE ENGINEERING INC	PROJ 2180336.00 - VANCOUVER SPACE NEEDS ASSESSMENT - THRU 10/28/18 - FACILITIES - RECEIPT 139279 BY A POWERS PER E-MAIL
598290	19-Dec-2018	1,540.00	MAKHAN UPPAL	PARCEL 110291-032 - REAL PROPERTY VOUCHER - MILL PLAIN BLVD-104TH AVE TO CHKLOV DR - 10601 SE MILL PLAIN BLVD - PROTECTIVE RENT - 2 LOCATIONS @ \$385.00 PER MO - 18NOV-18DEC - CONSTRUCTION
598291	19-Dec-2018	1,182.54	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - 2018 POINSETTIA ORDER W/ PLANT SERVICE AND DELIVERY COSTS - 28 EA - CITY HALL - RECEIPT 139249 PER A POWERS
598292	19-Dec-2018	120.00	MARRION NEIGHBORHOOD ASSOCIATION	2018 PARTICIPATION IN THE RECYCLEU GRANT - SOLID WASTE
598293	19-Dec-2018	150.00	Mayer, Christina Marie (Chris)	BOOT REIMBURSEMENT
598294	19-Dec-2018	6,293.32	MCFARLANES BARK INC	SUMMARY: YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE
598295	19-Dec-2018	214.63	McKee, Shane Ross	BOOT REIMBURSEMENT
598296	19-Dec-2018	250.00	McNutt-Koning, Susan A.	LOGO WORK CLOTHES
598297	19-Dec-2018	23,125.42	METEREADERS LLC	18NOV - MONTHLY METER READING SERVICES - UTILITIES - RECEIPTED BY J JONES PER E-MAIL
598298	19-Dec-2018	2,332.77	METRO OVERHEAD DOOR INC	ACCT 34733 A - DOOR REPAIR SERVICES - 11/06/18-11/07/18 - OP CENTER
598299	19-Dec-2018	430.12	MINE SAFETY APPLIANCES COMPANY	SUMMARY: MSA PARTS AND SUPPLIES FOR SCBA APPARATUS - FIRE
598300	19-Dec-2018	4,513.08	MISCELLANEOUS	SUMMARY: CITY UTILITIES, PARKS & OTHER MISC REFUNDS
I				
598321				
598322	19-Dec-2018	1,612.88	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 11/18/18 - PAYROLL WORK DAY PROJ
598323	19-Dec-2018	884.28	NATHANIEL WALLACE DBA NORTHWEST REMODEL & DESIGN	PEARSON FIELD RUBBER SEAL INSTALLATION - RETAINAGE RELEASE
598324	19-Dec-2018	115.00	NATIONAL ASSN OF HEARING OFFICIALS	NAHO DUES - 12/13/18-12/13/21 - T PRICE - VPD
598325	19-Dec-2018	2,964.80	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 10/31/18-11/15/18 - VPD - RECEIPT 138858 BY A CARMAN PER E-MAIL
598326	19-Dec-2018	62.00	NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 014800 - ORDER 014800-0012 - PORTA POTTY RENTALS - 11/21/18-12/18/18 - OPS CENTER
598326	19-Dec-2018	186.00	NORTHWEST CASCADE INC DBA HONEY BUCKET	ACCT 014800 - ORDER 0855977 - PORTA POTTY RENTALS - 11/21/18-12/18/18 - OPS CENTER
598327	19-Dec-2018	4,818.38	NORTHWEST LANDCARE	SCIP CONTRACTOR PMT - JOURDAN (7811 NE 124TH AVE)
598328	19-Dec-2018	13,542.43	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 11/25/18
598329	19-Dec-2018	1,014.69	NW NATURAL	ACCT 1640094-7 - GAS USAGE - 11/12/18-12/13/18 - VPD EAST
598329	19-Dec-2018	524.13	NW NATURAL	ACCT 3607142-1 - GAS USAGE - 11/2/18-12/06/18 - DAY CENTER
598330	19-Dec-2018	6,209.07	OBEC CONSULTING ENGINEERS INC	JOB 0503-0013.00 - SEISMIC IMPROVEMENTS-WATER TOWERS - THRU 10/27/18 - MP ENG - RECEIPT 138824 BY L JONES
598331	19-Dec-2018	236.46	OLDCASTLE INFRASTRUCTURE	CUST 020001137 - ORDER S140782 - OPERATING SUPPLIES - OP CENTER
598332	19-Dec-2018	341.64	OTIS ELEVATOR	CUST 734008 - 18DEC - MONTHLY ELEVATOR SERVICE - TOWER MALL BLDG - OP CENTER
598333	19-Dec-2018	45.00	PARKEON	CUST 0030784P - SO P75387 - PARKFOLIO LEVEL 3 FEES - 18NOV - PARKS
598334	19-Dec-2018	700.00	PATRICK HILDRETH DBA PDH CREATIVE	CITY SCAPE ILLUSTRATION WATERFRONT UPDATE/REVISIONS - THRU 10/19/18 - MEDIA SERVICES
598335	19-Dec-2018	-5,857.94	PC SPECIALISTS INC	CUST 29019 - CREDIT FOR VARIOUS CISCO PRODUCTS - INFO TECH
598335	19-Dec-2018	8,017.11	PC SPECIALISTS INC	CUST 29019 - VARIOUS PRODUCTS/UPGRADES - SHIPPED 10/30/18 - INFO TECH - RECEIPT 139255 BY J SCHOESSLER PER E-MAIL
598336	19-Dec-2018	75.00	PETTY CASH CUSTODIAN	TO INCREASE CHANGE FUND FOR FCC - TREASURY
598337	19-Dec-2018	100.00	PETTY CASH CUSTODIAN	107 DRUG FUND REIMBURSEMENT
598338	19-Dec-2018	16.10	PETTY CASH CUSTODIAN	DOOR STOPS/LABELS - OPEN HOUSE NAVIGATION
598338	19-Dec-2018	6.49	PETTY CASH CUSTODIAN	DUCT TAPE

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598338	19-Dec-2018	12.22	PETTY CASH CUSTODIAN	ELEC TESTER
598338	19-Dec-2018	36.40	PETTY CASH CUSTODIAN	ORGANIZER ;GLOVES; EMERGENCY KIT
598338	19-Dec-2018	45.05	PETTY CASH CUSTODIAN	PARKING
598338	19-Dec-2018	6.15	PETTY CASH CUSTODIAN	PARKING SEP/OCT
598338	19-Dec-2018	10.00	PETTY CASH CUSTODIAN	PLASTIC CLAMPS/PARKING
598339	19-Dec-2018	35.00	PETTY CASH CUSTODIAN	CDL APPLICATION - JEFF CUSHMAN
598339	19-Dec-2018	100.00	PETTY CASH CUSTODIAN	CDL PHYSICAL - KRISTOPHER GATES
598340	19-Dec-2018	350.14	PHYSIO CONTROL INC	ACCT 07176401 - SO S3927527-00 - 4WIRE LIMB LEAD-5FT - 1 EA - SHIPPED 10/30/18 - FIRE
598340	19-Dec-2018	871.65	PHYSIO CONTROL INC	ACCT 07176401 - SO S3927527-00 - VARIOUS MEDICAL SUPPLIES - SHIPPED 11/01/13 - FIRE
598341	19-Dec-2018	10.38	Porter, Brooke K	OCT, NOV & DEC 2018 LOCAL MILEAGE EXPENSES
598342	19-Dec-2018	9,021.00	PORTLAND ADVENTIST MEDICAL CENTER	SUMMARY 18OCT & 18NOV- MEDICAL TESTING SERVICES - HR
598343	19-Dec-2018	6,100.60	PORTLAND MECHANICAL CONSTRUCTION INC	INV 276817 - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 20 - THRU 11/21/18 - RECEIPT 138833 BY P NEWTON PER E-MAIL
598344	19-Dec-2018	124.73	PRAXAIR DISTRIBUTION INC	CUST 73769060 - CO2 LIQUID BULK TANK 460# - THRU 11/21/18 - PARKS & REC FIRSTENBURG POOL
598344	19-Dec-2018	71.71	PRAXAIR DISTRIBUTION INC	CUST 83600654 - CO2 LIQUID BULK TANK 460# - THRU 11/21/18 - PARKS & REC MARSHALL
598345	19-Dec-2018	80.00	PROFESSIONAL CREDIT SERVICE	REF ALARMS
598345	19-Dec-2018	110.00	PROFESSIONAL CREDIT SERVICE	REF PKG CIT
598346	19-Dec-2018	20,053.25	PROFESSIONAL SERVICE INDUSTRIES	REPLACES INV 00601480 IN THIS BATCH - CUST 1104830 - PROJ 07022156 - VANC WATER STATIONS 5, 6, & 7 - THRU 10/30/18 - CONSTRUCTION
598347	19-Dec-2018	385.00	PUBLIC RISK MANAGEMENT ASSN	2019 MEMBERSHIP RENEWAL - MEMBERSHIP # 10004679 - RISK
598348	19-Dec-2018	10,260.81	QWEST CORP DBA CENTURY LINK	CITYWIDE PHONE LINES
598349	19-Dec-2018	2,292.00	R&W ENGINEERING INC	PROJ 073.005 MAC-MARSHALL SCHOOLS MEP REVIEW - CMI-242244, CMI-242246 & ...47 - THRU 11/25/18 - CDD - RECEIPT 139089 BY B THOMAS PER E-MAIL
598349	19-Dec-2018	4,084.18	R&W ENGINEERING INC	PROJ 073.006 BLOCK 4 REVIEWS - CMI-246054 - THRU 11/25/18 - CDD - RECEIPT 139089 BY B THOMAS PER E-MAIL
598350	19-Dec-2018	149.05	RENTOKIL NORTH AMERICA INC	CUST 20766 - MONTHLY PEST CONTROL MAINTENANCE - 11/19/18 - MARSHALL CTR - RECEIPT 138714 BY P NEWTON PER E-MAIL
598350	19-Dec-2018	113.28	RENTOKIL NORTH AMERICA INC	CUST 21132 - MONTHLY PEST CONTROL MAINTENANCE - 11/19/18 - LEUPKE CTR - RECEIPT 138714 BY P NEWTON PER E-MAIL
598351	19-Dec-2018	241.50	RICHARD HEPPER	18NOV - SENIOR MESSENGER DELIVERY - MEDIA SERVICES
598352	19-Dec-2018	50.00	RIVERVIEW COMMUNITY BANK	REF ALARM
598353	19-Dec-2018	468.00	ROTSCHY INC	CLIENT 59 - VAC TRUCK DUMP, FILL CLASS S - WATER
598353	19-Dec-2018	456.00	ROTSCHY INC	VAC TRUCK DUMP, ASPHALT IN
598353	19-Dec-2018	69,601.61	ROTSCHY INC	WFP - GRANT ST PIER - EST 27 - THRU 12/10/18
598354	19-Dec-2018	35.00	RTS DISTRIBUTING INC	REF OVERPMT CIT 7200803758
598355	19-Dec-2018	894.30	SAFEFIRE LLC	TRAINING - 11 HOURS - SHOOTING RANGE - VPD
598356	19-Dec-2018	220.26	Scukanec, John E	LOGO CLOTHING PER UNION CONTRACT
598357	19-Dec-2018	5,765.00	SECOND STEP HOUSING	PROJ 601806 - RENT ASSISTANCE - 18OCT - 2018 HOME FUNDING
598358	19-Dec-2018	4.60	SHRED IT USA LLC	CUST 14978866 - DOCUMENT DESTRUCTION - 18NOV - UTILITIES
598359	19-Dec-2018	3,558.66	SHRUMS PEST CONTROL	18NOV - MONTHLY PEST CONTROL SERVICES - MULTIPLE CITY LOCATIONS - OP CENTER
598360	19-Dec-2018	636.34	SIMPSON PLUMBING INC	REFUND OF PERMIT MPE-243935; SEE PERMIT CMI233580
598360	19-Dec-2018	126.72	SIMPSON PLUMBING INC	REFUND PERMIT MPE-249191
598361	19-Dec-2018	412.97	SKILLSOFT CORPORATION	CUST CUS017956 - CONTR SSOFT/CON031139 - IT/DEVELOPER SKILLS COLL PERCIPIO - INFO TECH
598362	19-Dec-2018	10,610.08	SOFTWARE HOUSE INTERNATIONAL SHI	SUMMARY: AROBAT NEW LICENSES & SAP CRYSTAL REPORTS BY J SCHOESSLER
598363	19-Dec-2018	2,583.00	SOUTHWEST OFFICIALS SERVICES INC	SUMMARY; 10/19/18-11/19/18 - YOUTH BASKETBALL OFFICIATING FEES - PARKS

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598364	19-Dec-2018	20.00	ST ELIZABETH ANN SETON CATHOLIC HIGH SCHOOL	REF ALARM
598365	19-Dec-2018	854.30	STANLEY RAY HOOFARD	09/13/18-11/30/18 - HOUSING QUALITY INSPECTION SERVICES - AFFORDABLE HOUSING
598366	19-Dec-2018	1,023.97	STATE OF WASHINGTON	PROJ/WO JD50130L/JD5013 - PLAN REVIEW/INSPECTION SERVICES - 18OCT - MP ENG/CONSTRUCTION
598367	19-Dec-2018	33,731.06	STATE OF WASHINGTON	AUDIT 45211 - MCAG 0247 - FINANCIAL/ACCOUNTABILITY AUDIT SERVICES -18NOV - FINANCE - RECEIPT 139366 BY C ALLEMANG PER E-MAIL
598368	19-Dec-2018	20.72	STERICYCLE INC	CUST 6029888 - 18NOV - MEDICAL WASTE REMOVAL - VPD
598369	19-Dec-2018	87.00	Steuben, Michael Robert	WATER CERTIFICATION APPLICATION REIMB
598370	19-Dec-2018	291.69	Summerhill, Michael D	CDL & BOOT REIMBURSEMENT
598371	19-Dec-2018	2,537.45	SUNBELT CONTROLS INC	UPDATE DDC CONTROLS AT FIRSTENBURG COMMUNITY CENTER - RETAINAGE RELEASE
598372	19-Dec-2018	5,000.00	SUSAN BISWELL	SETTLEMENT RE: S BISWELL - DOL: 06/11/18 - LIABILITY CLAIM 922864 - RISK
598373	19-Dec-2018	363,034.81	TAPANI UNDERGROUND INC	WATERFRONT PARK TRAIL - EST 18 - THRU 11/15/18
598374	19-Dec-2018	69.30	TARGET ALARM CENTER 343	REF ALARM
598375	19-Dec-2018	75.00	TASTE OF ASIA	REF CIVICGOV
598376	19-Dec-2018	39.00	TEKSYSTEMS	BABINE ALINE - W/E 12/01/18 - INFO TECH - RECEIPT 139049 BY J SCHOESSLER PER E-MAIL
598376	19-Dec-2018	3,120.00	TEKSYSTEMS	BAKER MICHAEL - W/E 12/01/18 - INFO TECH - RECEIPT 139048 BY J SCHOESSLER PER E-MAIL
598376	19-Dec-2018	3,150.00	TEKSYSTEMS	BENSON ROBERT - W/E 12/01/18 - INFO TECH - RECEIPT 139051 BY J SCHOESSLER PER E-MAIL
598376	19-Dec-2018	4,000.00	TEKSYSTEMS	LAWSON COREY - W/E 12/01/18 - INFO TECH - RECEIPT 139050 BY J SCHOESSLER PER E-MAIL
598377	19-Dec-2018	96.97	Thirunagari, Sreekanth	2018 ICC CONFERENCE - RICHMOND VA
598378	19-Dec-2018	17.67	Thomas, Shonda Rochelle	LOCAL MILEAGE FOR DECEMBER 2018
598379	19-Dec-2018	135.50	TOWING & RECOVERY SERVICES INC	TOWING - '02 CHEV S10 BLAZER - LIC BLW8951 WA - FROM FRED MEYER @ 11325 SE MILL PLAIN TO EAST PRECINCT - CASE UNSPECIFIED - VPD
598380	19-Dec-2018	157.18	TOWING & RECOVERY SERVICES INC	TOWING - '17 FORD ESCAPE - LIC NOT SPECIFIED - FROM 3409 NE 62ND AVE BLDG Q TO WEST PRECINCT - CASE UNSPECIFIED - VPD
598381	19-Dec-2018	382.22	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	ACCT 230397 - DATABASE SEARCH FEES - 18NOV - VPD
598382	19-Dec-2018	12.45	UNITED PARCEL SERVICE	18DEC - SHIPPER #856018 - SERVICE CHARGES - OPS CENTER
598383	19-Dec-2018	153.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 4-1 2 - DEODORIZING SERVICE - THRU 11/20/18 - TOWN PLAZA - 5411 E MILL PLAIN BLVD - OP CENTER - RECEIPT 138893 BY P NEWTON PER E-MAIL
598384	19-Dec-2018	2,040.95	VANCOUVER SCHOOL DISTRICT #37	10/26/18 - SUBSTITUTE TEACHER COSTS - 13 EA - "KICK-OFF" - WREC - RECEIPT 138866 BY K ELLIOTT PER E-MAIL
598385	20-Dec-2018	167.13	ARAMARK UNIFORM SERVICES INC	SUMMARY: MAT/TOWEL/COVERALL CLEANING - WREC & OP CENTER
598386	20-Dec-2018	3,033.93	BOUND TREE MEDICAL LLC	ACCT 109894 - ORDER 100299112 - MEDICAL SUPPLIES - FIRE
598387	20-Dec-2018	49,600.00	CAPITOL ASSET & PAVEMENT SERVICES IN	2018 PAVEMENT CONDITION SURVEY - THRU 11/26/18 - OP CENTER
598388	20-Dec-2018	11.69	CITY OF PORTLAND	ACCT 504443 - TELECOMM SERVICES - 18NOV - VPD
598389	20-Dec-2018	12,249.00	COLUMBIA RESOURCE COMPANY	ACCT 450003 - 18NOV - DISPOSAL FEE FOR FALL COUPONS - SOLID WASTE
598390	20-Dec-2018	53.93	GENUINE PARTS COMPANY	CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
598391	20-Dec-2018	369.32	J2 BLUEPRINT SUPPLY CO	ACCT CO19 - CONTRACT CN10233-01 - HP DESIGNJET T3500PS PLOTTER - SER CN84PCH00M - 11/01/18-11/30/18 - SOLID WASTE - RECEIPT 139186 BY A POWERS PER E-MAIL
598392	20-Dec-2018	2,247.35	MOTOROLA SOLUTIONS INC	ACCT 1000838550 0002 - SO 0955710080348 - NNTN8092 BATT - 20 EA - FIRE
598393	20-Dec-2018	845.25	MOTUS RECRUITING & STAFFING INTL	NOTO KELLY - W/E 11/25/18 - PAYROLL WORK DAY PROJ
598394	20-Dec-2018	108.40	PACIFIC FURNISHINGS	ORDER 16699 - REPLACE NEUTRAL POSTURE CYLINDER - NPS8500 CHAIR - 1 EA - LABOR ONLY - THRU 11/26/18 - VPD/STAPLETON - PROPERTY SERVICES

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Check Number	Check Date	Amount	Vendor Name	Description
598395	20-Dec-2018	1,200.00	PORTLAND ADVENTIST MEDICAL CENTER	18NOV - WORKFORCE - MEDICAL TESTING SERVICES - HR
598396	20-Dec-2018	2,154.99	REXEL INC	CUST 951820 - OPERATING SUPPLIES - OPS CENTER
598397	20-Dec-2018	4.76	STATE OF WASHINGTON	ACCT 195167 - FILING FEES - 18AUG - PARKING
598397	20-Dec-2018	1.72	STATE OF WASHINGTON	ACCT 195167 - FILING FEES - 18NOV - PARKING
598397	20-Dec-2018	3.36	STATE OF WASHINGTON	ACCT 195167 - FILING FEES - 18OCT - PARKING
598397	20-Dec-2018	4.64	STATE OF WASHINGTON	ACCT 195167 - FILING FEES - 18SEP - PARKING
598398	20-Dec-2018	108.40	TOWING & RECOVERY SERVICES INC	TOWING - '07 TOYOTA COROLLA - LIC BIW7067 WA - FROM WEST PRECINCT TO 2525 W MILL PLAIN - CASE UNSPECIFIED - VPD
598399	20-Dec-2018	288.34	TRIPLE J ENTERPRISES	SUMMARY: TOWING - VPD
598400	20-Dec-2018	11,430.78	VERITAS US INC	CUST 7001142352 - SO US000000120196 - ENTERPRISE VAULT LICENSE RENEWAL - 09/28/18-09/27/19 - INFO TECH
598400	20-Dec-2018	13,658.40	VERITAS US INC	CUST 7001142352 - SO US000000121440 - ENTERPRISE VAULT LICENSE RENEWAL - 09/28/18-09/27/19 - INFO TECH
598401	20-Dec-2018	1,552.84	WALTER E NELSON CO	SUMMARY: ORDERS - JANITORIAL SUPPLIES - FIRE
598402	20-Dec-2018	100.00	WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION	ACCT 20605-001 - TRAINING-COLLISION INVESTIGATION-BASIC - T TAYLOR - 11/05/18-11/09/18 - VPD
598403	20-Dec-2018	443.26	WASHINGTON STATE DEPT OF TRANSPORTATION	PROJ/WO JD14210L/JD1421 - FIBER MAINTENANCE - 18OCT - MP ENG - RECEIPT 139166 BY A POWERS PER E-MAIL
598404	20-Dec-2018	12,999.05	WASTE CONNECTIONS INC	SUMMARY: 18NOV - CODE COMPLIANCE CLEAN UP/MULTIFAMILY RECYCLE & MEDICAL WASTE REMOVAL
598405	20-Dec-2018	876.66	WASTE MANAGEMENT	CUST 20-39654-03005 - 18NOV - MEDICAL WASTE REMOVAL - FIRE
598406	20-Dec-2018	241.50	Wilbanks, Webb Richardson	LOGO WORK CLOTHES
598407	20-Dec-2018	36,209.20	WILCOX & FLEGEL	SUMMARY: FUEL ORDERS - MULTIPLE LOCATIONS - EQUIP SERVICES
598408	20-Dec-2018	100.00	WILDFIN AMERICAN GRILL	REF ALARM
598409	20-Dec-2018	303.52	WILLIAM BERRY DBA NATURAL RECOVERY	DOUGLAS FIR TREES - 100 EA - OP CENTER
598410	20-Dec-2018	112.00	WILLIAMS KASTNER & GIBBS PLLC	CLIENT 32569 - MATTER 0101 - LEGAL SERVICES - 10/22/18 - INVOKE VMC 3.05.200(2) - RISK
598411	20-Dec-2018	35,000.00	WILLIS OF SEATTLE INC	ACCT VANCOUV-01 - 2018-2019 ANNUAL FEE - INSURANCE SERVICES - RISK
598412	20-Dec-2018	350.00	Wilson, Steve R	BOOT & CLOTHING REIMBURSEMENT
598413	20-Dec-2018	1,925.18	WRIGHT MANUFACTURING LLC	FABRICATE 1.25" PIPE RAILS - 2 EA - THRU 11/21/18 - MP ENG - RECIEPT 138945 BY L JONES PER E-MAIL
598414	20-Dec-2018	138.17	XPO ENTERPRISE SERVICES INC	WEEKLY POSTAGE SERVICES - THRU 11/24/18 - FINANCE/MAILROOM
598415	20-Dec-2018	75.00	XPRESS LEGAL SUPPORT LLC	11/27/18 - PROCESS SERVICES - 2 EA - LAW
598416	20-Dec-2018	25.00	YOLANDA RIVERA	REF OVERPMT CIT 7200410764
598417	21-Dec-2018	1,082.01	UNITED WAY OF THE COLUMBIA	PAYROLL
598418	21-Dec-2018	3,612.00	CHAPTER 13 - TRUSTEE	PAYROLL
598419	21-Dec-2018	7,493.17	LIFE INSURANCE CO OF NORTH AMERICA	PAYROLL
598420	21-Dec-2018	8,982.60	AMERICAN FAMILY LIFE ASSURANCE	PAYROLL
598421	21-Dec-2018	765.00	IAM LOCAL #1374	PAYROLL
598422	21-Dec-2018	18,878.06	IAFF LOCAL #452	PAYROLL
598423	21-Dec-2018	14,968.42	VANCOUVER POLICE OFFICER GUILD	PAYROLL
598424	21-Dec-2018	5,161.91	AFSCME LOCAL #307	PAYROLL
598425	21-Dec-2018	912.00	WESTERN METAL IND PENSION FUND	PAYROLL
598426	21-Dec-2018	5,355.87	OPEIU LOCAL #11	PAYROLL
598427	21-Dec-2018	2,292.00	WESTERN CONFERENCE OF TEAMSTERS	PAYROLL
598428	21-Dec-2018	550.00	MFS SERVICE CENTER INC	PAYROLL
598429	21-Dec-2018	640.00	TEAMSTERS LOCAL #58	PAYROLL
598430	21-Dec-2018	332.50	UA LOCAL #290	PAYROLL
598431	21-Dec-2018	72.36	LEGAL SHIELD	PAYROLL

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598432	26-Dec-2018	900.78	A LINE ASPHALT MAINTENANCE INC	SUMMARY: 18NOV - MAINTENANCE RATED SWEEP - MULTIPLE LOCATIONS
598433	26-Dec-2018	225.00	ACCURATE CORPORATE SERVICES INC	11/27/18 - PLACEMENT OF HOLIDAY DECORATIONS - CITY HALL - FACILITIES
598434	26-Dec-2018	242.82	ACTION TECHNOLOGY SYSTEMS	ACCT 3177 - MULTIPLE SERVICE TICKETS - MULTIPLE LOCATIONS - BATTERY REPLACEMENTS - THRU 11/29/18 - OP CENTER
598434	26-Dec-2018	4,459.47	ACTION TECHNOLOGY SYSTEMS	ACCT 3177 - MULTIPLE SERVICE TICKETS - MULTIPLE LOCATIONS - THRU 11/27/18 - OP CENTER
598435	26-Dec-2018	731.25	ACUITY GROUP PLLC	18NOV - JAIL/CORRECTIONS BILLING ANALYSIS - FINANCE
598436	26-Dec-2018	604.48	ADVANCE STORES CO INC	SUMMARY: PARTS FOR REPAIR AND MAINTENANCE - EQUIP SERVICES
598437	26-Dec-2018	30,115.85	ADVANCED BROADCAST SOLUTIONS	SO 13456 - PANASONIC/ROLAND SYSTEMS GROUP/INTELLINET/SONY PRODUCTS - MEDIA SERVICES
598438	26-Dec-2018	26.88	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 11/13/18 - FIRE STA 5
598438	26-Dec-2018	2.98	AIRGAS NOR PAC INC	PAYER 2363679 - SHIP TO 2335879 - COMPRESSED GAS - 11/30/18 - FIRE STA 5
598439	26-Dec-2018	5,947.50	ALERA GROUP INC DBA DAVIDSON BENEFITS PLANNING	18NOV - BENEFITS BROKER SERVICES - FINANCE/HR
598440	26-Dec-2018	68.88	AMERICAN HEATING INC	REFUND PERMIT MPE-252586
598441	26-Dec-2018	73.21	ARAMARK UNIFORM SERVICES INC	CUST 792566477 - COVERALL CLEANING - THRU 11/28/18 - OP CENTER
598442	26-Dec-2018	36.99	AT&T MOBILITY II LLC	WIRELESS CHARGES
598443	26-Dec-2018	1,450.67	AT&T MOBILITY II LLC	ACCT 287253610004 - CELL PHONE CHARGES - 11/05/18-12/04/18 - CONSTRUCTION
598444	26-Dec-2018	10,124.19	AT&T MOBILITY II LLC	ACCT #287256310986 - CELL PHONE WIRELESS CHARGES - 11/05/18-12/04/18 - OPS CENTER
598445	26-Dec-2018	21,460.43	AVOLVE SOFTWARE CORP	CUST VW002 - PROJECTDOX STD EDITION MAINTENANCE - 11/30/18-11/29/29 - CDD - RECEIPT 138971 BY B THOMAS PER E-MAIL
598446	26-Dec-2018	300.00	BARRAN LIEBMAN LLP	CLIENT 707505 - RE: 0010-INVESTIGATION FOSTER/HAMLIN - THRU 10/24/18 - VPD
598447	26-Dec-2018	230.29	BATTLE GROUND PUBLIC SCHOOLS	10/26/18 - SUBSTITUTE REIMBURSEMENT - "KICK-OFF" PROJECT - CLAPP/SHANNON - WREC - RECEIPT 138950 BY K ELLIOTT PER E-MAIL
598448	26-Dec-2018	350.00	Bielas, Mitch J	CLOTHING ALLOWANCE REIMBURSEMENT FOR MITCHEL BIELAS
598449	26-Dec-2018	1,966.00	BROWN & CALDWELL	PROJ 152565 - VANCOUVER 2018 LAND APPTCH ASSIST - THRU 10/25/18 - MP ENG - RECEIPT 1388832 BY L JONES PER E-MAIL
598450	26-Dec-2018	9,224.05	BROWN & WILSON PARTNERSHIP LLC	JAN 19 DOMESTIC VIOLENCE LEASE
598451	26-Dec-2018	2,588.75	BSK ASSOCIATES	SUMMARY: WO MULTIPLE - SAMPLE TESTING SERVICES - BACTI - 18NOV - OP CENTER
598452	26-Dec-2018	686.00	CALE AMERICA INC	ACCT VANC000001 - SRO X000010055 - CALE WEB OFFICE SUPPORT FOR PAY STATIONS - 14 EA - 18NOV - PARKING
598453	26-Dec-2018	152.15	Campos, Jennifer Marie	MILEAGE REIMBURSEMENT FOR MEETINGS
598454	26-Dec-2018	37.00	Carroll, Craig Anthony	CDL PERMIT REIMBURSEMENT
598455	26-Dec-2018	65,927.39	CENTURY WEST ENGINEERING CORP	PROJ 41004.011.01 - 2018 PEARSON AIRPORT IMPROV - THRU 11/30/18 - CONSTRUCTION
598456	26-Dec-2018	13,609.00	CFM STRATEGIC COMMUNICATIONS INC	SUMMARY: PROFESSIONAL SERVICES & STRATEGIC PUBLIC AFFAIRS - THRU 11/30/18 - CMO
598457	26-Dec-2018	7,556.25	CHRISTOPHER F WILSON PSYD LLC	11/30/18 - TRAINING - "NEURIBIOLOGY OF TRAUMA" - 3 STUDENTS - VPD
598458	26-Dec-2018	13,978.62	CLARK COUNTY	ANIMAL CONTROL SERVICES - BUDGET
598458	26-Dec-2018	35,030.00	CLARK COUNTY	CJC CONTRIBUTION - BUDGET
598458	26-Dec-2018	21,040.84	CLARK COUNTY	POWNT-WHITLEY TIPPING FEES - 18OCT - OPS CENTER
598459	26-Dec-2018	92,000.00	CLARK COUNTY	2018 INET/COMCAST BUSINESS CONTRIBUTION - CMO
598460	26-Dec-2018	7,046.00	CLARK COUNTY SEPTIC SYSTEM	SCIP CONTRACTOR PMT - KINGDOM SITES LLC (518 SE 110TH AVE)
598461	26-Dec-2018	130.00	CODAS PLUS	11/02/18 - SIGN LANGUAGE INTERPRETING SERVICES - PARKS ADMIN
598462	26-Dec-2018	25,498.93	COLUMBIA FORD	2019 FORD TRANSIT - VIN NM0LS6E21K1401667
598463	26-Dec-2018	777.13	COLUMBIA MACHINE INC	REFUND PERMIT CMI-247949
598464	26-Dec-2018	7,215.22	COLUMBIA TIMBERS SOCCER CLUB	2018 LODGING TAX GRANT - 2018 TIMBERS ALLIANCE HOTEL GRANT
598465	26-Dec-2018	109.95	COMCAST CABLE COMMUNICATIONS	8778 10 101 3255970 - 12/24/18-01/23/19 - VPD WEST PRECINCT
598466	26-Dec-2018	664.74	COMMUNITY HOUSING RESOURCE CTR	PROJ 414747 - REHAB CLIENT ELIGIBILITY/LOAN PROCESSING - 18NOV - CDBG FUNDING
598467	26-Dec-2018	418.45	CORPORATE TRANSLATION SVCS INC	CLIENT ID 15541 - INTERPRETER SERVICES - 18OCT - HR
598468	26-Dec-2018	440.60	CORWIN BEVERAGE CO	ACCT 15624 - SOFT DRINK DELIVERY - THRU 12/13/18 - MARSHALL CTR
598469	26-Dec-2018	286.00	COURIER NORTHWEST INC	18DEC - MONTHLY COURIER SERVICES - MAILROOM - RECEIPT 139503 BY C ALLEMANG PER E-MAIL

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598470	26-Dec-2018	2,042.28	CUES INC	CUST 98668000 SO 000674608 - 6 WHEELS - PT182 - FOR DEPT WATER/SEWER 98668001
598470	26-Dec-2018	1,011.00	CUES INC	SO 000675129 - MC208-1 TRACK ASSY - 2 EA - OPS CENTER
598471	26-Dec-2018	2,624.96	CYBERSOURCE CORPORATION	18NOV - CREDIT CARD SERVICES - TREASURY - RECEIPTS 139041 (PO 76366) AND 139042 (PO 89736) BY C ALLEMANG
598472	26-Dec-2018	65.00	DAVID ICKERT	18DEC - PARKING STALL RENTAL - MEDIA SERVICES
598473	26-Dec-2018	317.07	DAY MANAGEMENT CORP DBA DAY WIRELESS	CUST 33814 - JOB TICKET 476615 - REPLACE POWER SUPPLY - 11/28/18 - FIRE STN 5 - FIRE
598474	26-Dec-2018	3,762.07	EAGLE WEB PRESS	JOB 91879 - MESSENGER INSERTS/MAIL PROCESSING - 18DEC - MEDIA SERVICES
598475	26-Dec-2018	4,661.20	EARTHWORKS EXCAVATING	SCIP CONTRACTR PMT - MORRISON (11716 NE 79TH ST)
598476	26-Dec-2018	53.42	Eastes, Brent A	LOCAL MILEAGE FOR STATION MOVES
598477	26-Dec-2018	436.00	EMERGENCY ROOMS PS	SUMMARY: SEP-NOV18 MEDICAL TESTING SERVICES
598478	26-Dec-2018	8,236.87	ESTHER SHORT COMMONS LLP	JAN 19 ESTHER SHORT RETAIL SPACE
598479	26-Dec-2018	20,000.00	FOURTH PLAIN FORWARD	18DEC - IMPLEMENTATION OF THE FOURTH PLAIN FORWARD ACTION PLAN - EVENT PLANNING/WORKSHOPS/FACILITATION/STAFFING - CED
598480	26-Dec-2018	305.58	GALLAGHER BASSETT SERVICES INC	CONTR 00423500205 - CLIENT C004235000 - GBMCS FEES - 18OCT - RISK
598481	26-Dec-2018	1,808.95	GALLS LLC	ACCT 1001096190 - FIRE UNIFORM - FIRE
598482	26-Dec-2018	1,300.34	GENUINE PARTS COMPANY	CUST 7970 - 18NOV - PARTS FOR VEHICLE AND EQUIPMENT REPAIRS - EQUIP SERVICES
598483	26-Dec-2018	41,290.50	GGLO LLC	PROJ 2018013.01 - CREATE HEIGHTS SUBAREA PLAN - THRU 10/31/18 - LRP - RECEIPT 139149 BY B THOMAS PER E-MAIL
598484	26-Dec-2018	274.07	GORDIAN GROUP	PROJ 4583 - MARSHALL CENTER EXTERIOR PAINTING SUPPL HANDRAILS - JOB ORDER CONTRACTING PROGRAM CONSULTANT - NTP 11/26/18 - PROCUREMENT
598485	26-Dec-2018	15,030.00	GRAYSHIFT LLC	GRAYKEY ANNUAL LICENSE/EQUIPMENT - 1 EA - VPD
598486	26-Dec-2018	4,583.33	GREATER VANCOUVER CHAMBER OF	PROJ 2017 CDBG 414743 - SMALL BUSINESS ASSISTANCE PROGRAM - 18NOV - CDBG FUNDING
598487	26-Dec-2018	5,051.19	GVP VENTURES INC	ASSISTANCT CHIEF OF POLICE RECRUITING SERVICES - THRU 11/15/18 - HR - RECEIPT 139410 BY A BAFUS PER E-MAIL
598488	26-Dec-2018	42,792.59	H&H WOOD RECYCLERS INC	ACCT 10-000006E - 11/01/18-11/30/18 - FALL LEAF DISPOSAL - MP ENG - RECEIPT 139421 BY L JONES
598489	26-Dec-2018	4,229.10	HALBERT CONSTRUCTION LLC	INV 764-89790-2 - GREASE HOOD AND INTERCEPTOR CLEANING - EST 2 - THRU 11/27/18
598489	26-Dec-2018	20,384.42	HALBERT CONSTRUCTION LLC	INV 765-89505-3 - SLOCUM HOUSE INTERIOR AND EXTERIOR REPAIRS - EST 3 - THRU 11/27/18
598489	26-Dec-2018	1,827.28	HALBERT CONSTRUCTION LLC	INV 767-90270-1 - BROOKSIDE NORTH STORAGE PAINT ROOM INSULATION - EST 1 - THRU 11/27/18
598489	26-Dec-2018	15,437.91	HALBERT CONSTRUCTION LLC	INV 768-89133-2 - GRAVITY THICKENER PROJECT - EST 2 - THRU 11/27/18
598489	26-Dec-2018	11,345.21	HALBERT CONSTRUCTION LLC	INV 769-88503-5 - TOWN PLAZA HANDYMAN & ABATEMENT - EST 5 - THRU 11/27/18
598489	26-Dec-2018	2,628.42	HALBERT CONSTRUCTION LLC	INV 770-89340-4 - DAY CENTER GENERAL REPAIR - EST 4 - THRU 11/29/18
598489	26-Dec-2018	114,989.19	HALBERT CONSTRUCTION LLC	INV 771-90207-2 - DAY CENTER PAINTING/FENCING PROJECT - EST 2 - THRU 11/29/18
598489	26-Dec-2018	1,336.86	HALBERT CONSTRUCTION LLC	INV 772-91117-1 - COVINGTON HOUSE DUCT CLEANING - EST 1 - THRU 11/30/18
598489	26-Dec-2018	2,353.11	HALBERT CONSTRUCTION LLC	INV 773-90078-2 - ZHEN TOWER PLAZA - EST 2 - THRU 11/30/18
598489	26-Dec-2018	14,726.31	HALBERT CONSTRUCTION LLC	INV 774-89475-2 - VPD WEST EXTERIOR PAINTING & SEALING - EST 2 - THRU 11/30/18
598489	26-Dec-2018	7,748.49	HALBERT CONSTRUCTION LLC	WREC REMODEL - EST 3 - THRU 11/27/18
598490	26-Dec-2018	1,487.00	HDJ DESIGN GROUP	PROJ HDJ4101.007 - 2018 BONDED WEARING COURSE - 18OCT - CONSTRUCTION - RECEIPT 139097 BY L PETERSEN PER E-MAIL
598491	26-Dec-2018	576.72	IRON MOUNTAIN SECURE SHREDDING	CUST 24WNH - RECORDS STORAGE/RETRIEVAL - 12/24/18-11/27/18 - FINANCE
598491	26-Dec-2018	878.00	IRON MOUNTAIN SECURE SHREDDING	CUST 7121Y - ON-SITE DOCUMENT DESTRUCTION - 18NOV - VPD - RECEIPT 139075 (PO 86765) & RECEIPT 139076 (PO 89104) BY A CARMEN PER E-MAIL
598492	26-Dec-2018	4,986.40	J&J JENKINS PLUMBING INC	SCIP CONTRACTOR PMT - PORTER (12703 NE 20TH ST)
598493	26-Dec-2018	4,488.29	JANUS YOUTH PROGRAMS	PROJ 2018-CDBG-414835 - OAK BRIDGE CASE MANAGEMENT - 18NOV - CDBG FUNDING
598494	26-Dec-2018	2,250.00	JCI JONES CHEMICALS INC	ORDER 572521 - CHLORINE 150 LB CYLINDERS - 9 EA - OP CENTER
598495	26-Dec-2018	325.00	KAISER PERMANENTE	SUMMARY: MEDICAL SERVICES - VACCINES - OP CENTER
598496	26-Dec-2018	2,753.00	KEITHS SPORTING GOODS INC	OPERATING SUPPLIES - VPD

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

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Check Number	Check Date	Amount	Vendor Name	Description
598497	26-Dec-2018	192.83	Kendall, John A	CLOTHING ALLOWANCE REIMBURSEMENT FOR JOHN KENDALL
598498	26-Dec-2018	162.59	Kitterman, Jason Abel	BOOT REIMBURSEMENT
598499	26-Dec-2018	750.00	KRAMER GEHLEN & ASSOC	PROJ 18025-10 - EASTSIDE SPECTRUM SELF STORAGE - CMI-250783 - THRU 11/30/18 - CDD - RECEIPT 139007 BY B THOMAS PER E-MAIL
598499	26-Dec-2018	937.50	KRAMER GEHLEN & ASSOC	PROJ 18025-11 - UNION STATION - CMI-249756 - THRU 11/30/18 - CDD - RECEIPT 139007 BY B THOMAS PER E-MAIL
598500	26-Dec-2018	630.00	KRONOS INCORPORATED	PROJ 39553 - VANCOUVER FIRE TSG - PROJECT PLANNING/ASSESSMENT/CHEDULING SERVICES - THRU 10/17/18 - INFO TECH - RECEIPT 139435 BY J SCHOESSLER PER E-MAIL
598501	26-Dec-2018	3,323.82	LAKESIDE INDUSTRIES	SUMMARY: ASPHALT - ORCHARDS EZ STREET - OPS CENTER
598502	26-Dec-2018	6,608.25	LANCE C HAMEL DBA RAPID RESPONSE BIO CLEAN	11/21/18 & 11/28/18 - BIO-HAZARD CLEAN-UP - MULTIPLE CITY LOCATIONS - OP CENTER
598503	26-Dec-2018	28.78	Lehto, August H	MILEAGE TO ATTEND POLICE PENSION BOARD MEETINGS
598504	26-Dec-2018	775.07	LIFE SAFETY CORP	MILLER FACTORY RECERT/REPAIR - MR50S/50FT S/N M111544 - OPS CENTER WAREHOUSE
598505	26-Dec-2018	157.40	LINGUAVA INC	CUST 19059 - INTERPRETING SERVICES - 11/01/18-11/08/18 - VPD - RECEIPT 139022 BY A CARMAN PER E-MAIL
598506	26-Dec-2018	162.50	LISA HOWELL DBA STRATEGIC VISUALS	11/04/18 - GRAPHIC DESIGN/LAYOUT/CREATIVE SERVICES - CREATION OF BANNERS/E-ADS FOR VARIOUS CAMPAIGNS - PARKS
598507	26-Dec-2018	244.91	LN CURTIS & SONS	CUST C32902 - ORDER 442557 - FIRE
598508	26-Dec-2018	135.50	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VAN-02 - PLANT SERVICE - 18DEC - MP ENG - RECEIPT 139096 BY A POWERS PER E-MAIL
598508	26-Dec-2018	151.76	MARK IV ENTERPRISES DBA FOLIAGE SERVICES	CUST VANCO - LOCATION VANCOU - MONTHLY PLANT MAINTENANCE - 18DEC - CITY HALL - RECEIPT 139165 BY A POWERS PER E-MAIL
598509	26-Dec-2018	3,292.52	McFARLANES BARK INC	SUMMARY: YARD DEBRIS DISPOSAL - COUPON PROGRAM - SOLID WASTE
598510	26-Dec-2018	1,000.00	MESSAGE GEARS LLC	18DEC - USAGE FEE - INFO TECH
598511	26-Dec-2018	241.55	MILL PLAIN ELECTRIC INC	REFUND PERMIT MPE-253620
598512	26-Dec-2018	8,643.55	MISCELLANEOUS	SUMMARY: CITY UTILITIES, PARKS & OTHER MISC REFUNDS
I				
598587				
598588	26-Dec-2018	405.00	MKE & ASSOCIATES INC	PROJ VA-5035 - GENERATOR ADDITION - LEUPKE/MARSHALL CENTERS - THRU 11/25/18 - OP CENTER - RECEIPT 138879 BY P NEWTON PER E-MAIL
598588	26-Dec-2018	1,700.00	MKE & ASSOCIATES INC	PROJ VA-5109 - CITY HALL-5TH FL EOC CENTER - CITY HALL - THRU 11/25/18 - OP CENTER - RECEIPT 138879 BY P NEWTON PER E-MAIL
598589	26-Dec-2018	660.47	MUNICIPAL EMERGENCY SERVICES INC	CUST C38471 - OPERATING SUPPLIES - FIRE
598589	26-Dec-2018	2,318.20	MUNICIPAL EMERGENCY SERVICES INC	CUST C63793 - POINT BLANK AXI1A AND ACCESSORIES - VPD
598590	26-Dec-2018	43,194.28	MURRAYSMITH INC	PROJ 18-2286 - 2019 CURB RAMP DESIGN - THRU 10/31/18 - OP CENTER - RECEIPT 138979 BY P NEWTON PER E-MAIL
598591	26-Dec-2018	500.00	NAGRA & ATWAL CORPORATION	JAN 19 OPS PARKING LEASE
598592	26-Dec-2018	4,178.05	NATIONAL PARK SERVICE	JAN 19 PEARSON AIR PARK LEASE
598593	26-Dec-2018	2,365.08	NAVEX GLOBAL INC	2018-2019 ANNUAL MAINTENANCE FEE CONCURRENT-POLICY TECH - 10 EA - 12/16/18-12/15/19 - INFO TECH
598594	26-Dec-2018	2,283.30	NET TRANSCRIPTS	CUST 20-VANCOUVERPD - TRANSCRIPTION SERVICES - 11/15/18-11/30/18 - VPD - RECEIPT 139332 BY A CARMAN PER E-MAIL
598595	26-Dec-2018	19,296.73	NORTHWEST STAFFING RESOURCES	CITY WIDE TEMPORARY SERVICES - W/E 12/2/18
598596	26-Dec-2018	9,131.64	NW REGIONAL TRAINING CENTER	2018 I-NET CONTRIBUTION GRANT - CMO
598597	26-Dec-2018	1,079.63	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN01 - EXCAVATION NOTIFICATIONS - 18NOV - OP CENTER - RECEIPT 138938 BY P TANDY PER E-MAIL
598597	26-Dec-2018	194.74	ONE CALL CONCEPTS INC	ACCT 19-0000085 - DIST VAN04 - EXCAVATION NOTIFICATIONS - 18NOV - OP CENTER/TRAFFIC - RECEIPT 138937 BY P TANDY PER E-MAIL

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
598598	26-Dec-2018	619.50	OTAK INC	PROJ 017867.A00 - VANCOUVER COUNTRY CLUB VILLAGE LID RETROFIT - THRU 11/23/18 - MP ENG - RECEIPT 139357 BY L JONES PER E-MAIL
598599	26-Dec-2018	1,743.83	PACIFIC FURNISHINGS	ORDER 16658 - RECEIVE/DELIVERY/INSTALLATION - HERMAN MILLER WORK CHAIR - 2 EA - THRU 11/29/18 - CITY HALL/RISK & IT - PROPERTY SERVICES
598600	26-Dec-2018	204.88	PARKING ENFORCEMENT SERVICES LLC	TOWING - '18 DODGE CHARGER - LIC DEALER PLATE WA - FROM 3400 GRAND BLVD TO 2800 NE STAPLETON RD - VPD
598601	26-Dec-2018	15.60	PARKMOBILE USA INC	CUST 832027 - 18NOV - END USER FEES - PARKING
598602	26-Dec-2018	525.00	PATRICK HILDRETH DBA PDH CREATIVE	RESIDENT ENGAGEMENT VAN - GRAPHIC WRAP DESIGN - THRU 11/19/18 - MEDIA SERVICES
598602	26-Dec-2018	100.00	PATRICK HILDRETH DBA PDH CREATIVE	WEB CARE/HOSTING - MARKETING OUTREACH - CDD
598603	26-Dec-2018	18,971.00	PBS ENGINEERING & ENVIRONMENTAL INC	PROJ 0071338.000 - HILTON PARKING LOT - THRU 10/26/18 - FACILITIES - RECEIPT 139154 BY B THOMAS PER E-MAIL
598604	26-Dec-2018	43.35	PETTY CASH CUSTODIAN	PHONE CASE - LORETTA CALLAHAN
598605	26-Dec-2018	10,000.00	PORTLAND INTL RACEWAY	10/29/18-11/02/18 - TRACK RENTAL - EVOC TRAINING - VPD
598606	26-Dec-2018	2,769.56	PORTLAND MECHANICAL CONSTRUCTION INC	INV 277265, INV 277279, & INV 277286 - TOWN PLAZA HVAC INSPECTIONS/REPAIR PROJECT - EST 21 - THRU 11/30/18 - RECEIPT 139011 BY P NEWTON PER E-MAIL
598607	26-Dec-2018	24,379.76	PPC SOLUTIONS INC	SUMMARY: SECURITY SERVICES - MULTIPLE LOCATIONS
598608	26-Dec-2018	264.20	PRAXAIR DISTRIBUTION INC	CUST 73769060 - CO2 LIQUID BULK TANK 460# - THRU 11/30/18 - PARKS & REC FIRSTENBURG POOL
598608	26-Dec-2018	128.81	PRAXAIR DISTRIBUTION INC	CUST 83600654 - CO2 LIQUID BULK TANK 460# - THRU 11/30/18 - PARKS & REC MARSHALL POOL
598609	26-Dec-2018	7,232.00	PROFESSIONAL SERVICE INDUSTRIES	CUST 1104830 - PROJ 07022156 - VANC WATER STATIONS 5, 6, & 7 - THRU 11/29/18 - CONSTRUCTION
598610	26-Dec-2018	4,444.82	RETAIL LOCKBOX INC	EPAY AND SUSPENSE - TRANSACTION FEES - THRU 11/30/18 - TREASURY
598611	26-Dec-2018	52,196.77	REXEL INC	CUST 867424 - OPERATING SUPPLIES - OPS CENTER
598611	26-Dec-2018	880.21	REXEL INC	CUST 951820 - OPERATING SUPPLIES - OPS CENTER
598612	26-Dec-2018	742.50	RICK WILLIAMS CONSULTING	18NOV - PARKING POLICY CONSULTING - CED
598613	26-Dec-2018	92.14	RIVERSIDE CONTAINERS LLC	JOB 49628 - RENTAL - 20' STEEL CONTAINER - 18DEC - CONSTRUCTION - RECEIPT 1388909 BY L PETERSEN PER E-MAIL
598614	26-Dec-2018	2,560.00	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 09/14/18 - HR
598614	26-Dec-2018	2,544.64	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 10/19/18 - HR
598614	26-Dec-2018	2,533.76	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 10/26/18 - HR
598614	26-Dec-2018	2,373.76	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 11/02/18 - HR
598614	26-Dec-2018	2,534.40	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 11/09/18 - HR
598614	26-Dec-2018	2,069.76	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 11/16/18 - HR
598614	26-Dec-2018	1,552.64	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 11/23/18 - HR
598614	26-Dec-2018	1,952.00	ROBERT HALF INTERNATIONAL	CUST 03660-000152000 - RUTLEDGE JANET - W/E 11/30/18 - HR
598615	26-Dec-2018	20,090.62	S&B INC	ORDER 24901 - FISHER GROVE LIFT STATION UPGRADES - 21% & 59% - MP ENG - RECEIPT 138940 BY A POWERS PER E-MAIL
598616	26-Dec-2018	82.43	SANDY CARLEY	24 2018 C CARLEY KAISER REFUND
598617	26-Dec-2018	3,880.96	SECOND STEP HOUSING	PROJ 414844 - HOUSING SERVICES - 18NOV - 2018 CDBG FUNDING
598617	26-Dec-2018	4,645.00	SECOND STEP HOUSING	PROJ 601806 - RENT ASSISTANCE - 18NOV - 2018 HOME FUNDING
598618	26-Dec-2018	8,876.50	SEQUENCE GRAPHICS LLC	ADVERTISING SALES COMMISSION FOR SR MESSENGER - 18DEC - MEDIA SERVICES - RECEIPT 139299 BY T LOONEY
598619	26-Dec-2018	115,591.24	SHARE INC	PROJ 2017-AHF-221302 - HOUSING CONSORTIUM - 18NOV - CDBG
598619	26-Dec-2018	20,710.00	SHARE INC	PROJ 411004 - DAY CENTER STAFFING - 18NOV - CDBG FUNDING
598620	26-Dec-2018	200.00	SHELDON WONG	12/02/18 - SUNDAY DANCE - MUSICAL ENTERTAINMENT - PARKS
598621	26-Dec-2018	95,840.67	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES - THRU 11/30/18 - INFO TECH - RECEIPT 139084 BY S COOLEY PER E-MAIL
598621	26-Dec-2018	1,313.55	SIERRA-CEDAR INC	CUST 109266 - PROJ CITYVNCW_IMP_01 - WORKDAY IMPLEMENTATION SERVICES/EXPENSE REIMBURSEMENT - THRU 11/30/18 - INFO TECH - RECEIPT 139083 BY S COOLEY PER E-MAIL
598622	26-Dec-2018	74.88	Smith, Justin J	MILEAGE OCTOBER -DECEMBER 2018

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
598623	26-Dec-2018	2,492.03	SOFTWARE HOUSE INTERNATIONAL SHI	SUMMARY: ACROBAT PROF LICENSES & CREATE CLOUD - BY J SCHOESSLER
598624	26-Dec-2018	3,649.57	STATE OF WASHINGTON	PROJ JM0203L - CUST 916001288 5 - MATERIAL LAB CHARGES - 18OCT - CONSTRUCTION
598625	26-Dec-2018	122.00	SUMMIT LAW GROUP	CLIENT 20147-13 ERK - LEGAL SERVICES - K REED - THRU 10/31/18 - INVOKE VMC 3.05.200(2) - HR
598625	26-Dec-2018	7,324.00	SUMMIT LAW GROUP	CLIENT 20147-17 ERK - LEGAL SERVICES - H S INVESTIGATION - THRU 10/31/18 - INVOKE VMC 3.05.200(2) - HR
598626	26-Dec-2018	78.00	TEKSYSTEMS	BABINE ALINE - W/E 12/08/18 - INFO TECH - RECEIPT 139397 BY J SCHOESSLER PER E-MAIL
598626	26-Dec-2018	3,060.00	TEKSYSTEMS	BENSON ROBERT - W/E 12/08/18 - INFO TECH - RECEIPT 139396 BY J SCHOESSLER PER E-MAIL
598626	26-Dec-2018	4,000.00	TEKSYSTEMS	LAWSON COREY - W/E 12/08/18 - INFO TECH - RECEIPT 139395 BY J SCHOESSLER PER E-MAIL
598627	26-Dec-2018	452,756.99	THERMAL TRANSFER ACQUISITION CORPORATION DBA THERMAL TRANSFER CORPORATION	AGREEMENT 90175 - ORDER H-X664 - MANUFACTURE/DELIVERY OF PRIMARY & SECONDARY HEAT EXCHANGERS - 35% FOR MATERIALS - MP ENG - RECEIPT 139307 BY L JONES
598628	26-Dec-2018	108.40	TOWING & RECOVERY SERVICES INC	TOWING - '94 FORD TAURUS - LIC AVR0498 WA - FROM 3312 "T" ST TO WEST PRECINCT - CASE UNSPECIFIED - VPD
598629	26-Dec-2018	331.98	TRIPLE J ENTERPRISES	SUMMARY: TOWING - VPD
598630	26-Dec-2018	171.44	UNITED PARCEL SERVICE	SUMMARY: 18DEC - SERVICE CHARGES - OPS CENTER
598632				
598633	26-Dec-2018	100.00	UNITED STATES POSTAL SERVICE	POSTAGE DUE 95004.000 FOR SR MESSENGER - 18DEC
598634	26-Dec-2018	250.00	UNITED STATES POSTAL SERVICE	POSTAGE DUE 95004.000 FOR UTILITIES - 18DEC
598635	26-Dec-2018	5,000.00	UNITED STATES POSTAL SERVICE	POSTAGE FOR METER ACCOUNT 0000118261 - 12/24/18
598636	26-Dec-2018	4,762.98	UNIVAR USA INC	CUST 107817 - ORDER 215535 - CAUSTIC SODA - OPS CENTER
598637	26-Dec-2018	4,444.55	UNIVERSAL FIELD SERVICES INC	JOB 1483 - CUST 159BF - SE MILL PLAIN BLVD-104TH AVE TO CHKLOV DR PROJECT - 18NOV - TRANSPORTATION/CONSTRUCTION
598637	26-Dec-2018	2,160.85	UNIVERSAL FIELD SERVICES INC	JOB 1927 - CUST 159BF - RIGHT OF WAY SERVICES-NE 112TH AVE PROJECT - 18NOV - TRANSPORTATION/CONSTRUCTION
598638	26-Dec-2018	1,084.00	US WATER SERVICES INC	SUMMARY: 18DEC - MONTHLY CHILLER/BOILER CHEM TESTING - MULTIPLE LOCATIONS
598639	26-Dec-2018	70.00	VANCOUVER AIRE LLC DBA FRESH AIRE AIR FRESHENERS	ROUTE 1-3 0 - DEODORIZING SERVICE - THRU 11/27/18 - FIRSTENBURG COMM CTR - 700 NE 136TH AVE - OP CENTER - RECEIPT 139043 BY P NEWTON PER E-MAIL
598640	26-Dec-2018	15,367.00	VANCOUVER HOUSING AUTHORITY	PROJ 2017-AHF-221301 - AHF RENTAL ASSISTANCE - 18NOV - CDBG
598641	26-Dec-2018	25,000.00	VANCOUVER NATIONAL HISTORIC RESERVE TRUST DBA	2018 LODGING TAX GRANT ALLOCATION - CMO
598642	26-Dec-2018	320.00	VANCOUVER SCHOOL DISTRICT #37	10/26/18 - SUBSTITUTE TEACHER COSTS - 2 EA - "KICK-OFF" PROJECT - WREC
598643	26-Dec-2018	1,200.00	VANCOUVER USA REGIONAL TOURISM OFFICE	2018 LODGING TAX GRANT PROGRAM - REGIONAL TOURISM MARKETING WATERFRONT - CMO
598644	26-Dec-2018	8,496.25	VANCOUVERCENTER CONDOMINIUM ASSOCIATION	18SEP-18NOV - OPERATING EXPENSE REIMBURSEMENT - VANCOUVERCENTER PLAZA - PARKING - RECEIPT 138914 BY T PICCHIONI PER E-MAIL
598645	26-Dec-2018	200.00	VAST DATA CONCEPTS LLC	18DEC - MONTHLY USER FEE - INFO TECH - RECEIPT 138859 BY J SCHOESSLER PER E-MAIL
598646	26-Dec-2018	80.02	VERIZON WIRELESS	ACCT 442099140-0001 - MOBILE BROADBAND SERVICES - 10/24/18-11/23/18 - IPADS FOR SIDEWALK PROJECTS - RYAN MILES - OPS CENTER
598647	26-Dec-2018	406.42	WA STATE PATROL	ACCT VAN305 - TEST/CERTIFY SCALES 00377514 - 12/11/18 - VPD
598648	26-Dec-2018	3,226.46	WALLIS ENGINEERING PLLC	18NOV - PROJ VAN15ES:01 - 2018 VANCOUVER CURB RAMPS - THRU 11/30/18 - OP CENTER - RECEIPT 139416 BY P NEWTON PER E-MAIL
598648	26-Dec-2018	3,421.00	WALLIS ENGINEERING PLLC	18NOV - PROJ VAN15ES:02 - 162ND/164TH CURB RAMPS - THRU 11/30/18 - OP CENTER - RECEIPT 139417 BY P NEWTON PER E-MAIL
598648	26-Dec-2018	9,085.57	WALLIS ENGINEERING PLLC	18NOV - PROJ VAN18ES:01 - MACARTHUR & FOURTH PLAIN ADA RAMPS - THRU 11/30/18 - OP CENTER - RECEIPT 139424 BY P TANDY PER E-MAIL
598649	26-Dec-2018	5,728.24	WALTER E NELSON CO	SUMMARY: JANITORIAL SUPPLIES - FIRE & OPS

INVOICE PAYMENTS REPORT

Check Number	Check Date	Amount	Vendor Name	Description
598650	26-Dec-2018	900.00	WASHINGTON ECONOMIC DEVELOPMENT ASSN	2019 MEMBERSHIP DUES - TERESA BRUM
598651	26-Dec-2018	11,731.81	WASTE CONNECTIONS INC	18NOV MONTHLY GARBAGE SERVICES FOR MULTIPLE CITY ACCOUNTS - SOLID WASTE
598651	26-Dec-2018	2,920.34	WASTE CONNECTIONS INC	ACCT CLEANUPS 2018 - NEIGHBORHOOD PROGRAM - 18NOV - SOLID WASTE
598651	26-Dec-2018	11,279.91	WASTE CONNECTIONS INC	ACCT CLEANUPS 2018 - NEIGHBORHOOD PROGRAM - 18OCT - SOLID WASTE
598651	26-Dec-2018	36,348.00	WASTE CONNECTIONS INC	ACCT COMM PILOT BILLING - 1398 CUSTOMERS - 18NOV - SOLID WASTE
598652	26-Dec-2018	178.35	Weber, Robert J	BOOT REIMBURSEMENT
598653	26-Dec-2018	2,560.13	WILCOX & FLEGEL	FUEL FOR FIRE STATION 5 - EQUIP SERVICES
598653	26-Dec-2018	3,159.06	WILCOX & FLEGEL	FUEL FOR OPS - EQUIP SERVICES
598654	26-Dec-2018	600.00	WINTERBAUER & DIAMOND PLLC	ACCT 1987-01M - LEGAL SERVICES - THRU 07/27/18 - HR
598654	26-Dec-2018	18,079.83	WINTERBAUER & DIAMOND PLLC	ACCT 1987-01M - LEGAL SERVICES - THRU 08/31/18 - HR
598654	26-Dec-2018	13,223.85	WINTERBAUER & DIAMOND PLLC	ACCT 1987-01M - LEGAL SERVICES - THRU 09/27/18 - HR
598655	26-Dec-2018	22.01	WW GRAINGER INC	ACCT 808802698 - PARTS FOR VEHICLE AND EQUIPMENT REPAIR - EQUIP SERVICES
598656	26-Dec-2018	850.00	YAKIMA COUNTY	2018 INTERLOCAL AGREEMENT FOR TECHNOLOGY SERVICES - 18NOV - INFO TECH - APPROVED PER J SCHOESSLER PER E-MAIL
598657	26-Dec-2018	102.00	Zalpys, William Algirdas	CDL RENEWAL REIMBURSEMENT
20001459	17-Dec-2018	16,310.90	CITY OF VANCOUVER	SUMMARY: INFOR CITY PAYMENTS
I				
20001461				
	Sub-Total	11,577,560.89		
VISA	31-Dec-2018	795.52	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 12/25/18-12/31/18
VISA	31-Dec-2018	1,038.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 12/25/18-12/31/18
VISA	31-Dec-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 12/25/18-12/31/18
VISA	31-Dec-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 12/25/18-12/31/18
VISA	27-Dec-2018	790.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 12/18/18-12/24/18
VISA	27-Dec-2018	684.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 12/18/18-12/24/18
VISA	27-Dec-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 12/18/18-12/24/18
VISA	24-Dec-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 12/18/18-12/24/18
VISA	18-Dec-2018	229.00	MISCELLANEOUS	PARKS CLASS REFUNDS - FCC 12/11/18-12/17/18
VISA	18-Dec-2018	988.00	MISCELLANEOUS	PARKS CLASS REFUNDS - MCC 12/11/18-12/17/18
VISA	18-Dec-2018	-	MISCELLANEOUS	PARKS CLASS REFUNDS - SPECIAL EVENTS 12/11/18-12/17/18
VISA	18-Dec-2017	-	MISCELLANEOUS	PARKS CLASS REFUNDS - WREC 12/11/18-12/17/18
	Sub-Total	4,524.52		
	TOTAL	11,582,085.41		
EXCEPTIONS: The following wires were missed on the previous report. They were entered in Oracle after December 10th but were backdated to the actual date of the wire (as listed).				
*120082	10-Dec-18	4,790.70	LYNN WITTWER MD PC	***WIRE*** 18NOV - VANCOUVER FIRE DEPT SERVICES - FINANCE/FIRE
*120083	10-Dec-18	14,751.20	LYNN WITTWER MD PC	***WIRE*** 18NOV - AMERICAN MEDICAL RESPONSE SERVICES - FINANCE
*120086	3-Dec-18	198.00	STATE OF WASHINGTON	***WIRE*** 18DEC - WA STATE CPL FEE - 11 APPLICANTS - VPD
*120087	3-Dec-18	61,908.26	BANK OF AMERICA	***WIRE*** 18NOV MERCHANT SERVICES FEES - TREASURY
VOIDED CHECKS:				
**597966-598182	19-Dec-18	-	VARIOUS VENDORS	MISALIGNMENT RESULTED IN VOIDED CHECKS AND RERUN

**City of Vancouver
Payroll Council Report
December 11, 2018 - December 31, 2018**

[illegible]

\$ 2,933,587.02

The background of the slide features a photograph of the Vancouver City Hall building, which has a curved facade with large glass windows and a brick section. A hanging basket filled with vibrant pink and purple flowers is in the foreground on the right side. The text is overlaid on a semi-transparent dark grey rectangular area.

Multifamily Tax Exemption

McLoughlin and 17 - WDC Construction
8 Year Exemption

City Council Public Hearing
January 7, 2019



Peggy Sheehan, Community Development
Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project –701 E McLoughlin – WDC Construction - 8 year exemption
- Next steps and timeline

MFTE Program Overview

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

Tax Implications of MFTE Program

New residential improvements

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

New non-residential improvements

- Subject to property taxes

Land

- Subject to property taxes

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

- Not affected by MFTE program

Tax Implications of MFTE Program

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

Exemption Options

8 years

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

8 years

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

10 years

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

12 years

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

Proposed Project

Developer: VW 5 PDX LLC

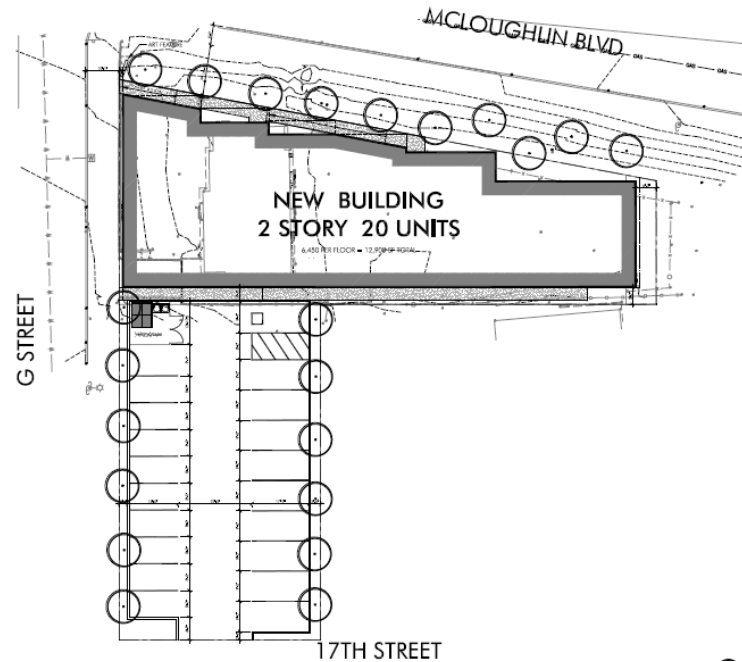
Project location: 701 E MCLOUGHLIN BLVD, VANCOUVER, 98663

Requested exemption: 8 year affordability option



Project Overview

- 20 unit 2 Story building
- 8 Year Exemption
- 4 units for people at 100% AMI
- 12,900 sq. ft.
- 9 Studios
- 4 1 BD, 1 BA units
- 7 2 BD, 1 BA units
- 20 on-site parking spaces
- \$2.9 million development cost



Tax Summary

If exemption granted and project developed:

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

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

Staff – Key Observations

- The tax exemption will require that a minimum of 4 of the twenty units be rented to folks at 100% AMI (2 person - \$65,200) for 8 years.
- The project is being constructed in on an empty lot that is difficult to develop.
- Upon approval, an Agreement with the owner will be recorded that details the MFTE requirements.

Questions and Discussion

Peggy Sheehan- Programs Manager

Peggy.sheehan@cityofvancouver.us

(360) 487-7952

www.cityofvancouver.us/affordablehousing





Staff Report 013-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Multifamily Tax Exemption Agreement-WDC

Key Points

- The City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage increased development densities.
- Through the multi-family tax exemption program authorized by VMC 3.22 applicants may exempt their projects from property taxes for a period of 8 to 12 years depending on the level of affordability or public improvement enhancements.

Strategic Plan Alignment

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

Present Situation

An application for multi-family tax exemption under VMC 3.22 has been submitted for the following project. The general intent of the City's multi-family tax exemption ordinance is to encourage development that provides places to live closer to employment, shopping, entertainment and transit services and encourage affordable housing opportunities.

The WDC project:

- Existing site previously had two single-family residences
- New construction will provide 20 multifamily units (4 affordable) in the VCCV district for 8 years.
- 2 story building / 12,900 sq. ft (9 studios, 4 1BD/1BA, 7 2BD/1BA)
- 20 parking spaces available on-site.
- Total development cost of ~\$2.9 million

The proposed project is located within the VCCV, one of two eligible target areas designated

through the multi-family tax exemption ordinance. The 2007 VCCV subarea plan and Planned Action identified a need of approximately 4,600 new residential units downtown as an essential key to downtown vitality and support of businesses.

Advantage(s)

1. Adds 20 multifamily units in the VCCV subarea district,
2. Four of the units will be income restricted at or below 100% AMI.

Disadvantage(s)

Loss of \$36,000 in property tax revenues during exemption period

Budget Impact

Loss of \$36,000 in property tax revenues during exemption period

Prior Council Review

Workshop held on December 17, 2018.

Action Requested

On Monday, January 7, 2019, following a public hearing, adopt a resolution approving an agreement with WDC Construction LLC and authorizing the City Manager or designee execute a multi-family housing limited property tax exemption agreement

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▢ Resolution
- ▢ MFTE Agreement

01/07/19

RESOLUTION NO. M-

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with WDC CONSTRUCTION LLC for an 8 year property tax exemption for the abutting properties located at 701 E. McLoughlin Boulevard and 702 E. 17th Street (TL 41410000, 41440000) in Vancouver, Washington.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the VCCV subarea in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, WDC CONSTRUCTION LLC (Applicant) is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing

RESOLUTION - 1

within the VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed on property located at 701 E. McLoughlin Boulevard and 702 E. 17th Street in Vancouver (Property); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit A between WDC CONSTRUCTION LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit A.

ADOPTED at a regular session of the Vancouver City Council this 7th day of January, 2019.

Attest:

Anne McEnery-Ogle, Mayor

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between WDC Construction LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Downtown VCCV area, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of new multi-family residential housing (“Development”) for an 8 year exemption requiring that 20% of the units are provided to households earning at or below 100% AMI. The development is to be constructed on property located at 701 E. McLoughlin Boulevard and 702 E. 17th Street, (tax lots 41440000 and 41410000) more specifically described on Exhibit A attached hereto (“Property”), and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The recitals set forth above are incorporated into this Agreement by reference.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant agrees to construct on the Property multi-family residential housing as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City Council approval of this agreement. In no event shall such construction provide fewer than twenty (20) new permanent multi-family residential units.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units as affordable housing units to households whose income does not exceed 100% of area median income as defined at RCW 84.14.010, and agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households, whose income does not exceed 80% Area Median Income; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.

7. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
11. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14

14. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
16. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

WDC CONSTRUCTION LLC

Eric Holmes, City Manager

Name / Title

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

Multifamily Tax Exemption

Columbia Street Rehab

VANCOUVER
CITY HALL



City Council Public Hearing
January 7, 2019

Peggy Sheehan, Community Development
Programs Manager

Presentation Overview

- Multifamily Tax Exemption (MFTE) Program overview
- Proposed project - Columbia Street Rehabilitation – 10 year exemption
- Next steps and timeline

MFTE Program Overview

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

Tax Implications of MFTE Program

New residential improvements

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

New non-residential improvements

- Subject to property taxes

Land

- Subject to property taxes

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

- Not affected by MFTE program

Tax Implications of MFTE Program

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

Exemption Options

8 years

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

8 years

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

10 years

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

12 years

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

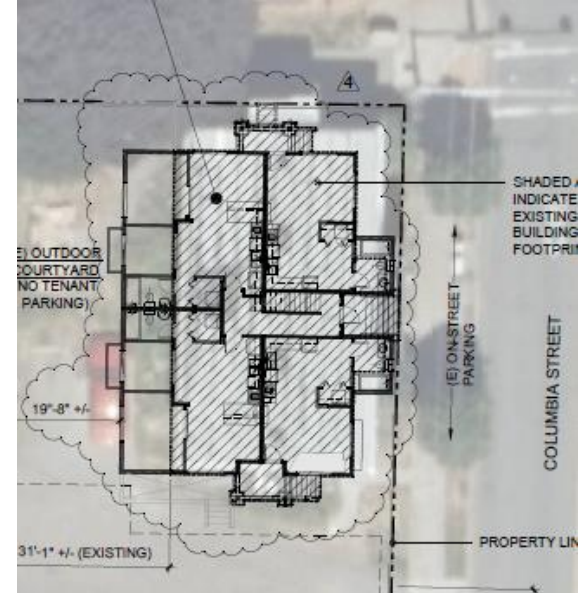
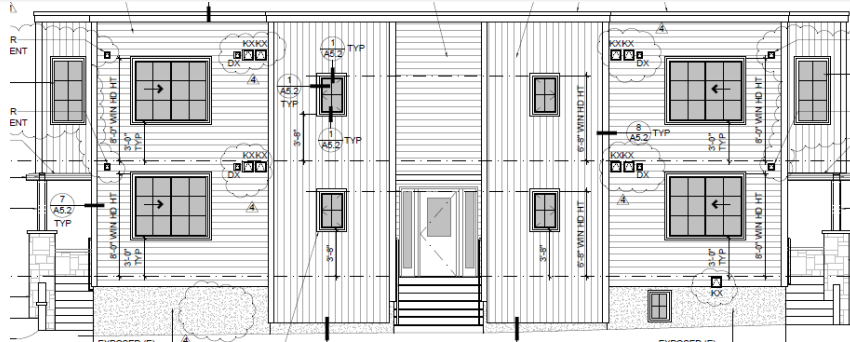
Proposed Project – Columbia Street Rehab

Developer: Columbia Uptown LLC

Project location: 1714 Columbia Street

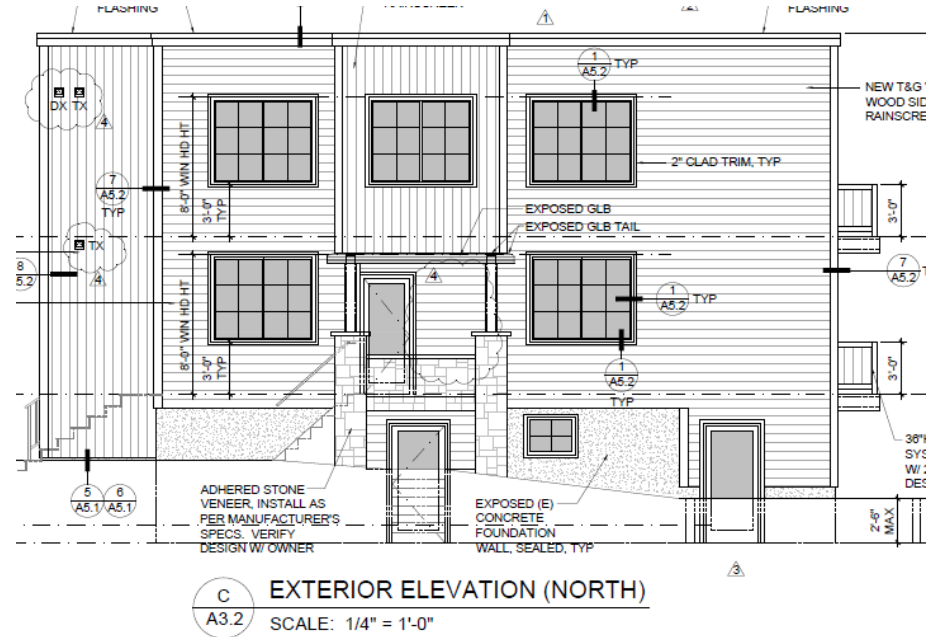
Requested exemption: 10 year exemption

10 units with 2 units at 80% AMI



Project Overview- Columbia Street Rehab

- Vacant since Sept. 2017
- 3 story multifamily building
- 10 residential units (studio, 1-BD)
- 10 on-site parking spaces
- \$1.6 million development cost



Unit Mix and Monthly Rent-Columbia Street Rehab

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

Tax Summary- Columbia Street Rehab

If exemption granted and project developed:

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

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

Staff Key Observations

- The Columbia Street Project will add units along with rehabbing a vacant, deteriorating building
- The tax exemption will require that a minimum of 2 of the ten units be rented to folks at 80% AMI (2 person \$52,100) for 10 years.
- Upon approval, an Agreement with the owner will be recorded that details the MFTE requirements.

Questions and Discussion

Peggy Sheehan- Programs Manager

Peggy.sheehan@cityofvancouver.us

(360) 487-7952

www.cityofvancouver.us/affordablehousing





Staff Report 014-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Multifamily Tax Exemption- Columbia St Rehab

Key Points

- The City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage increased development densities.
- Through the multi-family tax exemption program authorized by VMC 3.22 applicants may exempt their projects from property taxes for a period of 8 to 12 years depending on the level of affordability or public improvement enhancements.

Strategic Plan Alignment

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

Present Situation

An application for multi-family tax exemption under VMC 3.22 has been submitted for the following project. The general intent of the City's multi-family tax exemption ordinance is to encourage development that provides places to live closer to employment, shopping, entertainment and transit services and encourage affordable housing opportunities.

Columbia Street Rehab:

- Existing three-story building previously had 10 multifamily units.
- Rehabilitation brings units up to current building code compliance and extends building life
- Rehabilitation will provide 2 affordable units in the VCCV district for 10 years.
- Total development cost ~\$1.6 million.

The proposed project is located within the VCCV, one of two eligible target areas designated through the multi-family tax exemption ordinance. The 2007 VCCV subarea plan and Planned

Action identified a need of approximately 4,600 new residential units downtown as an essential key to downtown vitality and support of businesses.

Advantage(s)

1. Update an early 1900s building in the VCCV district to current building code standards.
2. Two of the units will be income restricted at or below 80% AMI.

Disadvantage(s)

Loss of \$12,000 in property tax revenues during exemption period

Budget Impact

Loss of \$12,000 in property tax revenues during exemption period

Prior Council Review

Council Workshop December 17, 2019

Action Requested

On Monday, January 7, 2019, following a public hearing, adopt a resolution approving an agreement with Grand Apartments JV, LLC and authorizing the City Manager or designee to execute a multi-family housing limited property tax exemption agreement.

Peggy Sheehan, Community Development Programs Manager, 487-7952

ATTACHMENTS:

- ▣ Resolution
- ▣ MFTE Agreement

01/07/19

RESOLUTION NO. M-

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with GRAND APARTMENTS JV, LLC for an 10 year property tax exemption for the property located at 1714 Columbia Street (TL 52970000) in Vancouver, Washington.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the VCCV subarea in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, Grand Apartments JV, LLC (Applicant) is interested in receiving a limited property tax exemption for rehabilitating multi-family residential housing within the VCCV subarea, which is a designated “Residential Target Area” identified in Chapter 3.22 VMC; and,

RESOLUTION - 1

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of multi-family residential housing to be rehabilitated on property located at 1714 Columbia Street (TL 52970000) in Vancouver, Washington (Property); and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Agreement attached hereto as Exhibit A between Grand Apartments JV, LLC and the City of Vancouver, a Washington Municipal Corporation, is approved.

Section 2. The City Manager of the City of Vancouver or his designee is authorized to execute the attached Exhibit A.

ADOPTED at a regular session of the Vancouver City Council this 7th day of January, 2019.

Attest:

Anne McEnerney-Ogle, Mayor

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

Approved as to form:

E. Bronson Potter, City Attorney

RESOLUTION - 2

MULTI-FAMILY HOUSING LIMITED PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between Grand Apartments JV, LLC (hereinafter referred to as “Applicant”), and the CITY OF VANCOUVER, a Washington Charter City of the First Class (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to stimulate new construction of multi-family housing in certain designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and to encourage development densities supportive of transit use, and

WHEREAS, the City is interested in promoting new housing in the Downtown VCCV area of the City of Vancouver, and

WHEREAS, the City has, pursuant to authority granted to it under the Revised Code of Washington (RCW), designated various Residential Target Areas for the provision of limited property tax exemptions for new multi-family residential housing, and

WHEREAS, the City has, as set forth at Chapter 3.22 of the Vancouver Municipal Code (“VMC”), enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Clark County Assessor and Treasurer that the Applicant is eligible to receive a limited property tax exemption, and

WHEREAS, the Applicant is interested in receiving a limited property tax exemption for constructing units of new multi-family residential housing within the Downtown VCCV area, which is a Designated Residential Target Area identified in Chapter 3.22 VMC, and

WHEREAS, the Applicant has submitted to the City a complete application for the City’s limited tax exemption program (the “Application”) outlining the proposed development of 10 rehabilitated multi-family residential units (“Development”) on the property currently addressed at 1714 Columbia Street, Vancouver, WA. The property, more specifically described on Exhibit A attached hereto (“Property”), consists of property Tax ID 52970000. The exemption proposed is an 10 year tax abatement requiring that 20% of the units are provided to households earning at or below 80% AMI, and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW THEREFORE, the City and Applicant mutually agree as follows:

1. The recitals set forth above are incorporated into this Agreement by reference.
2. The City agrees to issue the Applicant a Conditional Certificate of Acceptance of Tax Exemption.
3. The Applicant agrees to rehabilitate multi-family residential housing on the Property as described in the most recent site plan, floor plans, and elevations on file with the City as of the date of City Council approval of this Agreement. In no event shall such rehabilitation provide fewer than 10 permanent multi-family residential units.
4. The Applicant commits to renting at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households as defined at RCW 84.14.010, and agrees that the property must satisfy that commitment and any additional affordability and income eligibility conditions contained in Chapter 3.22 VMC for the duration of the tax exemption.
5. The Applicant agrees to complete construction of the agreed upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption, or within any extension thereof granted by the City.
6. The Applicant agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Director of Community Development ("Director") the following:
 - (a) A statement of expenditures made with respect to each multi-family housing unit and the total expenditures made with respect to the entire property;
 - (b) A description of the completed work and a statement of qualifications for the exemption;
 - (c) A statement that the project meets the affordable housing requirements as described in RCW 84.14.020 including a statement committing to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low and moderate-income households; and
 - (d) A statement that the work was completed within the required three-year period or any authorized extension.

7. The City agrees, conditioned on the Applicant's successful completion of the improvements in accordance with the terms of this Agreement and on the Applicant's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Clark County Treasurer and Assessor within ten (10) days.
8. The Applicant agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption, and each year thereafter for a period of twelve years, to file a notarized declaration with the Director indicating the following:
 - (a) A statement identifying the total number of occupied and vacant multi-family units receiving a property tax exemption;
 - (b) A certification that the property continues to be in compliance with this Agreement, Chapter 3.22 VMC, and Chapter 84.14 RCW;
 - (c) A description of any improvements or changes to the property constructed after the issuance of the certificate of tax exemption;
 - (d) The total monthly rent for each unit;
 - (e) Documentation of the income of each renter household at the time of initial occupancy; and
 - (f) Documentation showing that twenty percent of the units were rented as affordable housing units to low and moderate-income households as defined at RCW 84.14.010 and VMC 3.22.
9. The applicant agrees to maintain the property including all improvements in compliance with all applicable City codes and requirements.
10. The Applicant agrees to maintain records supporting all information provided to the City and to make those records and the multi-family units available for inspection by the City. Failure to submit the annual declaration identified in Paragraph 8 or to maintain adequate records may result in the tax exemption being canceled.
11. If the Applicant converts to another use any of the new multi-family residential housing units constructed under this Agreement, the Applicant shall notify the Clark County Assessor and Treasurer and the Director within 60 days of such change in use.
12. The Applicant agrees to notify the Director promptly of any transfer of the Applicant's ownership interest in the site or in the improvements made to the site under this Agreement.
13. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement. Cancellation of the Final Certificate of Tax Exemption may subject the Applicant to potential tax liability as further described in RCW 84.14;

14. The Applicant shall have the right to appeal such cancellation pursuant to VMC 3.22.040(N).
15. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.
16. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.
17. Applicant agrees that this Agreement is subject to the Vancouver Multi-Family Housing Tax Exemption set forth at Vancouver Municipal Code, Chapter 3.22.

CITY OF VANCOUVER

GRAND APARTMENTS JV, LLC

Eric Holmes, City Manager

Individual Name

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney



Staff Report 199-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019
1/7/2019

SUBJECT Golf Cart Zones

Key Points

- Clark College has an operational need for the use of golf carts to facilitate security, campus tours and daily operations.
- Under state law, golf carts cannot legally cross Fort Vancouver Way unless a Golf Cart Zone is created by local ordinance.
- The City of Vancouver has the authority to create a Golf Cart Zone, thereby assisting Clark College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

Strategic Plan Alignment

Goal 10, Objective 10.1: Lend the City's support, as appropriate, to assist with the success of community projects.

Present Situation

Clark College has an operational need for golf carts to facilitate security, campus tours and daily operations. By state law, golf carts cannot travel on public roads or highways except within a "golf cart zone" created by local ordinance. Fort Vancouver Way bisects Clark College and is classified as a "highway" pursuant to Washington State Law (RCW 46.04.197). This poses logistical challenges for the College. The City of Vancouver has the authority to create a Golf Cart Zone (RCW 46.08.175).

The proposed ordinance would create a new Chapter 9.41 VMC "Golf Cart Zones" and provide for the creation of a Golf Cart Zone in the area where Fort Vancouver Way bisects the Clark College campus. The Golf Cart Zone Ordinance would contain the following additional provisions:

- Hours of lawful operation would be from 6 a.m. – 6 p.m.
- Operators must be 16 years of age or older and have a valid driver's license from a U.S. State or territory.

- Golf carts must yield to pedestrians and bicycles and be operated with appropriate regard to safety.
- Golf carts must meet equipment standards established by state law.

Advantage(s)

The proposed Ordinance, if adopted, would assist Clark College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

Disadvantage(s)

No disadvantages have been identified.

Budget Impact

No significant budget impacts have been identified.

Prior Council Review

Council Workshop - December 10, 2018

Passed on First Reading - December 17, 2018

Action Requested

On Monday, January 7, 2019, subject to second reading and public hearing, approve the Golf Cart Zone Ordinance.

Jonathan Young, Chief Assistant City Attorney, 487-8511

ATTACHMENTS:

- ▣ Golf Cart Zone Ordinance

12/17/18
01/07/19

ORDINANCE NO. M-_____

AN ORDINANCE of the City of Vancouver relating to Golf Cart operation on specified roadways and establishing a Golf Cart Zone; creating a new Chapter within Title 9 of the Vancouver Municipal Code (VMC) “VMC 9.41 Golf Cart Zones”; creating VMC 9.41.010 “Establishment of Golf Cart Zones”, VMC 9.41.020 “Operation of Golf Carts”, VMC 9.41.030 “Equipment Standards”, VMC 9.41.040 “Penalty”; providing for severability; and providing for an effective date.

WHEREAS, it is illegal to operate a Golf Cart on streets, highways or pedestrian pathways within the State of Washington unless permitted by local ordinance; and

WHEREAS, the Clark College campus is bisected by Fort Vancouver Way and Clark College has a need for the establishment of a Golf Cart Zone to assist in facilitating the safe and convenient passage of its officers, directors, employees, visitors and patrons between college buildings and property on the Clark College Campus; and

WHEREAS, pursuant to the Revised Code of Washington State (RCW) 46.08.175, the City possesses the power to designate a “Golf Cart Zone” wherein Golf Carts may be operated on public highways and roadways; and

WHEREAS, other jurisdictions in the State of Washington have enacted similar ordinances; and

WHEREAS, this ordinance is an exercise of the city of Vancouver’s police and legislative authority derived from Wash. Const. art. XI, § 11 and is consistent with RCW 35.22.280, and is to protect the public’s health, safety and welfare;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The City Council declares that the purpose of this Ordinance is to establish a Golf Cart Zone in the vicinity of Clark College to assist the College in its efforts to facilitate safe and convenient transportation upon and across its campus by use of Golf Carts.

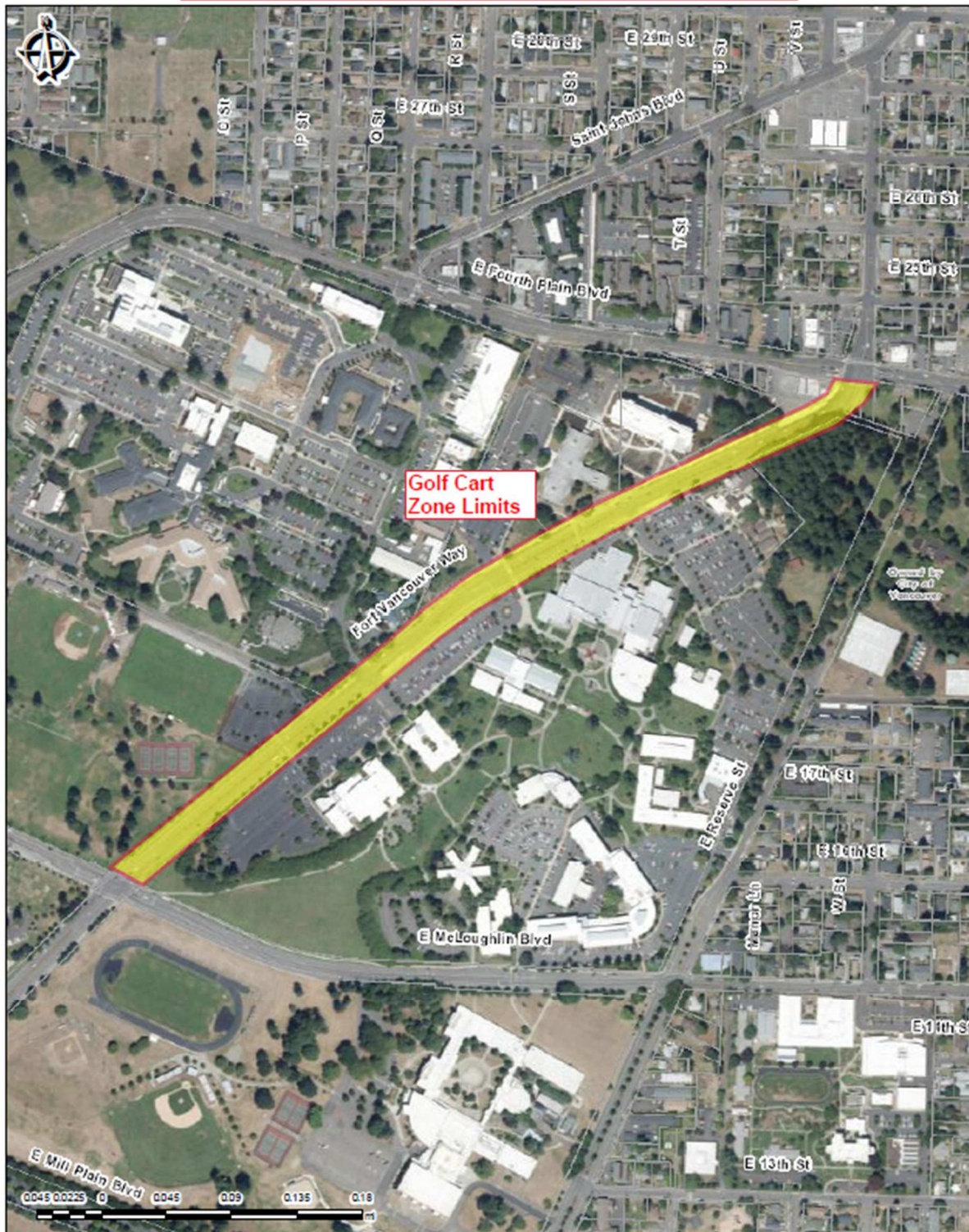
Section 2. A new Chapter, 9.41 VMC “Golf Cart Zones” is hereby created.

Section 3. Sections 9.41.010 through 9.41.040 are hereby created and read as follows.

Section 9.41.010 Establishment of Golf Cart Zones

A. A Golf Cart Zone is hereby created on Fort Vancouver Way north of E. McLoughlin Boulevard and south of E. Fourth Plain Boulevard. The boundaries of the Fort Vancouver Way Golf Cart Zone are shown on Figure 9.41.010 – 1.

Figure 9.41.010-1



B. The City Traffic Engineer shall mark the boundaries of each Golf Cart Zone established pursuant to this Section with signage consistent with boundaries set forth herein.

Section 9.41.020 Operation of Golf Carts

Within a Golf Cart Zone established pursuant to Section 9.41.010 VMC:

A. Golf Carts may be operated by individuals who are at least sixteen years of age who have a valid driver's license from a U.S. state or territory. A person who has a revoked license pursuant to RCW 46.20.285 may not operate a Golf Cart under this Chapter.

B. Golf Cart operators are granted all rights and subject to all duties of RCW 46.61.

C. No Golf Cart shall be operated faster than is reasonable and proper and every Golf Cart shall be operated with reasonable regard for the safety of the operator, passengers, and other persons or property. No operator shall transport more passengers than the manufacturer's designed seating capacity. All passengers must be seated during operations. The use of seatbelts by Golf Cart operators and passengers is mandatory.

D. Between the hours of 6 p.m. to 6 a.m., the operation of Golf Carts is prohibited.

E. Golf Carts may travel on all portions of the public streets and rights-of-way that have a speed limit of twenty-five miles per hour or less located within the golf cart zone. Golf Carts may not travel within city sidewalks, designated bicycle lanes, or pedestrian crosswalks, and operators are required to yield to occupants thereof in accordance with RCWs 46.61.261 and 46.61.235. This provision shall not be construed to limit lateral passage across sidewalks and bicycle lanes by Golf Carts otherwise operated in compliance with this Chapter.

F. Subject to the provisions of this Chapter, Golf Carts may cross all public highways and roadways at locations that have traffic control devices.

Section 9.41.030 Equipment Standards

All Golf Carts operated within a Golf Cart Zone established under Section 9.41.010 VMC must comply with the equipment standards established by applicable state law.

Section 9.41.040 Penalty

Any violation of the provisions of this section shall be a class one civil infraction under RCW 7.80.120 with a fine not exceeding two hundred and fifty dollars.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this Ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. This Ordinance shall be effective thirty days after adoption.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

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

Approved as to form:

E. Bronson Potter, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE establishing a Golf Cart Zone on Fort Vancouver Way north of E. McLoughlin Boulevard and south of E. Fourth Plain Boulevard; creating a new Chapter within Title 9 of the Vancouver Municipal Code (VMC) “VMC 9.41 Golf Cart Zones”; creating VMC Sections 9.41.010 “Establishment of Golf Cart Zones”, 9.41.020 “Operation of Golf Carts”, 9.41.030 “Equipment Standards”, 9.41.040 “Penalty”; providing for severability; and providing for an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).



Staff Report 175-18

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 1/7/2019

SUBJECT Affinity Right-of-Way Vacation

Key Points

- Right-of-way vacation of approximately 25,235 square feet of improved street right-of-way associated with NE 51st Circle, located at the west dead-end of NE 51st Circle;
- There are existing utilities within the proposed vacation area;
- Staff recommends that a conveyance of a nearby parcel be accepted to compensate for the vacated area in lieu of payment.

Strategic Plan Alignment

N/A

Present Situation

Staff has received a request from Affinity at Vancouver LLC and Weston Investment Company LLC (the Applicants) to vacate a portion of the loop at the west dead-end of NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500. The right-of-way is specifically located within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim (DLC).

The right-of-way proposed to be vacated currently serves as part of a turnaround loop at the dead end of NE 51st Circle. The loop provides public street and utility services to five parcels; four of these parcels are owned by the Applicants, the fifth parcel is owned and maintained by the City and constitutes a portion of Kevanna Neighborhood Park.

The Applicants intend to combine the vacated area with their three adjacent parcels to create a single lot for the development of a 170-unit senior housing community. The three project parcels are located at 10400, 10420, and 10500 NE 51st Circle (parcel numbers 159849000, 159848000, 159847000). The proposed area of vacation is less than half the existing right-of-way frontage of the Applicants' properties, the remainder of the half will be kept as right-of-way to

protect existing trees.

In exchange for vacation of the right-of-way, the Applicants will convey a nearby parcel to the City. The Applicants will also remove the existing loop road, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new access and parking for Kevanna Neighborhood Park.

Staff recommends that the petition to vacate be approved. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way. Therefore, vacation of this right-of-way will have no adverse impact on City transportation assets. Further, vacation of this right-of-way will relieve the City from ongoing surface maintenance responsibilities typical for commercial streets; including regular pavement maintenance, repair of concrete structures, street sweeping, and other services.

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

RCW 35.79.030 and VMC 11.05.120 allow the City to collect compensation for the value of public right-of-way that is vacated. VMC 11.05.120(F) authorizes the City to accept conveyance of other property in lieu of the payment required. As previously noted, the Applicants are proposing to convey a nearby parcel in exchange for the vacated right-of-way. This parcel is located at 10601 NE 51st Circle (parcel number 159851000), on the other side of the right-of-way that is proposed to be partially vacated, and adjacent to Kevanna Park. The City's Parks Department believes parcel 159851000 would provide a public benefit as additional green space and for potential park expansion.

In support of this proposal, the Applicants have provided an appraisal from a certified professional land appraiser. Based on the information provided in the appraisal, the market value of the proposed vacation area is \$230,000, while the total market value of parcel 159851000 is estimated to be \$210,000. In addition to conveying parcel 159851000 to the City, the Applicants will pay the difference in property value (\$20,000) to the City prior to the right-of-way vacation becoming effective.

As previously noted, the right-of-way has historically been used to provide public street and utility services to the adjacent commercial parcels and the City park property. The City has maintained this portion of NE 51st Street in a fashion similar to that of other commercial streets, performing regular maintenance to the pavement, street sweeping and other services. Also, the street has been part of a dedicated public right-of-way for 25 years or more, and the vacated area will be utilized by the applicant for their proposed senior housing development. Based on these circumstances and the investment made by the City, staff recommends acceptance of parcel 159851000 and payment of \$20,000 as compensation for the full value of the right-of-way vacation area. The parcel should be conveyed and the \$20,000 paid to the City prior to the right-of-way vacation becoming effective.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Facilitates pending development of existing adjacent properties.
3. Provides the City with additional property for expansion of the Burnt Bridge Creek Greenway.

Disadvantage(s)

The property acquired by the City in exchange for street vacation (parcel number 159851000) will no longer be included on the tax rolls and the City will become responsible for maintaining the property.

Budget Impact

The \$20,000 will be deposited in the Transportation Capital Fund and applied towards the costs of capital projects. There will be an incremental impact on the cost of maintenance of the park due to expanded footprint, but the support will be provided within current staffing and no additional budget request will follow.

Prior Council Review

- November 19, 2018 - Resolution of Intent and first reading of ordinance
- December 17, 2018 - Second reading of ordinance; public hearing continued to January 7, 2019, upon amendment of ordinance

Action Requested

On Monday, January 7, 2019, subject to public hearing, approve ordinance.

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

ATTACHMENTS:

- ▢ Street Vacation Application - Exhibits A-F
- ▢ Resolution M-3986
- ▢ Ordinance
- ▢ Property Appraisal Report



Building Permit Application

STREET VACATION (ROW)

CITY OF VANCOUVER

Submit to: 415 W 6th ST ~ Vancouver, WA 98660
PO Box 1995 ~ Vancouver, WA 98668
Phone (360) 487-7800 Fax (360) 487-7808
www.cityofvancouver.us

STREET VACATION INFORMATION AND LOCATION	
Job site address: 10400, 10420, & 10500 NE 51st Cir	
Suite/bldg./apt #:	
Project name (if applicable): Affinity at Vancouver	
Tax Assessor Serial Number: 159847000, 8000, & 9000	
Nearest intersection if no site address:	
DESCRIPTION OF WORK	
Vacate a small portion of 51st Circle loop road to create a buildable lot and construct a 170 unit senior living community. The loop road will be replaced by a cul-de-sac with landscaping, new Kevanna park parking, and park entrance.	
☒ APPLICANT	☒ CONTACT PERSON
Business name: Affinity at Vancouver, LLC	
Contact name: Robert Ketner	
Address: 120 W. Cataldo Ave, suite 100	
City/State/Zip: Spokane, WA 99201	
Phone: () 509-321-3204	Fax: () 509-922-2251
E-mail (required): robertk@inlandconstruction.com	
☒ PROPERTY OWNER	☐ TENANT
Name: Weston Investment Co. LLC	
Address: 2154 NE Broadway, suite 200	
City/State/Zip: Portland, OR 97232	
Phone: () 503-284-9005	Fax: ()
☐ CONTRACTOR	
Business name: TBD	
Contact name:	
Address:	
City/State/Zip:	
Phone: ()	Fax: ()
WA State Contractor License #:	

MINIMUM SUBMITTAL REQUIREMENTS		
- Any fees associated with the application - Written narrative (including vacation proposal and square footage of area to be vacated) - Survey information including - Meets and bounds - Boundary description - Letter requesting vacation (signed by current owner on record)		
RECOMMENDED SUBMITTAL REQUIREMENTS		
Appraisal (prepared by Washington State licensed appraiser)		
TIMELINES		
- The City of Vancouver has 14 calendar days to deem an application Fully Complete (FC). - The City of Vancouver has 30 calendar days to make a determination regarding the request for right-of-way vacation. - After a determination has been made, public hearings will be held within 60 days.		
FEES		
Per ordinance #M-1993, the applicable filing fees are listed below based upon the size of area proposed to be vacated.		
Size of area	0 to 4,000 square feet	\$150.00
	4,000 to 10,000 square feet	\$250.00
	In excess of 10,000 square feet	\$500.00
All street vacation approval is subject to City Council approval and Public Hearing process		
REQUIRED SIGNATURES		
Applicant signature:		
Print name: Robert Ketner		Date: 4/27/18
Property owner signature:		
Print name: Joseph Weston		Date: 4/27/18



Inland Group

Comprehensive Multifamily Construction & Development Services

June 27, 2018

Affinity at Vancouver ROW Vacation Narrative

We are requesting a right of way vacation and transfer of approximately 0.58 acres of the vacated property, consisting of a portion of the loop road at the end of NE 51st Circle in Vancouver, Washington. The subject property is legally described in Exhibit A and depicted in Exhibit B. The vacated property will be combined with the three adjacent parcels to the north and west, to create a single developable lot for a 170-unit senior housing community to be known as Affinity at Vancouver.

In exchange for the 0.58 acres, we are proposing to transfer to the City the entire 1.92 acre parcel adjacent to the loop road. This parcel (Clark County Parcel No. 159851000, with a street address of 10601 NE 51st Circle), as shown on Exhibit F, is also adjacent to Kevanna Park and has a substantial number of mature trees (so may be used for park expansion and/or tree preservation purposes). Following the right of way vacation, in conjunction with the development and construction of Affinity at Vancouver, we would create a cul-de-sac turnaround at the new end of NE 51st Circle (to replace the loop road), remove and replace any loop road impervious surfaces and improvements, create a new parking area for Kevanna Park, and create a new park entrance as desired by the Parks Department. A concept drawing of our proposed new park entrance and parking is attached as Exhibit D. The park area could be reconfigured to incorporate the remaining city owned property within the loop road and the 1.92 acre parcel transfer.

This vacation of right of way (and elimination of the loop road) has been generally supported in previous conversation with City staff (including the Parks and Transportation Departments). Due to the secluded nature of the loop road, we understand it has become an overnight parking area for large trucks, a rest area for transients, and a location where deviant activity has become common place (none of which correspond well with Kevanna Park). Vacating the right of way will eliminate the unintended and undesired uses of the loop road, as will the presence of the Affinity at Vancouver project. An active resident population who care about the neighborhood will place "eyes on the street" helping to keep Kevanna Park a safe, peaceful, and friendly place.

Thank you for your consideration. Please feel free to contact us should you have any questions.

Sincerely,

Applicant
Robert Ketner
Affinity at Vancouver, LLC
509-321-3204
robertk@inlandconstruction.com

Property Owner
Joseph Weston
Weston Investment Co., LLC
503-284-9005
joe@westoninv.com

Attachments:

Exhibit A – ROW Vacation Legal Description

Exhibit B – ROW Vacation Survey

Exhibit C – Affinity at Vancouver Site Plan

Exhibit D – Kevanna Park Entrance & Parking Concept

Exhibit E – ALTA Survey of Existing Conditions

Exhibit F – Parcel Map of Proposed Land to Exchange/Expand Kevanna Park

EXHIBIT "A"

RIGHT OF WAY RELINQUISHMENT FROM THE CITY OF VANCOUVER LEGAL DESCRIPTION

A portion of that real property conveyed to Clark County, Washington by statutory warranty deed recorded June 5, 1989 under Auditor's File No. 8906050062 for N. E. 51st Street R. I. D. Right-of-Way, situate in the Thomas Nerton D. L. C., Section 16, Township 2 North, Range 2 East, W.M. in the City of Vancouver, County of Clark, State of Washington and being more particularly described as follows:

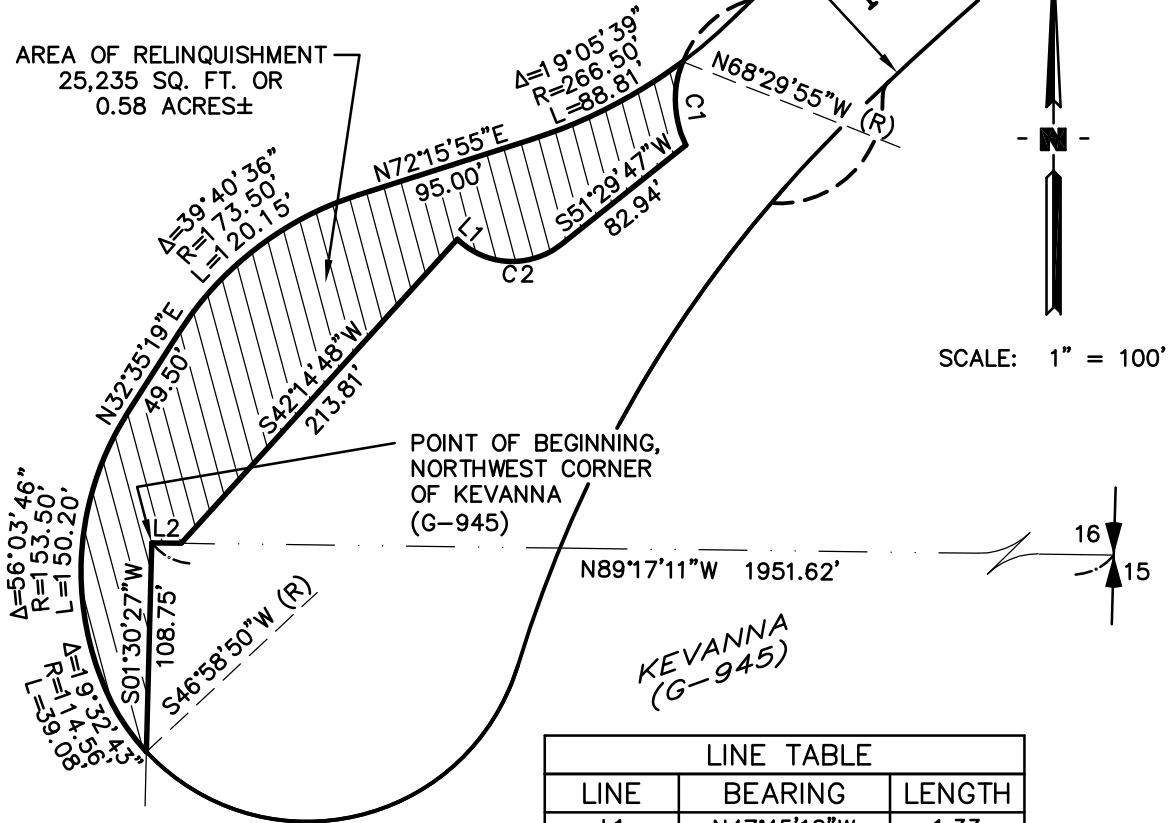
COMMENCING at the East quarter corner of said Section 16; thence North 89°17' 11" West 1951.62 feet along the north line of *KEVANNA* according to the Plat thereof recorded in Book "G", page 945 in the records of Clark County, Washington, to the northwest corner thereof and the POINT OF BEGINNING; thence South 1°30' 27" West 108.75 feet along the west line of said *KEVANNA* to a point on the described right-of-way line according to said statutory warranty deed recorded under Auditor's File No. 8906050062, said point being on a curve having a radius of 114.56 feet, the center of which bears North 46°58' 50" East; thence, along the said described right-of-way, northerly along said curve through a central angle of 19°32' 43", an arc distance of 39.08 feet to a point of compound curve having a radius of 153.50 feet; thence northerly along said curve through a central angle of 56°03' 46", an arc distance of 150.20 feet; thence North 32°35' 19" East 49.50 feet to the beginning of a tangent curve to the right having a radius of 173.50 feet; thence northeasterly along said curve through a central angle of 39°40' 36", an arc distance of 120.15 feet; thence North 72°15' 55" East 95.00 feet to the beginning of a tangent curve to the left having a radius of 266.50 feet; thence northeasterly along said curve through a central angle of 19°05' 39", an arc distance of 88.81 feet to the cusp of a curve to the left having a radius of 54.00 feet, the center of which bears South 68°29' 55" East; thence, leaving said described right-of-way, southerly along said curve through a central angle of 47°33' 51", an arc distance of 44.83 feet; thence South 51°29' 47" West 82.94 feet to the beginning of a tangent curve to the right having a radius of 41.00 feet; thence westerly along said curve through a central angle of 80°45' 01", an arc distance of 57.78 feet; thence North 47°45' 12" West 1.33 feet; thence South 42°14' 48" West 213.81 feet to a point on said north line of *KEVANNA*; thence North 89°17' 11" West 15.34 feet along said north line of *KEVANNA* to the point of beginning. Said described parcel contains 25,235 square feet or 0.58 acres, more or less.



EXHIBIT "B"

RIGHT OF WAY DESCRIBED
IN STATUTORY WARRANTY
DEED NO. 8906050062.

AREA OF RELINQUISHMENT
25,235 SQ. FT. OR
0.58 ACRES±



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°45'12\"W	1.33
L2	N89°17'11\"W	15.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	47°33'51\"	54.00	44.83
C2	80°45'01\"	41.00	57.78



RIGHT OF WAY RELINQUISHMENT
NE 51st CIRCLE
FROM THE CITY OF VANCOUVER
IN THE THOMAS NERTON D.L.C.
IN SECTION 16, T 2 N, R 2 E, WM
CLARK COUNTY, WASHINGTON



DURYE & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 17-2315

Exhibit C



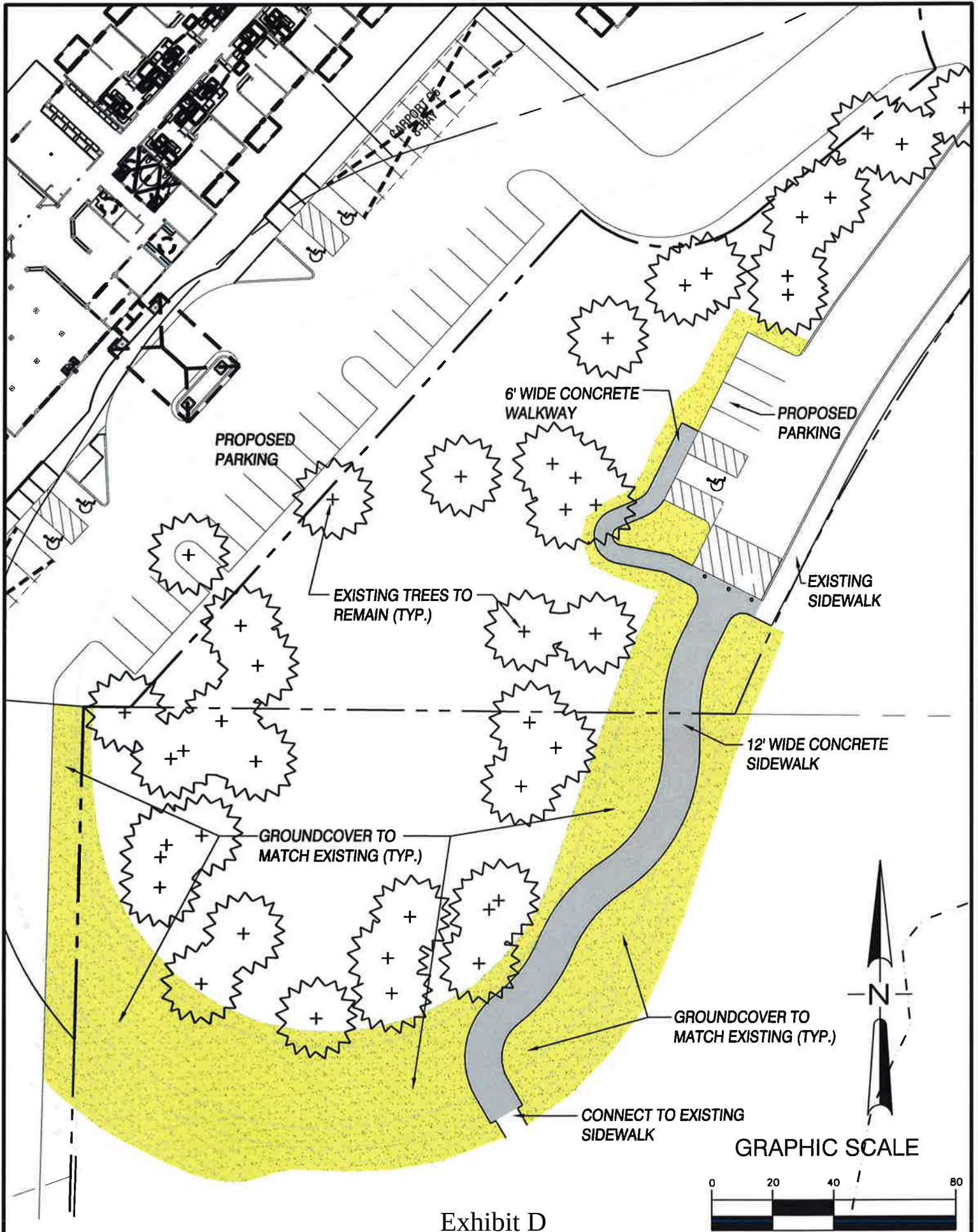


Exhibit D

LEGAL DESCRIPTION:

PARCEL I:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

PARCEL II:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

LEGAL DESCRIPTION:

PARCEL III:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT FOR TITLE INSURANCE NUMBER 622-87816 AMENDMENT 3 - UPDATE DATED MAY 16, 2018.

CHICAGO TITLE COMPANY OF WASHINGTON
COMMITMENT NO. 622-87816 AMENDMENT 2
SCHEDULE B - EXCEPTIONS:

- LANDSCAPE MAINTENANCE AGREEMENT RECORDED JULY 18, 1989 UNDER RECORDING NO. 8907180085; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G557618; AFFECTS PARCEL I OF THE SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G558545; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- DRAINAGE EASEMENT RECORDED OCTOBER 30, 1972 UNDER RECORDING NO. G617364; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID LAND AND THE HIGHWAYS CONSTRUCTED ON LANDS CONDEMNED BY PROCEEDINGS UNDER CLARK COUNTY SUPERIOR COURT CAUSE NO. 53048; AFFECT NOT DETERMINED, NOT PLOTTED, DOCUMENT NOT PROVIDED.
- SEWER EASEMENT RECORDED NOVEMBER 13, 1973 UNDER RECORDING NO. G649934; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 19, 1973 UNDER RECORDING NO. G650247; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650819; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR RIGHT-OF-WAY RECORDED MAY 17, 1974 UNDER RECORDING NO. G662810; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, LOCATION OF GUY ANCHOR IS NOT DESCRIBED.
- EASEMENT RECORDED APRIL 7, 1976 UNDER RECORDING NO. G719262; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED JUNE 3, 1982 UNDER RECORDING NO. 8206030086; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300123; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- WATER EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300124; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210125; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR ROADWAY SLOPES RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210126; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- UTILITY EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100183; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.
- GREENBELT EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100184; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED AUGUST 23, 1988 UNDER RECORDING NO. 8808230099; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED DECEMBER 13, 1988 UNDER RECORDING NO. 8812130059; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED OCTOBER 18, 1996 UNDER RECORDING NO. 9610180031; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SANITARY SEWER EASEMENT RECORDED AUGUST 29, 2003 UNDER RECORDING NO. 3706578; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- CLARK COUNTY RESOLUTION NO. 1988-05-31 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030251; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- CLARK COUNTY RESOLUTION NO. 1991-09-15 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030250; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130109, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130110, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- UTILITY SERVICE COVENANT RECORDED NOVEMBER 3, 1982 UNDER RECORDING NO. 8211030009; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 5, 1989 UNDER RECORDING NO. 8907050156; RE-RECORDED JULY 7, 1989 UNDER RECORDING NO. 8907070103; FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 28, 1999 UNDER RECORDING NO. 3134263; ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JULY 20, 2015 UNDER RECORDING NO. 5194596 AND 5194598; AFFECTS SUBJECT PROPERTY, COMMON AREA PLOTTED, ALL OTHER MATTERS ARE GENERAL IN NATURE.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 31; AFFECTS SUBJECT PROPERTY; EASEMENTS PLOTTED.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 8; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650818; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.

NOTES AND COMMENTS:

- POSTED PROPERTY ADDRESS: NO POSTED PROPERTY ADDRESS, THE PROPERTY HAS NOT BEEN DEVELOPED.
PARCEL I SITE ADDRESS LISTED AS: 10500 NE 51ST CIR, VANCOUVER, WA
PARCEL II SITE ADDRESS LISTED AS: 10420 NE 51ST CIR, VANCOUVER, WA
PARCEL III SITE ADDRESS LISTED AS: 10400 NE 51ST CIR, VANCOUVER, WA
- BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE X AND A PORTION IS IN ZONE AE, OF THE FLOOD INSURANCE RATE MAPS NO. 5301100387D AND 5301100388D WHICH BOTH BEAR AN EFFECTIVE DATE OF SEPTEMBER 5, 2012 A PORTION OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- GROSS LAND AREA 356,389 SQUARE FEET OR 8.18 ACRES, MORE OR LESS.
PARCEL I: 73,961 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.
PARCEL II: 82,721 SQUARE FEET OR 1.90 ACRES, MORE OR LESS.
PARCEL III: 199,707 SQUARE FEET OR 4.58 ACRES, MORE OR LESS.
- PER THE CITY OF VANCOUVER PLANNING DEPARTMENT, THIS SITE IS CURRENTLY ZONED CG (GENERAL COMMERCIAL); CG ZONING REQUIREMENTS FOR THIS SITE:
SETBACKS:
FRONT, SIDE AND REAR SETBACKS PURSUANT TO THE SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, PLUS AN ADDITIONAL FOOT FOR EACH FOOT THE BUILDING EXCEEDS 20 FEET IN HEIGHT TO A MAXIMUM SETBACK REQUIREMENT OF 40 FEET.
HEIGHT: NONE
LOT COVERAGE: MAXIMUM DETERMINED BY COMPLIANCE WITH SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, STORMWATER STANDARDS, EROSION CONTROL, REGULATIONS, AND ALL OTHER APPLICABLE DEVELOPMENT STANDARDS.
PARKING: SENIOR MULTI-FAMILY HOUSING; 1 SPACE PER DWELLING UNIT
- AT THE TIME OF FIELD SURVEY, THERE WERE NO BUILDINGS ON THE SUBJECT PROPERTY.
- TOTAL PARKING SPACES 0, THE SUBJECT PROPERTY IS UNDEVELOPED.
- THE UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM PLANS AND MAPS PROVIDED BY THE CITY OF VANCOUVER AND VERIFIED BY THE VISIBLE SURFACE FEATURES OF THESE UTILITIES AND MARKINGS PROVIDED BY A 811 UTILITY LOCATE SERVICE PURSUANT TO SECTION 5.ELV. AN EXACT LOCATION OF THESE UTILITIES WAS NOT PERFORMED FOR THIS SURVEY. BEFORE DIGGING, CALL THE APPROPRIATE LOCAL UTILITY LOCATE SERVICE FOR FIELD LOCATIONS OF UNDERGROUND UTILITY LINES.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH HUD SURVEY INSTRUCTIONS AND REPORT, HUD FORM 9107(M) DATED JUNE 2014.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- PURSUANT TO THE CITY OF VANCOUVER PUBLIC WORKS DEPARTMENT WEBSITE www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1744/2017-2022_tlp_final.pdf, THERE ARE NO CURRENT PROPOSALS FOR ANY CHANGES IN STREET RIGHT OF WAY LINES ADJACENT TO THE SUBJECT PROPERTY SHOWN ON THIS SURVEY.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST.
- THE LOCATION OF THE TREES SHOWN HEREON WERE SURVEYED ACCORDING TO THE TREE LIST PREPARED BY GALEN WRIGHT OF WASHINGTON FORESTRY CONSULTANTS, INC. THE TREE NUMBER IS DEPICTED ON THE SURVEY, PLEASE REFER TO THE TREE LIST FOR THE CORRESPONDING SPECIES, DIAMETER AND OTHER INFORMATION.
- PURSUANT TO TABLE A, ITEM 19, THERE ARE NO APPURTENANT EASEMENTS LISTED IN THE REFERENCED TITLE REPORT.
- ACCESS TO PROPERTY VIA PUBLIC RIGHTS OF WAY:
NORTHEAST 51st CIRCLE (NO PHYSICAL ACCESS)
- EASEMENT RIGHTS: PLOTTABLE EASEMENTS ARE SHOWN FROM THE OWNER SUPPLIED TITLE REPORT. NON-PLOTTABLE EASEMENTS ARE NOTED ON THE SURVEY AS BEING "NOT PLOTTED". BECAUSE OUR SERVICE IS LIMITED TO REPORTING ON EASEMENT LOCATIONS, WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO VISIBLE EVIDENCE OF SITE USE AS A CEMETERY OR BURIAL GROUND.
- THE RECORD DESCRIPTION MATHEMATICALLY CLOSES.
- BASIS OF BEARINGS: THE BEARING OF NORTH 01°35'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, W.M. AS SHOWN UPON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 12, 2003 IN BOOK 51 OF SURVEYS AT PAGE 086, CLARK COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.
- THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR PUBLIC STREET RIGHTS OF WAY SHOWN ON THIS SURVEY.
- THERE ARE NO INTERIOR GAPS, GORES OR OVERLAPS BETWEEN THE PARCELS WITHIN THE SUBJECT PROPERTY.
- TAX MAP PARCEL NOS.: 159847000, 159848000 & 159849000
- THIS IS AN AS-BUILT SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.
- THIS SURVEY WAS PREPARED FOR THE PURPOSES OF OBTAINING AN EXTENDED COVERAGE TITLE INSURANCE POLICY.
- THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" WITHIN THIS SURVEY ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS AND FINDINGS SHOWN ON THIS SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER IMPLIED OR EXPRESSED.
- DURYEA & ASSOCIATES ONLY ACKNOWLEDGES SIGNED AND STAMPED MAPS AND DRAWINGS. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED MAPS AND DRAWINGS.

VERTICAL DATUM:

THE VERTICAL RELIEF SHOWN HEREON, WITH A 1 FOOT CONTOUR INTERVAL, WAS PRODUCED FROM A GROUND SURVEY ON NAVD 88 DATUM.
BENCHMARK: AN ALUMINUM CAP AT THE SURFACE OF NE 51ST CIRCLE DESIGNATED IS0658 AND HAVING A PUBLISHED NAVD 88 ELEVATION OF 198.855 FEET, ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DATA SHEET, WAS USED AS THE CONTROLLING BENCHMARK.
DATUM = NAVD 88. CONVERSION TO NGVD 29 = NAVD 88 - 3.47 FEET
ON-SITE TEMPORARY BENCH MARK: THE SOUTHWEST ANCHOR BOLT ON LIGHT POLE NO. V22161303 LOCATED ON THE SOUTHERLY SIDE OF NE 51ST CIRCLE ACROSS FROM PARCEL I, HAVING AN NAVD 88 ELEVATION OF 202.04 FEET.

HORIZONTAL DATUM:

WASHINGTON SOUTH ZONE, U.S. SURVEY FEET.
CONTROLLING POINTS: THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, HAVING STATE PLANE COORDINATES OF NORTH 127,604,235 FEET AND EAST 1,114,282,095 FEET AND THE EAST QUARTER CORNER OF SAID SECTION 16, HAVING STATE PLANE COORDINATES OF NORTH 124,980,231 FEET AND EAST 1,114,208,455 FEET ARE TO BE USED AS THE BASIS OF HORIZONTAL CONTROL.

THE GRID BEARING BETWEEN CONTROLLING MONUMENTS BEING N01°35'43"E.

POSSIBLE ENCROACHMENTS:

THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS ON THE ADJOINING PROPERTY ONTO SUBJECT PROPERTY, AND NO ENCROACHMENTS BY IMPROVEMENTS LOCATED ON SUBJECT PROPERTY OVER ANY ADJOINING PROPERTY OR OVER ANY PLOTTED OR PLOTTABLE EASEMENTS.

SURVEYOR'S CERTIFICATION:

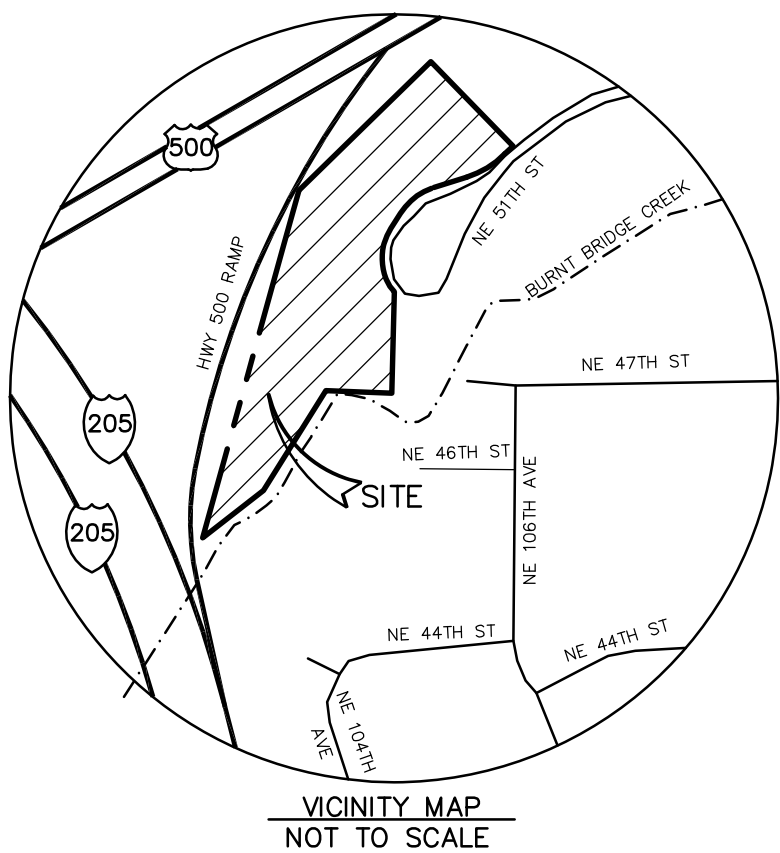
To: Affinity at Vancouver, LLC and Chicago Title Company of Washington.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19, 20 and 21 (topographic survey for design purposes) of Table A thereof. The field work was completed on August 31, 2017.

Date of Plat or Map: 09/11/2017

PRELIMINARY

Mitchell Duryea
LS 33658
Exp. 9/17/2019
mitch@duryea-associates.com



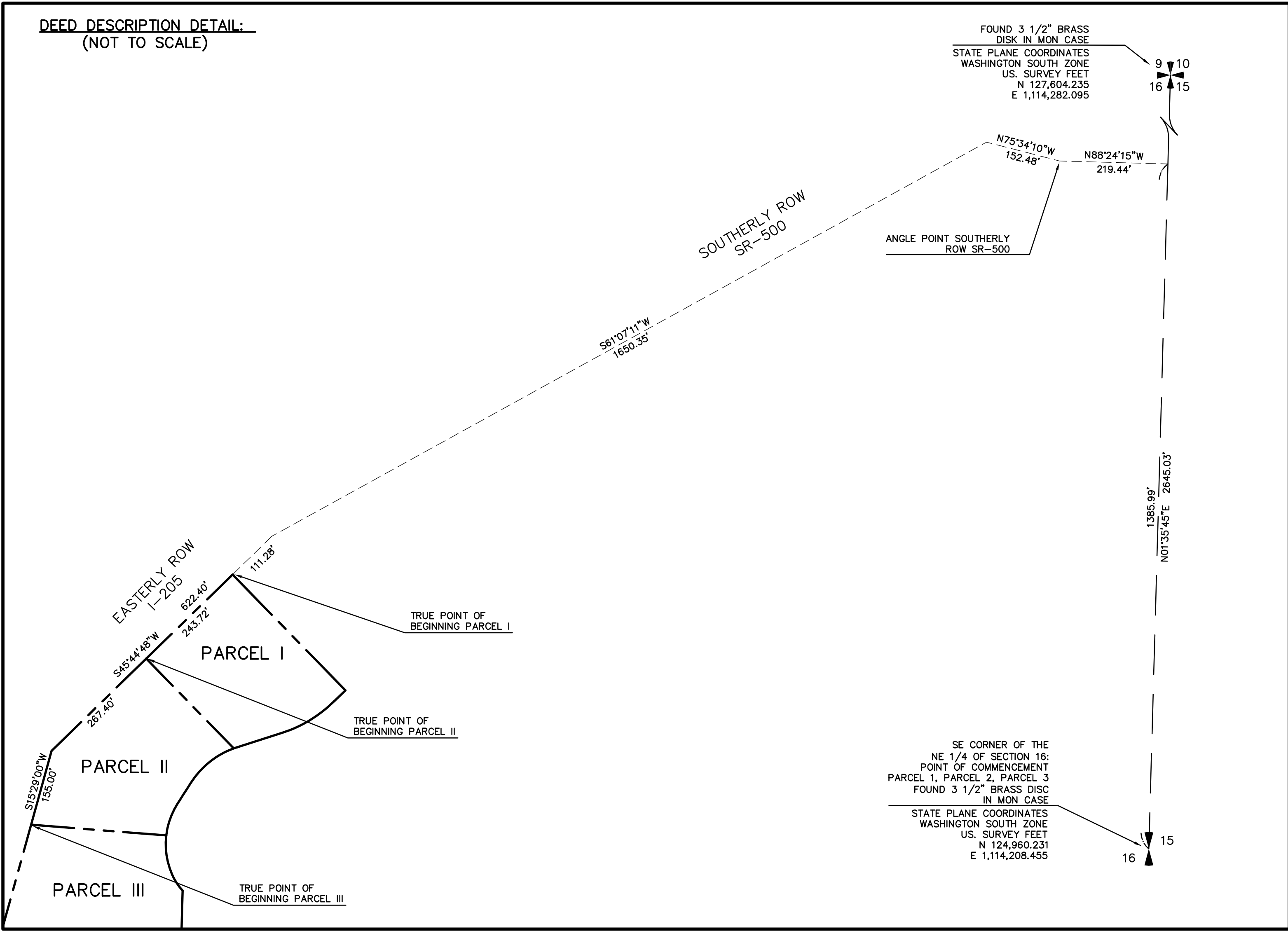
ALTA/NSPS LAND TITLE SURVEY

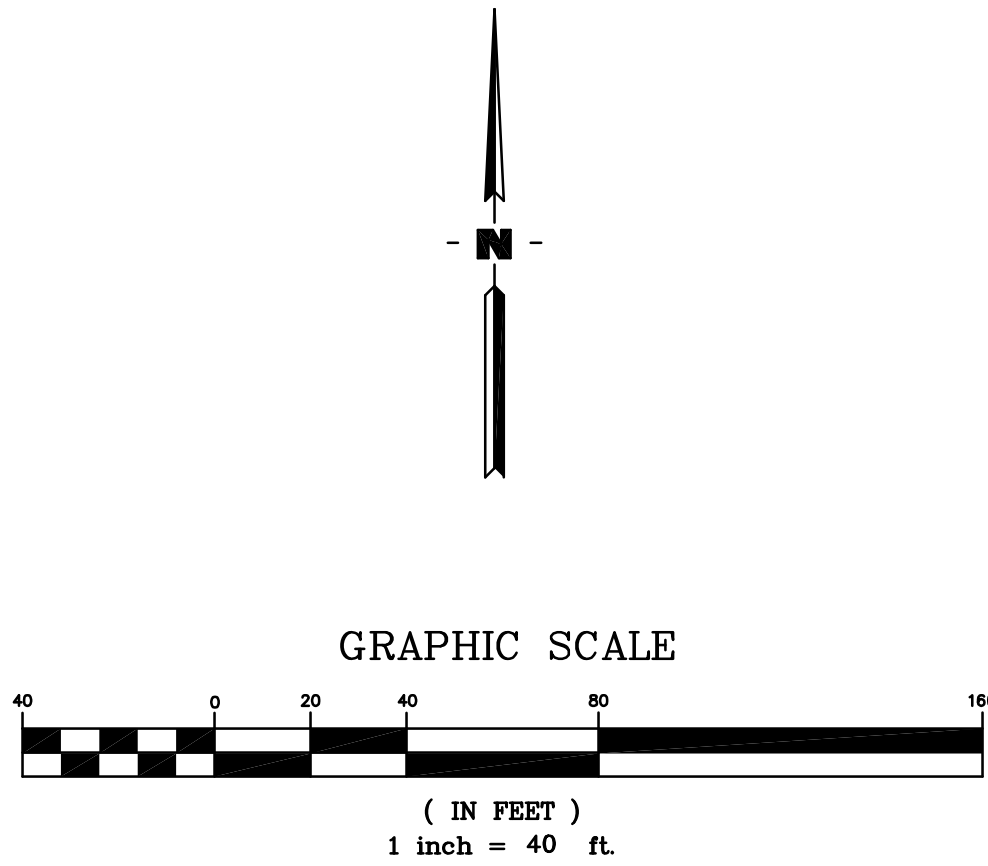
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON

DURYEA & ASSOCIATES
Surveying and Mapping

2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	1 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315





TRUE POINT OF BEGINNING PARCEL II
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL I
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL III
(SEE DEED DESCRIPTION DETAIL)

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 127,604.235
EAST 1,114,282.095

9 10
16 15

NE 112th AVENUE

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 124,960.231
EAST 1,114,208.455



PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY

AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



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DATE: SEPTEMBER, 2017

SCALE: 1" = 40'

PROJECT SURVEYOR: JAL

DRAWN BY: LSH

LAST DATE OF REVISION: 6/20/2018

SHEET:

2 OF 3

JOB NO.: 17-2315

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF ASPHALT
- APPROXIMATE CENTERLINE OF BURNT BRIDGE CREEK
- FLOOD ZONE BOUNDARY
- CHAINLINK FENCE AS NOTED
- WOOD FENCE AS NOTED
- 6" VINYL FENCE
- GUARD RAIL
- CONCRETE SURFACE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC/TELEPHONE LINE

- FIRE HYDRANT
- WATER VALVE
- WATER BLOW OFF VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELECOMMUNICATION RISER
- LIGHT STANDARD
- SIGN
- TEST PIT
- MONITORING WELL
- TREE LOCATION AND NUMBER PER TREE LIST
- RECORD BEARING AND/OR DISTANCE
- LANDSCAPED AREA
- TRASH ENCLOSURE
- FOUND AS NOTED
- FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
- BENCHMARK

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°35'19"W	49.50'
L2	N72°15'55"E	95.00'
L3	N44°43'18"W	39.00'
L4	S32°35'19"W	49.50'
L5	N72°15'55"E	95.00'

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	114.56'	19°32'43"
C2	153.50'	30°09'43"
C3	153.50'	25°54'03"
C4	173.50'	37°20'28"
C5	173.50'	2°20'08"
C6	266.50'	26°59'12"
C7	1540.00'	1°09'33"
C8	692.00'	28°21'10"
C9	94.06'	139°35'59"
C10	133.00'	56°03'46"
C11	153.00'	39°40'36"
C12	287.00'	26°59'12"
C13	1500.00'	4°22'25"

HELD FOR NORTH LINE
OF KEVANNA:
5/8" RE-BAR W/CAP
MARKED "WHITTEN 12412"

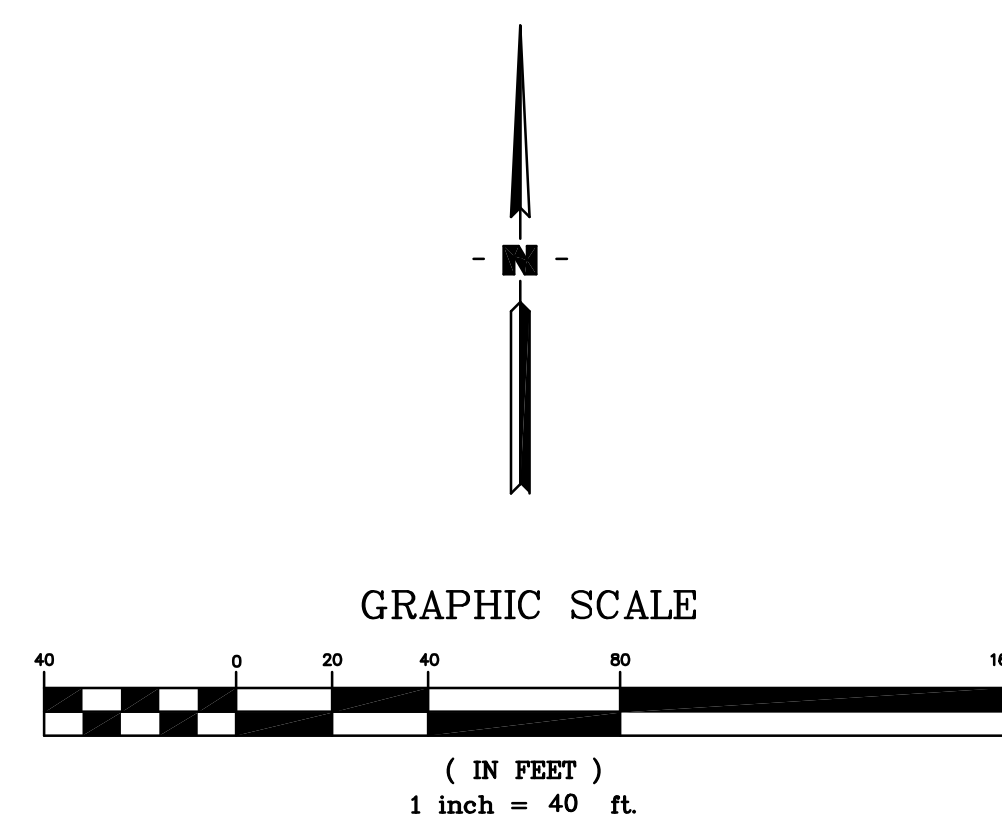
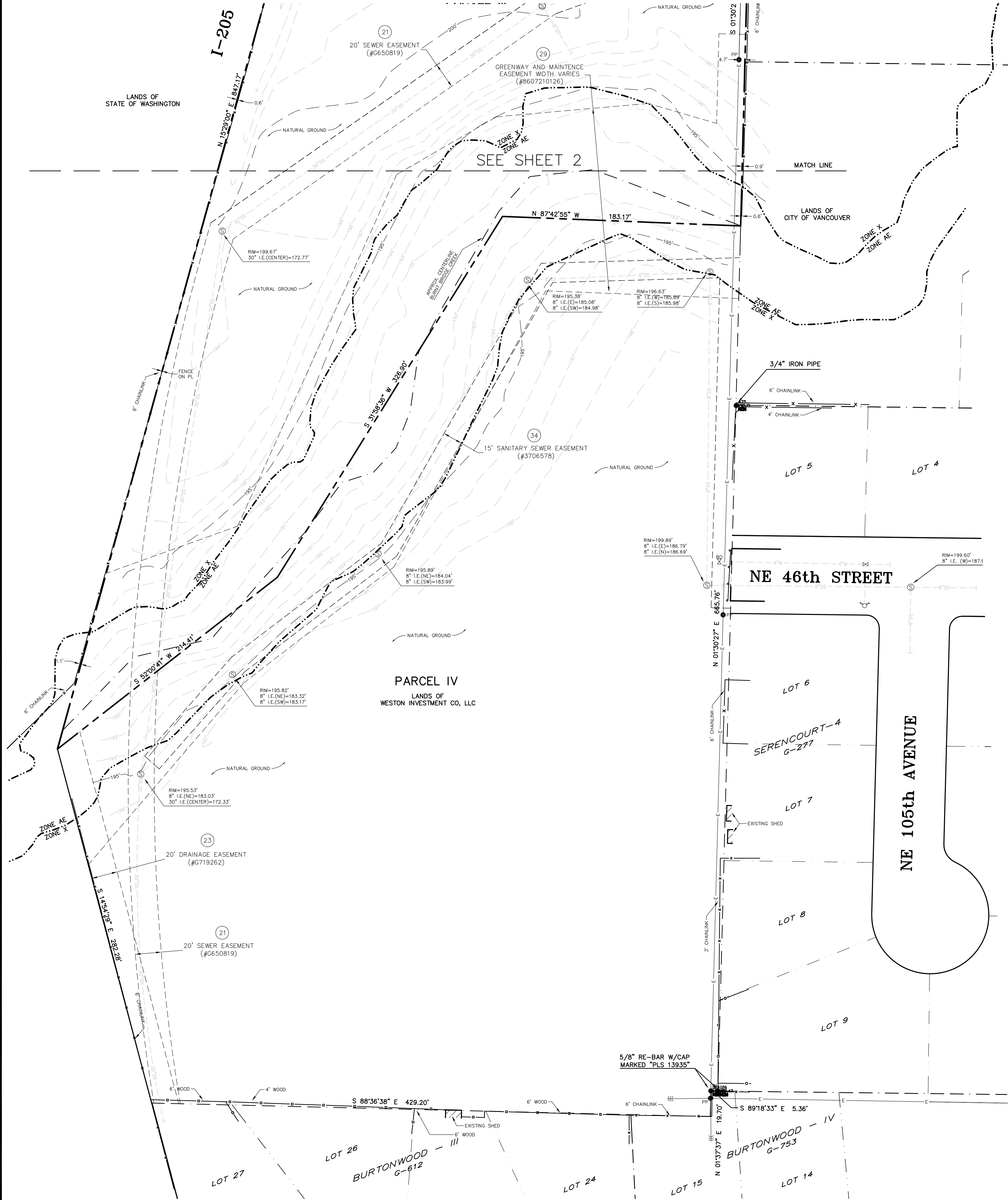
5/8" RE-BAR W/CAP
MARKED "WHITTEN 12412"

KEVANNA
G-945
PARK AND DRAINAGE AREA
DEDICATED TO CLARK COUNTY

LEGEND:

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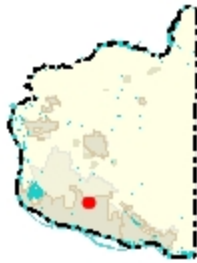
ALTA/NSPS LAND TITLE SURVEY
AFFINITY AT VANCOUVER
NE 51st CIRCLE
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DURYEA & ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
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DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	3 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



Exhibit F



- Legend
- Taxlots
 - ImageOrtho
 - Red: Red
 - Green: Green
 - Blue: Blue
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:

1: 3,159



0.1 0 0.05 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

11/19/17

RESOLUTION NO. M-3986

A RESOLUTION fixing December 17, 2018, as the date for a public hearing on a proposal to vacate a portion of public rights-of-way associated with NE 51st Circle, located west of NE 112th Avenue, east of I-205, and south of SR-500, and within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-175-18, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby fixes a time to hear and determine a petition brought by abutting property owners to vacate a portion of the right-of-way at NE 51st Circle.

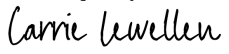
Section 2. The legal description and Map Exhibit of the street area proposed to be vacated are attached hereto and incorporated herein as Exhibits “A” and “B”.

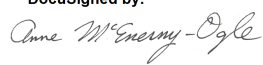
Section 3. December 17, 2018 at the hour of 7:00 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, is fixed as the time and place for public hearing on said proposed street vacation.

Section 4. The City Clerk shall give notice of the pendency of said proposal and time and place of hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this 19th day of
November, 2018.

Attest:

DocuSigned by:

661359AB277E439...
Natalsha Ramras , City Clerk
By: Carrie Lewellen, Deputy City Clerk

DocuSigned by:

58CB15C0632F403...
Anne McEnerney-Ogle, Mayor

Approved as to form:

DocuSigned by:

AAC4768B8D2D446...
E. Bronson Potter, City Attorney

11/19/18
12/17/18
01/07/19

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of the public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code (“VMC”) 11.05.040, owners of real property abutting portions of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington petitioned to vacate such public right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 25,235 square feet; and

WHEREAS, the City has constructed and maintained street improvements within the subject right-of-way; and

WHEREAS, the subject right-of-way has been part of a dedicated public right of way for 25 years or more; and

ORDINANCE - 1

WHEREAS, City Council adopted Resolution M-3986, which set the date of public hearing on the proposed right-of-way vacation for December 17, 2018 at 7:00 p.m.; and

WHEREAS, the City Clerk provided notice of the public hearing in accordance with VMC 11.05.060; and

WHEREAS, on December 17, 2018, the hearing was held and continued until January 7, 2019 and City Council considered the reports and information provided at the public hearing; and

WHEREAS, City Council considered all factors under VMC 11.05.110 and found that: (1) vacation of the right-of-way will better serve the public; (2) the right-of-way is not currently needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) there are no objections to the vacation sufficient to deny its approval; and

WHEREAS, because the subject right-of-way has been part of a dedicated public right of way for over 25 years, under VMC 11.05.120 the owners of abutting properties must compensate the City in an amount equal to \$230,000, which is the full fair market value of the property to be vacated as shown in an appraisal; and

WHEREAS, Petitioners own a parcel located at 10601 NE 51st Circle, which is assigned Clark County Assessor parcel number 159851000, and has an appraised value of \$210,000; and

WHEREAS, Petitioners wish to convey parcel 159851000 and also pay \$20,000 to the City as compensation for the full value of the vacated right-of-way, as authorized under VMC 11.05.120(F); and

ORDINANCE - 2

WHEREAS, the public would benefit from City ownership of parcel 159851000 because of potential future expansion plans for Kevanna Park; and

WHEREAS, City Council has determined that public utility easements should be preserved because there are public domestic water lines, sanitary sewer lines, and associated appurtenances within the area of right-of-way to be vacated.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. The right-of-way described in the legal description and map exhibit attached hereto and incorporated herein as Exhibits “A” and “B” is hereby vacated on the following conditions.

Section 2. The City retains a perpetual Public Utility Easement under and over the entire vacated area for access to, and the construction, repair and maintenance of, all public utilities, and includes the right, privilege and authority to access, maintain, and remove obstacles. The terms and provisions of this easement shall run with the land and be binding upon and inure to the present property owners and their legal representatives, successors, assigns, and/or transferees.

Section 3. Full compensation for vacation, in the form of conveyance of parcel 159851000 to the City as well as payment of \$20,000, is required. Conveyance of such parcel by deed shall be made and recorded and payment of \$20,000 shall be made prior to recording of this ordinance.

Section 4. The Applicants shall remove the existing loop road at NE 51st Circle, construct a standard cul-de-sac turnaround to replace the loop road, and construct a new

ORDINANCE - 3

access and parking for Kevanna Park, which public improvements must be dedicated to and accepted by the City prior to recording of this ordinance and the effective date of the right of way vacation. In lieu of the completion and dedication of the required improvements prior to recording of this ordinance, the City's Director of Public Works ("Director") may accept a bond, in an amount and with satisfactory surety and conditions, or other secure method as the Director may require, providing for and securing to the City, the actual construction and installation of such improvements within a period specified by the Director and specified in the bond or other agreement, and to be enforced by the Director by appropriate legal and equitable remedies. If the Director accepts a surety bond in lieu of the completion of the required improvements, the amount of the bond must equal 110% of the estimated construction cost.

Section 5. Effective date. This ordinance shall go into effect five days after its recording.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 4

SIGNED this _____ day of _____, 2019.

Anne McEnerny-Ogle, Mayor

Attest:

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

Approved as to form:

E. Bronson Potter, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating a portion of public right-of-way associated with NE 51st Circle located west of NE 112th Avenue, east of I-205, and south of SR-500, which is within the Northeast Quarter and the Southeast Quarter of Section 16, Township 2 North, Range 2 East, Willamette Meridian and within the Thomas Nerton Donation Land Claim, City of Vancouver, Clark County, Washington; and providing for an effective date.

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

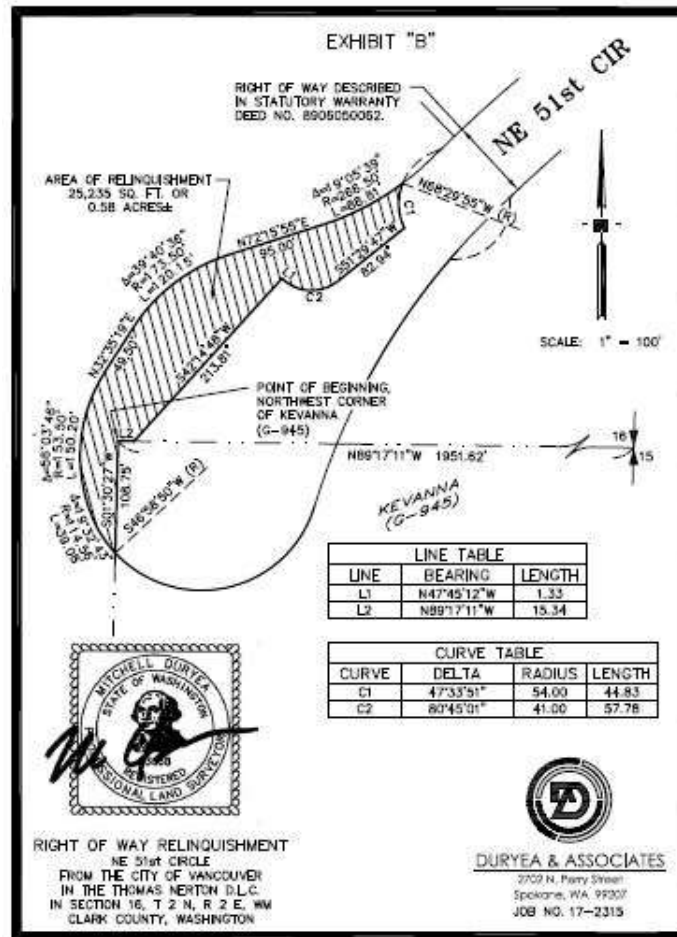
Land Appraisal

Right of Way Relinquishment | Vancouver, WA

Latitude: 45.657535°

Longitude: 122.565993°

as of September 7, 2018



Prepared for
Inland Construction
Mr. Keith James

Prepared by
Gary Klockenteger, MAI

KM Job A18-0936

Kidder Mathews
Valuation Advisory Services
601 Union Street, Suite 4720
Seattle, WA 98101
206.205.0200 | Fax 206.205.0220
garyk@kiddermathews.com
kiddermathews.com

September 10, 2018

Mr. Keith James
Inland Construction
120 W. Cataldo Avenue, Suite 100
Spokane, WA 99201

RE: Right of Way Relinquishment
10500 NE 51st Circle
Vancouver, WA 98682

Dear Mr. James:

At your request, an appraisal report has been made of the above referenced property, which is fully described in the attached report. The subject is briefly described as a 25,235 sq ft property consisting a portion of the right-of-way of NE 51st Circle. The subject is zoned General Commercial (CG) and is currently owned by the city of Vancouver. Tax parcel 159851-000 or Donation (Lot 100) is offered in exchange. This parcel contains 83,635 sq ft, is adjacent to Kevanna Park and near the subject, and is also zoned CG. The value of this parcel is provided to determine if it is adequate exchange compensation. This is an appraisal of the land only. The property was inspected on September 7, 2018 and the appraisal has been made in accordance with the certification on the following page.

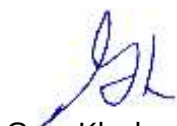
As a result of our investigation and analysis, we have concluded the following fee simple market value, as of September 7, 2018, subject to the limiting conditions and assumptions contained herein:

<i>Market Value of Relinquishment</i>	\$230,000
<i>Market Value of Donation (Lot 100)</i>	\$210,000

It was a pleasure preparing this report for you. If you have any questions about the results, please feel free to call us at (206) 205-0200.

The opportunity to assist you has been appreciated.

Respectfully submitted,

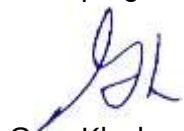
A handwritten signature in blue ink, appearing to read 'GK'.

Gary Klockenteger, MAI
State-Certified General Real Estate
Appraiser #1100479
GK/sh

Certification

I certify that, to the best of my knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 4) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8) I have made a personal inspection of the property that is the subject of this report.
- 9) I have provided professional appraisal or consulting services concerning the subject property within the past three years, KM Job Number A18-0507.
- 10) No one provided significant real property appraisal assistance to the person signing this certification.
- 11) The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, Gary Klockenteger, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.



Gary Klockenteger, MAI
State-Certified General Real Estate
Appraiser #1100479

Limiting Conditions

Limiting conditions specific to this appraisal are:

- 1) The appraiser has made no survey of the property and assumes no responsibility in connection with such matters. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.
- 2) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures (including asbestos, soil contamination, or unknown environmental factors) that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the studies that may be required to discover them.
- 3) No responsibility is assumed for the legal description or for matters including legal or title considerations.
- 4) The information identified in this report as being furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 5) The appraiser is not required to give testimony or attendance in court by reason of this appraisal unless arrangements have previously been made.
- 6) The allocation of total value to land, buildings, or any fractional part or interest as shown in this report, is invalidated if used separately in conjunction with any other appraisal.
- 7) Valuation Advisory Services is a subsidiary of Kidder Mathews, a full service commercial real estate brokerage firm. On occasion, employees or agents of the firm have interests in the property being appraised. When present, interests have been disclosed, and the report has been made absent of any influence from these parties.

RESTRICTION UPON DISCLOSURE & USE:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the Appraiser or the firm with which (s)he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the appraiser. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus, or registration without the prior written consent of the appraiser.

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ADDENDUM

 R/W VACATION MATERIALS

 REASONABLE USE EXEMPTION

 Appraiser’s Experience

Executive Summary

Executive Summary

Purpose This appraisal report was prepared to determine the market value of the subject, the Relinquishment. In addition, a value is provided for an exchange parcel, the Donation.

Identity of Property 10500 NE 51st Circle
Vancouver, WA 98682

TAX PARCEL NUMBER The subject consists of a portion of the right-of-way of NE 51st Circle. The parcel includes a portion of the paved street and a portion the undeveloped center of this circular drive. Plans are to end this circular drive at the subject and restore the unused paved portion of this circular drive to natural vegetation. A new turnaround would be provided along with new parking for Kevanna Park, and a trail leading to the existing entrance of the park. The proposed Donation is adjacent to the park.

Site Address	Parcel No.	Size (SF)	Size (Acres)	Zoning	
Relinquishment (Subject)		25,235	0.58	CG	City of Vancouver
Donation (Lot 100)	159851-000	83,635	1.92	CG	City of Vancouver

CENSUS TRACT 0413.13, Clark County, WA

Definitions, Concepts and Premise of Assignment The analyses and conclusions in this report are based on the following definitions and concepts.

SERVICE TYPE Appraisal Report

Scope of Work This appraisal is intended to describe the market value of the subject property for its highest and best use. The subject site was inspected and available project data was reviewed. The basic approach is to use recent sale comparisons of similar sites, compare these to the subject, and adjust for differences imposed by zoning, physical limitations, time, location, and other parameters that may have influenced pricing and conclude a reasonable market value based on sales.

The appraisal begins with an overview of the subject site followed by description of general land use, population, and economic trends of the subject neighborhood and competitive market. The bulk of the data presented comes from sources such as the US Census, HUD, and

private data providers such as the Metro Multifamily Housing Association (MMHA) Apartment Report, CoStar, and Yardi Matrix.

**CLIENT AND
INTENDED USER**

The client is Mr. Keith James; the intended user is Inland Construction or their direct assigns.

INTENDED USE

This appraisal report was prepared to determine the market value of the land.

**PROPERTY RIGHTS
APPRAISED**

This is an appraisal for the Fee Simple Interest in the subject real estate. The definition of "fee simple estate" is as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

Date of Analysis

September 7, 2018

**Extraordinary
Assumptions**

None

**Hypothetical
conditions**

None

**Approaches to
Value & Final Value
Conclusion**

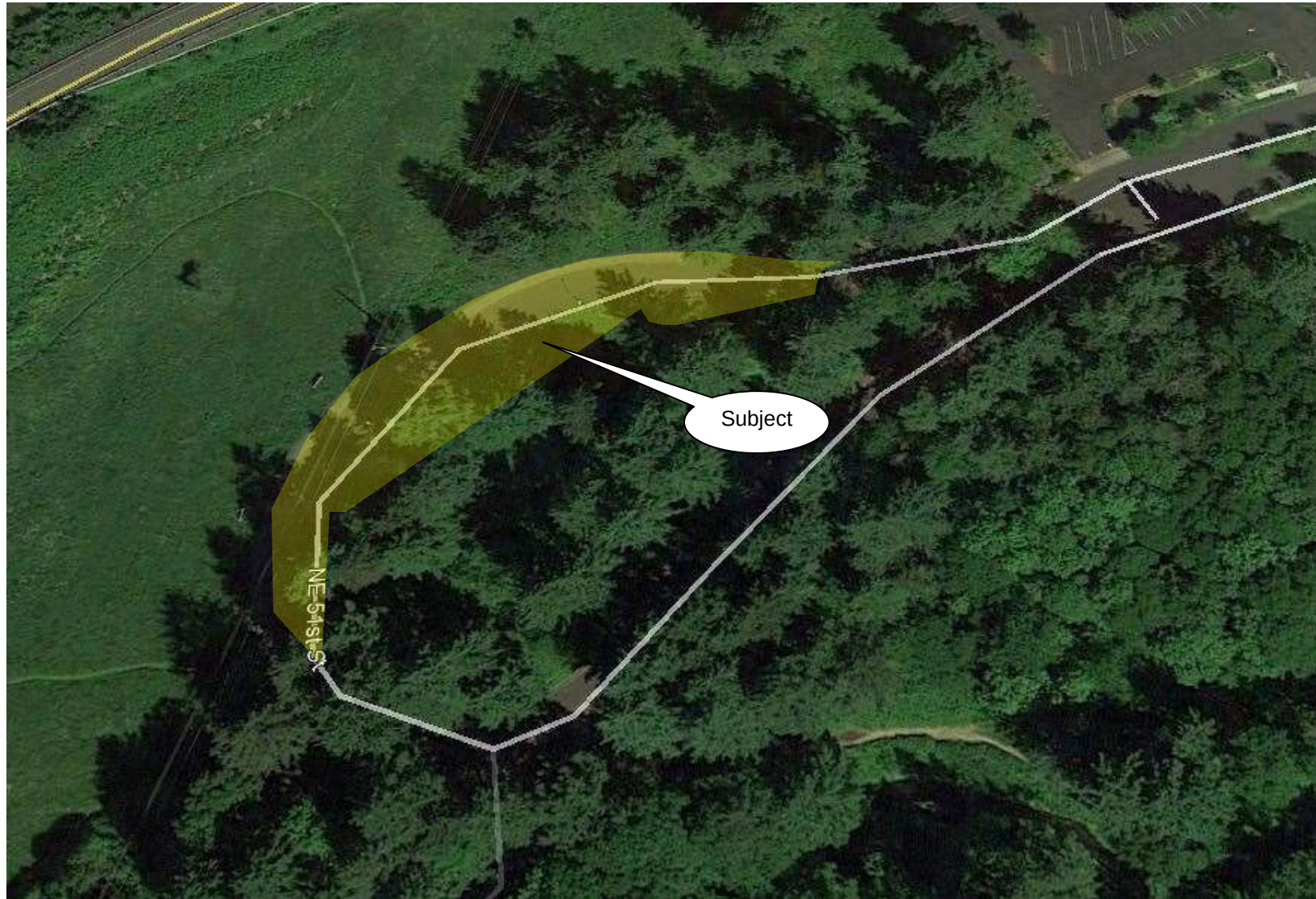
The value conclusions are summarized as follows.

Market Value of Relinquishment.....\$230,000

Market Value of Donation (Lot 100).....\$210,000

Property Description

The subject is a 25,235 sq ft (0.58 acre) parcel. A portion of this site is a paved road right-of-way and the balance is part of the unimproved center of the circular drive. It is zoned General Commercial (CG). It is irregular in shape and generally level. The Donation has the same zoning, contains 83,635 sq ft (1.92 acres), and fronts on Burnt Bridge Creek and Kevanna Park. This parcel contains some wetlands. Setbacks from the creek and wetlands severely compromise use.



Aerial Photo—Looking North

Subject Photographs

The subject is a portion of the right-of-way of NE 51st Circle and the forested island enclosed by the turn around.



View of the turn around



View of the adjoining site planned for Affinity at Vancouver, a 170-unit senior apartment complex.



Subject Photographs

The Donation parcel is on the south side of the turnaround.



View of the Donation parcel



Alternate view of the donation parcel



Subject Photographs

The Donation parcel is adjacent to Kevanna Park. Plans include extending a path from a new parking area along the vacated right-of-way to the existing entrance.



Shown is the bridge crossing Burnt Bridge Creek in Kevanna Park.



View of Burnt Bridge Creek.
Setbacks from the creek impact the Donation parcel.



Property Description



PROJECT DIRECTORY

DEVELOPER: AFFINITY AT VANCOUVER, LLC
220 W. CATALDO, SUITE 100
SPOKANE, WA 99201
(509) 321-8206

ARCHITECT: THE ARCHITECTS OFFICE, PLLC
495 MAIN ST.
BOISE, IDAHO 8372
(208) 343-2381



SITE DATA

SCALE: 1" = 40' = 1/2"

PROPERTY AREAS:	
PARCEL 1:	77.53W ± S.F. 1.78 ± ACRES
PARCEL 2:	79.09W ± S.F. 1.82 ± ACRES
PARCEL 3:	186.78W ± S.F. 4.36 ± ACRES
TOTAL:	355.37W ± S.F. 8.18 ± ACRES
PROPOSED MAIN BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-A
HEIGHT:	4 STORIES
UNITS:	170
FOOTPRINT:	45,451 ± S.F.
TOTAL AREA:	182,740 ± S.F.
PROPOSED POOL BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
AREA:	4,340 ± S.F.
PROPOSED GARAGE BUILDING:	
OCCUPANCY:	U
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
NUMBER OF BUILDINGS:	0
AREA:	2,840 ± S.F. - 3,080 ± S.F.
PROPOSED PARKING:	
STANDARD OPEN STALLS:	190
OPEN ACCESSIBLE STALLS:	7
STANDARD GARAGE STALLS:	47
ACCESSIBLE GARAGE STALLS:	1
TOTAL PARKING:	245 (7.44/LU)



AFFINITY AT VANCOUVER
NW 51ST STREET
VANCOUVER, WASHINGTON

FILED

APPROVED

DATE
MARCH 9, 2011

TIME
11:20 AM

BY
JAMES PRICE

REVISIONS

SHEET

A1.0
SITE PLAN

Preliminary Site Plan

Site Data

Location
Description

SITE ADDRESS	Right of Way Relinquishment Affinity at Vancouver 10500 NE 51st Circle Vancouver, WA 98682
TAX PARCEL NUMBER	Relinquishment: No property ID is assigned to the street right-of-way. Adjacent tax parcels are 159847-000, 159848-000, and 159849-000 Donation: 159851-000
CENSUS TRACT	0413.13, Clark County, WA
BOUNDARIES & NEARBY LAND USES	The subject site is a proposed right-of-way vacation of a portion of NE 51st Circle located adjacent to tax parcels 159847-000, 159848-000, and 159849-000 and a portion of the undeveloped center of the circular drive. This area is accessed from NE 112th Avenue to NE 51st Circle. NE 51st Circle is a dead-end drive accessing the subject's neighborhood. Land use east of the subject is primarily office on the north side of NE 51st Circle including the Department of Transportation, Washington State Patrol, and Farmers Insurance. Immediately east of the subject is a vacant office building formerly occupied by the US Department of Forestry. On the south side of this drive, it is vacant land. NE 51st Circle leads to Kevanna Park and adjacent to the park is the Donation site. Running through the park is Burnt Bridge Creek. The Donation parcel is offered as exchange for the subject. This is an 83,635 sq ft parcel zoned the same as the subject. It has a truncated triangular shape. Its southeast boundary is Burnt Bridge Creek and the southern boundary is Kevanna Park. The proposed vacation would be used for parking for Affinity at Vancouver, a proposed 170 unit senior (age restricted) apartment project. The proposed vacation will terminate the circular drive. The unused portion of the drive is proposed for restoration to its natural state. The new end to NE 51st Circle is proposed as a cul-de-sac turn around with added parking for Kevanna Park and a path leading to the existing park entrance. The cost of these improvements is estimated at \$91,200. Other than, for the uses cited above, the greater area is currently undeveloped. The neighboring use to the south is residential. East of the

subject is Corporate Woods, a 47-unit apartment complex built in 2002, and on the north side of SR-500 land use is primarily commercial.

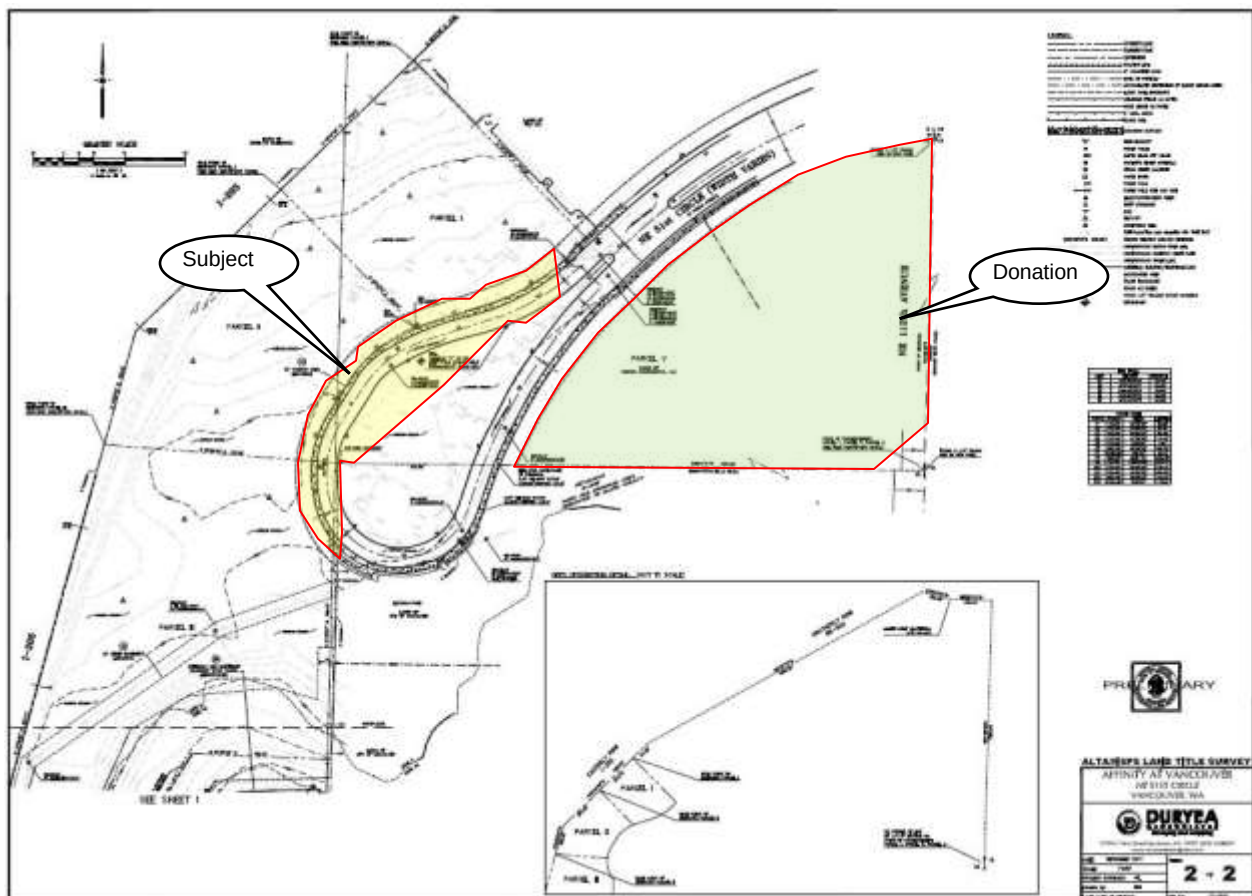
**STREETS, ACCESS
& EXPOSURE**

The subject site is a portion of a dead-end road. It provides access to Kevanna Park, a neighborhood city park at the end of this drive. It also will provide access to a proposed 170 unit senior (age restricted) apartment project. Any development in this location will be highly visible to traffic using the northbound off-ramp from I-405 to SR-500 and partially visible to traffic on I-405. Local and regional access to the subject is good. Pass-by traffic is limited due to the dead-end road.

**Physical
Description**

**SITE DIMENSIONS &
LAND AREA**

The proposed right-of-way vacation, the subject, contains 25,235 sq ft and is irregular in shape. Its shape is long and narrow potentially impacting use. The proposed Donation contains 83,635 sq ft and has a truncated triangular shape. The following survey and parcel map shows the approximate boundary of the relinquishment and of the donation.



EXISTING IMPROVEMENTS	The subject is a paved city street. The proposal is to terminate the existing loop, provide a turn-around, restore the unused portion of the paved right-of-way to a natural state, and to add parking for Kevanna Park. There are no improvements on the Donation site, forested vacant raw site.
TOPOGRAPHY & SOIL CONDITIONS	Both the Relinquishment and the Donation are nearly level. A soils report was not provided for the subject. It is an assumption of this report that the soils are of sufficient load bearing capacity to allow for the proposed use. A Mitigation Plan for Affinity at Vancouver prepared by Ecological Land Services, Inc., dated August 2018 was provided. This study includes description of the Donation parcel. The Donation parcel is impacted by required setbacks from Burnt Bridge Creek. According to the city, the setback is 100 feet plus a 75-foot buffer. The Mitigation Plan shows a wetland on this parcel, Wetland A. Wetland A is a Category III wetland containing 8,493 sq ft. A 150-foot setback is required from the wetland. This wetland appears to be entirely within the setback riparian management area buffer and the 75-foot riparian stream buffer described in this report. The report does not address soil conditions.
UTILITIES	All typical public utilities are available to the site.
Legal Restrictions	
ZONING	The subject and the donation are zoned CG, (General Commercial) by the City of Vancouver. The CG zoning district is designed to allow for a full range of retail, office, and civic uses. Above ground floor, housing is allowed. Some light industrial uses also are allowed, but limited so as not to detract from the district's commercial character.

Development Criteria	
Minimum Lot Size	None
Minimum Lot Width	None
Minimum Lot Depth	None
Maximum Lot Coverage	Conditional based on screening & buffering standards
Minimum Setbacks	Conditional based on screening & buffering standards
Front Yard	10 feet (see above)
Rear Yard	10 feet (see above)
Rear Through Street	
Side Yard	0-5 feet (see above)
Between Buildings	
Maximum Height	None
Min Stebacks Adjacent to Res District	10 feet
Min Stebacks Adjacent to Non-res District	5 feet
Minimum Landscaping	15%
Parking	
Residential	1.5 spaces/DU
Senior Residential	1.0 spaces/DU



Site Address	Parcel #	Size (SF)	Size (Acres)	Source	Zoning	Jurisdiction	Assessment	
							Land	Building
Subject: Relinquishment Parcel Adjacent to								
10500 NE 51st Circle	159847-000	74,052	1.70	Assessor	CG	Vancouver	\$582,200	\$0
10420 NE 51st Circle	159848-000	82,764	1.90	Assessor	CG	Vancouver	\$650,700	\$0
10400 NE 51st Circle	159849-000	199,505	4.58	Assessor	CG	Vancouver	\$594,400	\$0
Donation Parcel								
10601 NE 51st Circle	159851-000	83,635	1.92	Assessor	CG	Vancouver	\$24,200	\$0
	Subject Portion	25,235	0.58	per Site Plan				
	Donation	83,635	1.92	Assessor				

**ASSESSMENT
VALUE & REAL
ESTATE TAXES**

The real estate assessment and tax data the parcels adjacent to the subject and the Donation are detailed in the previous table. The subject is part of a street right-of-way and is not recorded as being in a separate tax parcel. The three parcels adjacent to the subject have an existing approved preliminary site plan approval that positively affects the assessment of those parcels. This does not extend to the subject. The Donation is impacted by setbacks from Burnt Bridge Creek and wetlands on the site.

The millage rate on which property taxes are based is determined annually. Millage rates vary constantly and are influenced by services provided in each individual district and state law. The assessed value of all properties located within a district is divided by a particular year's budget requirements to arrive at a millage rate. The subject property is located in levy code (tax code area) 114008 with a 2018 rate of \$12.3432979958 per \$1,000 of assessed value.

Environmental Issues

**SEISMIC HAZARD
CONDITIONS**

It is noted that construction will be based on current building codes, which recognize the seismic risk of the area. As the appraiser does not possess the expertise in seismic, structural, and geotechnical engineering, further analysis is required to determine the subject's degree of risk.

**HAZARDOUS
MATERIALS**

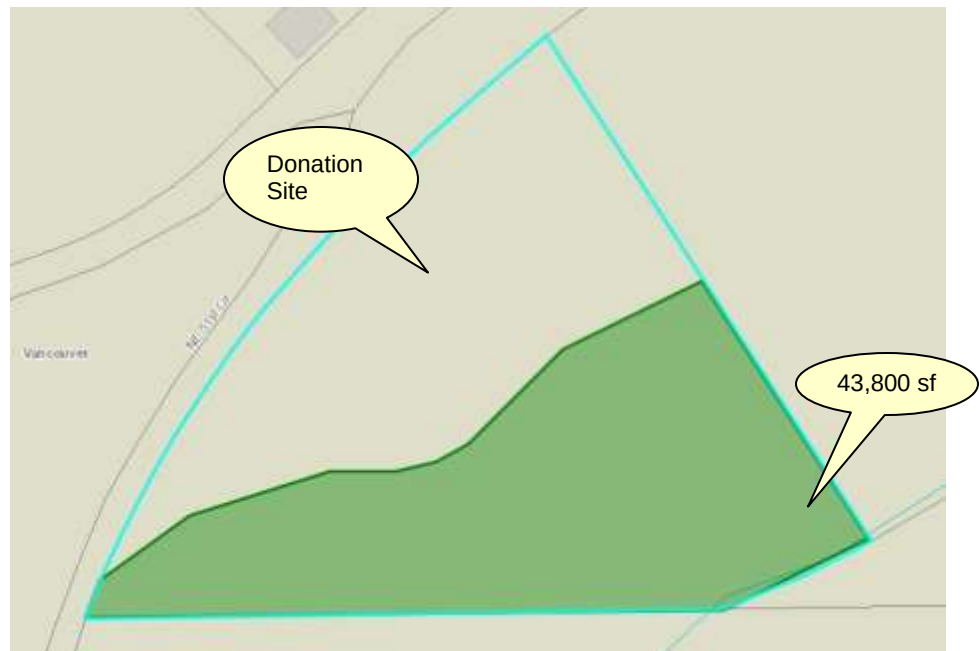
We were not provided an Environmental Site Assessment. It is an assumption of this report that both sites are not contaminated with hazardous materials.

FLOOD ZONE

According to the Flood Hazards Map No. 53011C0387D, effective September 5, 2012, the subject site (the Relinquishment) is located in Zone X, an area outside the 500-year floodplain. The Donation does border on Burnt Bridge Creek and the southeastern edge is classified AE, a special flood hazard area.



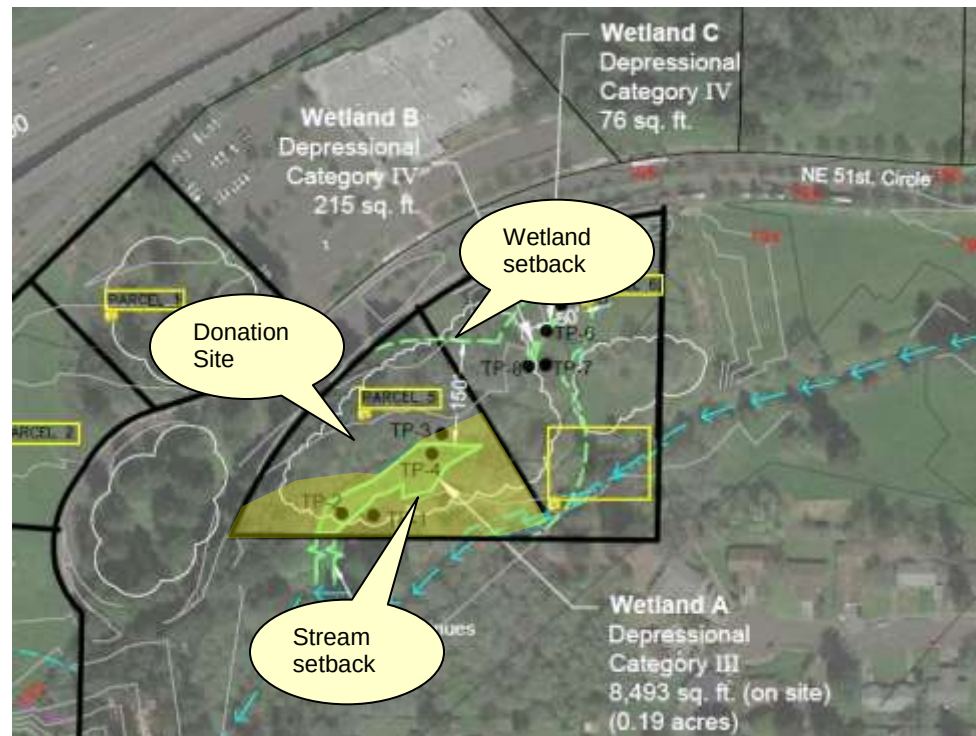
Based on information provided by the city, there is a required 100-foot setback from the creek in this location plus a 75-foot buffer. Given the amount of vegetation on this parcel, the city planner stated that the setback would effectively be 175 feet. This affects the southeast and southern portions of the parcel as shown in the following map. The size of the impacted area was estimated based on the drawing tool provided by Clark County's GIS mapping site, and is estimated at about 43,800 sq ft. This leaves 39,835 sq ft of area outside of the riparian setback. Any development occurring on usable portions of the site may use the area of the entire site area for massing.



Wet Lands

The Donation parcel is further impacted by a category III wetland as described in the *Mitigation Plan for Affinity at Vancouver Critical Areas – Permitting*, prepared by Ecological Plan services, August 2018. The wetland area appears mostly within the stream setback described above. However, the wetland also has a 150-foot buffer, leaving only the northern corner available for use as shown in the following graphic.

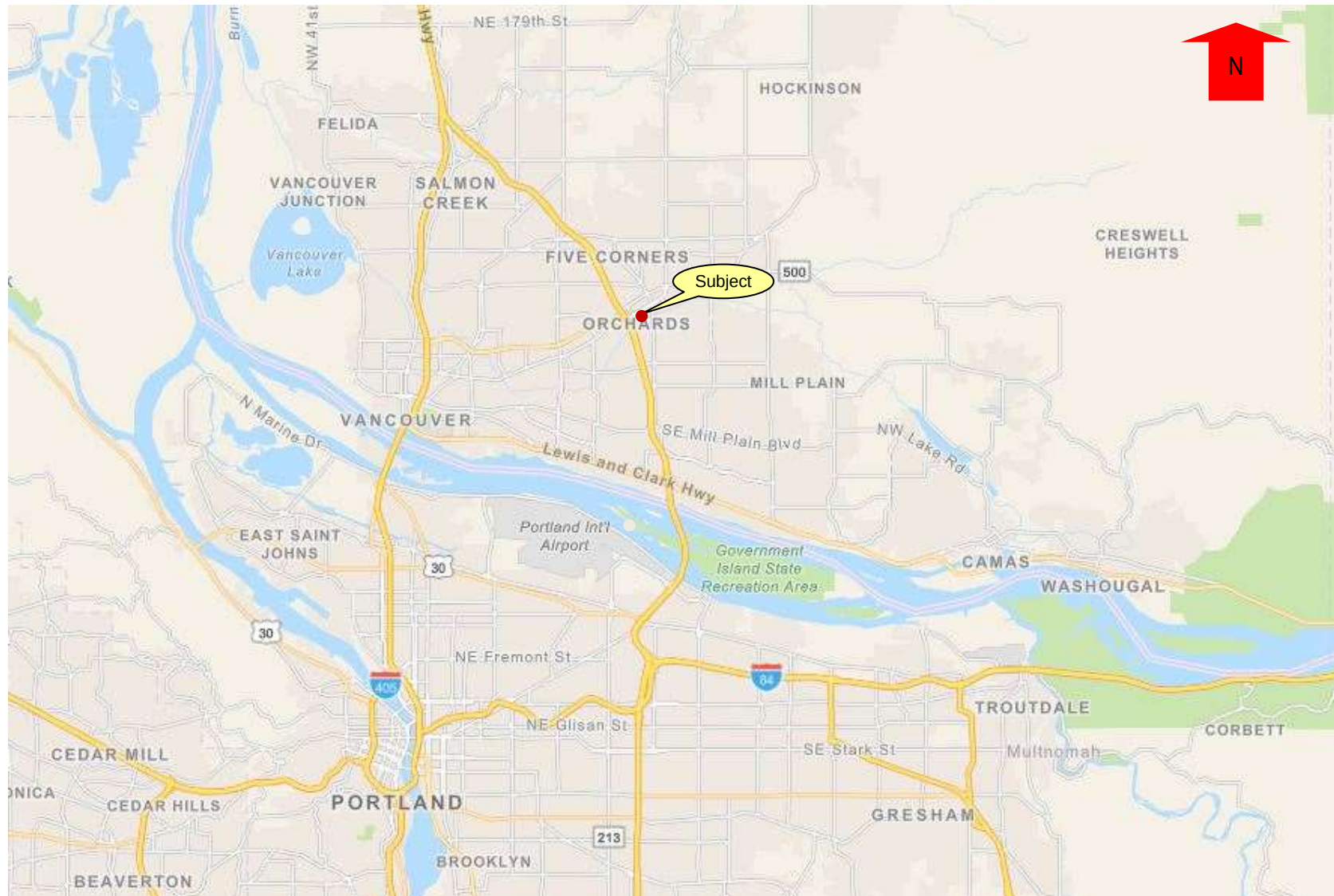
The *Vancouver Municipal Code Section 20.740.080 Reasonable Use Exceptions* provides some allowance to the property owner if application of the General Critical Areas requirements would deny all reasonable economic use of the property. If this occurs, the city determines appropriate compensation, or the property owner may apply for an exception. The extent or existence of loss must be documented by an examination of reasonable use review of the loss of economic use. This is done on a case-by-case basis.



Conclusion

Topography, zoning, availability of utilities, access and existing encumbrances are similar to other properties in the immediate vicinity. The subject has a long narrow shape making it most usable if combined with neighboring properties. By itself, its shape is considered a limiting factor. The Donation has a usable shape but is impacted by required setbacks from Burnt Bridge Creek and wetlands. The southeastern edge of the Donation borders the creek, and the setback affects the southern portion of the property. A category III wetland is also contained in this setback area, and the wetland setback extends to include most of the remaining portions of this site. The city of Vancouver provides some allowance for the impact of critical areas if they deny economic use, and some use is allowed. The degree of use must be described by specific study. Therefore, the degree of impact cannot be determined within the scope of this appraisal. Other than this there are no unusual site characteristics known to the appraiser that affect the value or marketability of the site.

Regional Overview



Regional Map

Regional Data – Portland MSA

Introduction

The Portland-Vancouver Metropolitan Statistical Area (MSA) is comprised of Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon, and Clark and Skamania Counties in Washington. The MSA is located at the confluence of the Columbia and Willamette Rivers with the Cascade mountain range to the east. The Portland-Vancouver MSA has an estimated 2017 population of over 2.4 million residents and is part of a state and area that is generally growing faster than the US average.

The five counties that comprise the Oregon-portion of the Portland Metropolitan Statistical Area are home to 60% of Oregon residents and statewide jobs, thus making the area the state's largest and most vibrant economic region.

The metro area has a very diverse industrial basis compared with other large cities across the country and similar to the U.S. as a whole. When compared to the US overall, Portland has a slightly larger share of jobs in goods-producing industries like construction and manufacturing.

Location & Topography

The Portland MSA is 70 miles east of the Pacific Ocean at the northern end of Oregon's most populated region, the Willamette Valley. Downtown Portland straddles the banks of the Willamette River, which flows north through the city center, separating the east and west sections of the city before veering northwest to join with the Columbia River less than 10 miles from downtown. The Columbia River serves as the natural boundary between the states of Washington and Oregon and consequently divides the city of Portland from its most populated suburb of Vancouver, Washington.

Portland is situated near the foothills of the Tualatin Mountains, also called the West Hills and the Southwest Hills, which pierce through the northwest and southwest regions of the city. Council Crest Park, the tallest point within city limits, is in the West Hills and rises to an elevation of 1,073 feet.

To the west of the Tualatin Mountains lies the Oregon Coast Range, and to the east lies the actively volcanic Cascade Range. On clear days Mt. Hood and Mt. St. Helens, dominate the horizon while Mt. Adams and Mt. Rainier are also sometimes visible in the distance.

The below chart presents demographic and economic data for the US, State and MSA geographic areas for comparative purposes with respect to the area immediately surrounding the subject property as described later in the report.

DEMOGRAPHIC AND ECONOMIC SUMMARY PROFILE							
DESCRIPTION	US	Oregon	Portland MSA	DESCRIPTION	US	Oregon	Portland MSA
POPULATION				AVERAGE HOUSEHOLD INCOME			
2000 Population	281,421,906	3,421,399	1,927,881	2017	\$80,675	\$75,700	\$87,053
2010 Population	308,745,538	3,831,074	2,226,009	2022	\$91,585	\$86,834	\$99,632
2017 Population	327,514,334	4,122,334	2,438,192	Annual Change 2017-2022	2.57%	2.78%	2.74%
2022 Population	341,323,594	4,339,669	2,595,007	MEDIAN HOUSEHOLD INCOME			
Annual Change 2000-2010	0.93%	1.14%	1.45%	2017	\$56,124	\$55,012	\$63,671
Annual Change 2010-2017	0.85%	1.05%	1.31%	2022	\$62,316	\$62,633	\$75,159
Annual Change 2017-2022	0.83%	1.03%	1.25%	Annual Change 2017-2022	2.12%	2.63%	3.37%
POPULATION 65+				PER CAPITA INCOME			
2010 Population	40,267,984	533,533	252,218	2017	\$30,820	\$30,179	\$33,937
2017 Population	51,112,814	702,319	349,221	2022	\$34,828	\$34,452	\$38,647
2022 Population	60,125,156	840,919	427,662	Annual Change 2017-2022	2.48%	2.68%	2.63%
Annual Change 2010-2017	3.47%	4.00%	4.76%	2017 HOUSEHOLDS BY INCOME			
Annual Change 2017-2022	3.30%	3.67%	4.14%	Household Income Base	123,157,201	1,619,789	939,464
HOUSEHOLDS				<\$15,000	11.5%	11.1%	8.9%
2000 Households	105,480,101	1,333,723	745,531	\$15,000-\$24,999	10.0%	10.2%	8.2%
2010 Households	116,716,292	1,518,938	867,794	\$25,000-\$34,999	9.7%	10.4%	8.8%
2017 Households	123,158,887	1,619,793	939,464	\$35,000-\$49,999	13.1%	13.1%	12.2%
2022 Households	128,069,416	1,701,088	996,972	\$50,000-\$74,999	17.8%	18.8%	18.7%
Annual Change 2000-2010	1.02%	1.31%	1.53%	\$75,000-\$99,999	12.4%	12.9%	14.1%
Annual Change 2010-2017	0.77%	0.92%	1.14%	\$100,000-\$149,999	13.9%	13.6%	15.9%
Annual Change 2017-2022	0.79%	0.98%	1.20%	\$150,000-\$199,999	5.7%	4.9%	6.4%
HOUSING UNITS (2017)				\$200,000 or greater	6.1%	5.0%	6.9%
Total Housing Units	123,158,887	1,619,793	939,464	MEDIAN HOME VALUE			
Owner Occupied	55.6%	54.4%	56.2%	2017	\$207,344	\$279,548	\$311,849
Renter Occupied	33.1%	36.6%	38.3%	2022	\$247,785	\$342,529	\$369,089
Vacant Housing Units	11.3%	9.0%	5.5%	Annual Change 2017-2022	3.63%	4.15%	3.43%
HOUSING UNITS (2022)				AVERAGE HOME VALUE			
Total Housing Units	128,069,416	1,701,088	996,972	2017	\$286,484	\$327,722	\$362,068
Owner Occupied	55.2%	54.2%	56.1%	2022	\$330,843	\$393,909	\$428,717
Renter Occupied	33.1%	36.7%	38.5%	Annual Change 2017-2022	2.92%	3.75%	3.44%
Vacant Housing Units	11.6%	9.0%	5.5%	HOUSING UNITS BY UNITS IN STRUCTURE			
HOUSING UNITS BY YEAR BUILT				1 - Detached	81,840,073	1,073,900	577,581
2010 or Later	1,315,426	14,632	8,960	1 - Attached	7,725,793	74,591	48,486
2000 to 2009	19,803,260	259,743	150,623	2	4,976,158	48,441	27,708
1990-1999	18,512,067	290,218	176,340	3 or 4	5,880,728	74,354	43,524
1980-1989	18,346,272	186,335	109,234	5 to 9	6,341,597	74,377	50,907
1970-1979	20,978,482	334,695	168,416	10 to 19	5,950,183	61,664	45,588
1960-1969	14,626,326	164,086	85,679	20 to 49	4,732,441	52,160	35,886
1950-1959	14,374,462	142,308	69,667	50 or greater	6,678,112	82,251	63,932
1940-1949	7,119,373	94,957	46,034	Mobile Home	8,506,996	139,459	38,900
1939 or Earlier	17,665,365	198,840	118,935	Boat/RV/Van	108,952	4,617	1,376

Source: Esri

Demographic Data & Forecast

In the 1980s, a marked economic decline, particularly in logging and forest products, stemmed the flow of migrants to Oregon and resulted in a slower pace of growth for Oregon (7.9%) compared to the nation (10.4%). During the following decade, population growth in the Portland metropolitan area outpaced the national average with 13.6% growth. Bolstered by strong employment growth and amenity-driven migration, both the Portland metro and the state of Oregon sustained impressive growth during the 1990s.

While Portland's population growth still ranks among the most robust in the nation due to strong net-migration trends, annual job growth has begun to trend downward over the past two years (largely due to full employment) and Oregon's population growth is expected to continue at a slower pace for at least the next several years. Based on the current forecast, Oregon's population will reach 4.34 million in the year 2022 with an average annual rate of growth of 1.03% between 2017 and 2022. Oregon's economic condition heavily influences the state's population growth, determining its ability to retain a local work force as well as attract job seekers from other states and beyond. As Oregon's total fertility rate remains below the replacement level and deaths continue to rise due to the aging population, long-term growth comes from net-in migration.

Population Trend & Forecast (Annual Average Rate of Change by Period)*

	2000	Annual % Δ	2010	Annual % Δ	2017	Annual % Δ	2022
US	281,421,906	0.93%	308,745,538	0.84%	327,323,594	0.84%	341,323,594
State of Oregon	3,429,708	1.13%	3,838,957	1.02%	4,122,334	1.03%	4,339,669
State of Washington	5,910,512	1.33%	6,744,496	1.16%	7,311,450	1.13%	7,733,706
Salem MSA (Marion-Polk Counties)	348,007	1.18%	391,487	0.97%	418,765	0.99%	439,977
Albany-Corvallis-Lebanon, CSA	181,222	1.10%	202,251	0.75%	213,150	0.79%	221,756
Eugene MSA (Lane County)	323,492	0.84%	351,852	0.80%	372,145	0.88%	388,754
Medford MSA (Jackson County)	181,775	1.13%	203,421	0.91%	216,670	0.98%	227,460
Clackamas County, OR	338,347	1.06%	375,992	1.31%	411,843	1.24%	437,950
Columbia County, OR	43,560	1.26%	49,351	0.38%	50,668	0.46%	51,853
Multnomah County, OR	660,516	1.08%	735,334	1.24%	801,725	1.19%	850,391
Washington County, OR	445,356	1.75%	529,710	1.49%	587,291	1.41%	629,931
Yamhill County, OR	84,992	1.56%	99,193	0.77%	104,675	0.78%	108,808
Clark County, WA	345,238	2.11%	425,363	1.45%	470,604	1.40%	504,392
Skamania County, WA	9,872	1.15%	11,066	0.41%	11,386	0.51%	11,682
Portland-Vancouver-Hillsboro, OR-WA MSA	1,927,881	1.45%	2,226,009	1.31%	2,438,192	1.25%	2,595,007

As shown in the previous table, Oregon and Washington have displayed reasonably similar growth patterns and both are expected to exceed the growth rates of the overall US over the next five years. However, in general the State of Washington has grown at a slightly higher rate and is projected to continue growing at a slightly higher rate. In the Portland-Vancouver MSA, the growth rates are mixed with Columbia County projected to essentially have little growth through 2022. Similarly, Yamhill County and Skamania County (Washington) are project to have slow growth through 2022. While Clark County (Washington) and

Washington County (Oregon) are projected to have the highest rates of growth through 2022.

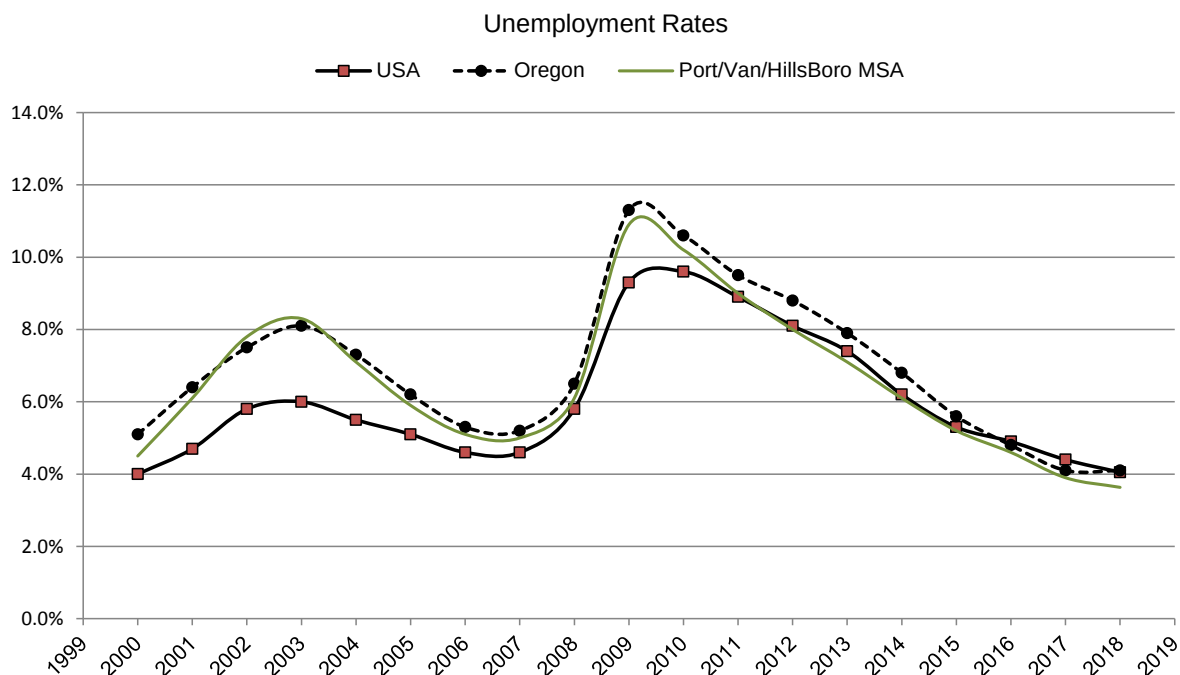
Economic Data

Early in its history, the Portland MSA economy was based on the Columbia and Willamette Rivers and their access to the Pacific Ocean. The town was a supply hub for area farming communities and a regional shipping center. The deep, fresh-water port helped the city establish itself as an important part of the growing lumber industry, and a number of manufacturing concerns settled there because of the ease of transportation. Today, Portland is the third largest export tonnage port on the West Coast.

Since the recovery, the Portland metropolitan area continues to add jobs and over the last 5 years have added jobs at a rate slightly above the state average. As growth prospects improve for the underlying economy, and with all of Oregon's regions adding jobs, growth is likely to pick up.

Employment Statistics

Oregon's unemployment rate was 4.1% in March 2018, unchanged from one year earlier. Likewise the unemployment in the Portland-Vancouver-Hillsboro MSA was 3.7% in March 2018 versus approximately 3.7% in March 2017. In general, the current unemployment rates for the US are near the lows seen in the pre-recession period of 2006 and 2007 and within the Portland PMSA, they are below the previous lows.



Employment Trends

The following chart summarizes nonfarm employment trends in Oregon and the Portland Metro area. Employment has grown 17.0% over the last seven years within the State of Oregon while employment has grown at a higher rate in the Portland Metro area at 19.8%.

As the labor market becomes tight, job growth must slow, as there is no longer a large, available employment pool because most everyone already is employed. Over the last two years, annual job growth has started to cool with 2.4% growth in 2017, down from 3.0% in 2016 and 3.4% in 2015. Over the last seven years, annual job growth has averaged about 2.8% in the Portland Metro area.

Sectors with the highest growth rate include natural resources and mining, construction, and professional and business services. The growth of these sectors is undoubtedly linked to improvement in the real estate markets over the last five years.

Employment by Industry Trends

	State of Oregon					Portland-Vancouver MSA				
	2010	% Total	2017	% Total	2010-17 % Change	2010	% Total	2017	% Total	2010-17 % Change
Total nonfarm employment	1,601,333	100.0%	1,873,025	100.0%	17.0%	979,200	100.0%	1,172,900	100.0%	19.8%
Total private	1,301,775	81.3%	1,564,150	83.5%	20.2%	831,800	84.9%	1,016,700	86.7%	22.2%
Mining, logging, and construction	73,942	4.6%	104,658	5.6%	41.5%	46,700	4.8%	68,200	5.8%	46.0%
Mining and logging	6,325	0.4%	7,017	0.4%	10.9%	1,100	0.1%	1,300	0.1%	18.2%
Construction	67,617	4.2%	97,642	5.2%	44.4%	45,600	4.7%	66,900	5.7%	46.7%
Manufacturing	163,875	10.2%	189,767	10.1%	15.8%	107,100	10.9%	123,200	10.5%	15.0%
Durable goods	114,925	7.2%	131,542	7.0%	14.5%	79,700	8.1%	90,500	7.7%	13.6%
Nondurable goods	48,950	3.1%	58,225	3.1%	18.9%	27,400	2.8%	32,800	2.8%	19.7%
Trade, transportation, and utilities	303,750	19.0%	350,667	18.7%	15.4%	185,400	18.9%	215,800	18.4%	16.4%
Wholesale trade	67,058	4.2%	76,692	4.1%	14.4%	50,100	5.1%	57,300	4.9%	14.4%
Retail trade	184,167	11.5%	210,883	11.3%	14.5%	102,000	10.4%	118,900	10.1%	16.6%
Transportation, warehousing, and utilities	52,525	3.3%	63,092	3.4%	20.1%	33,400	3.4%	39,500	3.4%	18.3%
Information	31,725	2.0%	34,133	1.8%	7.6%	22,700	2.3%	25,700	2.2%	13.2%
Financial activities	93,192	5.8%	99,625	5.3%	6.9%	62,200	6.4%	70,300	6.0%	13.0%
Finance and insurance	56,025	3.5%	57,442	3.1%	2.5%	40,100	4.1%	43,100	3.7%	7.5%
Real estate and rental and leasing	37,167	2.3%	42,183	2.3%	13.5%	22,100	2.3%	27,200	2.3%	23.1%
Professional and business services	188,483	11.8%	243,267	13.0%	29.1%	136,100	13.9%	180,600	15.4%	32.7%
Professional and technical services	71,108	4.4%	94,650	5.1%	33.1%	54,000	5.5%	74,900	6.4%	38.7%
Management of companies and enterprises	35,125	2.2%	47,083	2.5%	34.0%	27,900	2.8%	39,800	3.4%	42.7%
Administrative and waste services	82,250	5.1%	101,533	5.4%	23.4%	54,100	5.5%	65,900	5.6%	21.8%
Education and health services	227,875	14.2%	272,583	14.6%	19.6%	142,400	14.5%	169,300	14.4%	18.9%
Educational services	31,817	2.0%	35,892	1.9%	12.8%	25,100	2.6%	28,300	2.4%	12.7%
Health care and social assistance	196,058	12.2%	236,692	12.6%	20.7%	117,300	12.0%	141,000	12.0%	20.2%
Leisure and hospitality	162,383	10.1%	206,058	11.0%	26.9%	94,600	9.7%	122,100	10.4%	29.1%
Arts, entertainment, and recreation	21,433	1.3%	26,833	1.4%	25.2%	13,700	1.4%	17,300	1.5%	26.3%
Accommodation and food services	140,950	8.8%	179,225	9.6%	27.2%	80,900	8.3%	104,800	8.9%	29.5%
Other services	56,558	3.5%	63,458	3.4%	12.2%	34,800	3.6%	41,500	3.5%	19.3%
Government	299,558	18.7%	308,875	16.5%	3.1%	147,400	15.1%	156,200	13.3%	6.0%
Federal government	30,533	1.9%	28,167	1.5%	-7.8%	18,600	1.9%	18,200	1.6%	-2.2%
State government	79,650	5.0%	56,350	3.0%	-29.3%	22,800	2.3%	19,700	1.7%	-13.6%
Local government	189,375	11.8%	224,358	12.0%	18.5%	106,000	10.8%	118,400	10.1%	11.7%

State and National Economic Forecast

% Change	2018 - Quarterly				Annual				
	Q1	Q2	Q3	Q4	2016	2017	2018	2019	2020
Oregon									
Total Nonfarm Employment	2.2	2.4	2.3	2.4	2.9	2.1	2.1	2.1	1.1
Wage & Salaries	4.6	4.4	4.1	4.0	2.3	2.1	4.2	4.1	4.0
Personal Income	4.1	4.6	4.2	4.3	2.6	2.1	4.0	4.3	3.9
Population	1.3	1.5	1.7	1.3	1.5	1.6	1.5	1.4	1.3
United States									
Total Nonfarm Employment	1.6	1.4	1.3	1.3	1.8	1.5	1.4	1.1	1.0
Wage & Salaries	3.9	4.3	4.4	4.5	2.9	3.1	4.3	4.2	4.3
Personal Income	5.4	4.8	4.7	4.6	2.4	3.1	4.5	4.6	4.6
Population	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8	0.8

Oregon Office of Economic Analysis - March 2018 Forecast

TOP EMPLOYERS

The largest MSA in Oregon provides a wide variety of employment options, with a long-term trend of slowly moving away from the traditional natural resource-based economy. The following employers are the largest in the Portland Metropolitan Area:

Largest Employers - Portland Metro Area				
Rank	Name	Local Employees	Industry	Headquarters
1	Intel	18,600	Computer Hardware	Santa Clara, Ca
2	Providence Health & Services	16,139	Government	Renton, WA
3	Oregon Health & Science University	14,963	Health Care	Portland, OR
4	Kaiser Permanente Northwest	11,898	Health Care	Portland, OR
5	Fred Meyer	10,813	Retail Grocery	Cincinnati, OH
6	Legacy Health System	8,700	Health Care	Portland, OR
7	Nike Inc.	8,500	Apparel Design and Manufacturing	Beaverton, OR
8	Portland Public Schools	6,135	Public K-12 Education	Portland, OR
9	Multnomah County	5,995	Government	Portland, OR
10	City of Portland	5,481	Government	Beaverton, OR
11	Beaverton School District	4,637	Public K-12 Education	Beaverton, OR
12	Wells Fargo	4,527	Banking	San Francisco, CA
13	PeaceHealth Southwest Medical Center	4,446	Health Care	Vancouver, WA
14	Portland Community College	3,906	Public Community College	Portland, OR
15	U.S. Bank	3,757	Banking	Minneapolis, MN

Source: Portland Business Journal 2016 Book of Lists

The top private employers in the region come from a diverse group of companies, from health care to financial institutions and from grocery chains to technology related companies. Intel employs more workers in the Portland region than any other market in the world. It is noted however that the federal, county and city governments are a substantial employment sector within the area.

HOSPITALS

There are 19 hospitals in the Portland Metro Area providing a wide variety of health care services to the surrounding community.

#	County	City	State	Name	Licensed Beds
1	Clackamas	Clackamas	OR	Kaiser Sunnyside Medical Center	196
2	Clackamas	Oregon City	OR	Providence Willamette Falls Medical Center	143
3	Clackamas	Tualatin	OR	Legacy Meridian Park Hospital	150
4	Multnomah	Gresham	OR	Legacy Mount Hood Medical Center	115
5	Multnomah	Portland	OR	Adventist Medical Center	302
6	Multnomah	Portland	OR	Doernbecher Children's Hospital	
7	Multnomah	Portland	OR	Legacy Emanuel Medical Center	554
8	Multnomah	Portland	OR	Legacy Good Samaritan Medical Center	539
9	Multnomah	Portland	OR	Oregon Health & Science University Hosp	560
10	Multnomah	Portland	OR	Providence Portland Medical Center	483
11	Multnomah	Portland	OR	Portland Shriners Hospital	
12	Multnomah	Portland	OR	Veterans Affairs Medical Center	
13	Washington	Forest Grove	OR	Tuality Forest Grove Hospital	215
14	Washington	Hillsboro	OR	Kaiser Westside Medical Center	126
15	Washington	Hillsboro	OR	Tuality Community Hospital	215
16	Washington	Portland	OR	Providence St. Vincent Medical Center	552
17	Yamhill	Newberg	OR	Providence Newberg Medical Center	40
18	Clark	Vancouver	WA	PeaceHealth Southwest Medical Center	450
19	Clark	Vancouver	WA	Legacy Salmon Creek Hospital	194



Shopping Malls/Centers

The following are shopping mall and shopping centers in the Portland PMSA. In general retail goods and services are abundant in the Portland Metro Area.

#	Shopping Mall / Center	City	Year Opened	SF	Stores
1	Bridgeport Village	Tigard	2005	465,000	82
2	Cascade Station	NE Portland	2007	800,000	43
3	Cedar Hills Crossing	Beaverton	1969	750,000	60
4	Clackamas Town Center	Clackamas	1981	1,230,000	172
5	Clackamas Promenade	Clackamas	1989	428,373	41
6	Eastport Plaza	SE Portland	1960	406,661	45
7	Jantzen Beach Center	N Portland	1972	684,543	39
8	Lloyd Center	NE Portland	1960	1,472,000	178
9	Mall 205	SE Portland	1970	477,000	40
10	Pioneer Place	Portland	1990	369,000	61
11	The Streets of Tanasbourne	Hillsboro	2004	368,000	41
12	Sunset Esplanade	Hillsboro	1989	362,874	35
13	Washington Square	Tigard	1973	1,458,734	170
14	Westfield	Vancouver	1977	883,000	140
15	Hazel Dell Towne Center	Vancouver	2004	388,081	36
16	Vancouver Plaza	Vancouver	1988	621,953	33



Education

The Portland Metra area has a diverse group of colleges and universities including Lewis & Clark College, Willamette University, Reed College, University of Portland, Portland Community College, Art Institute of Portland, Oregon Health and Science University Portland State University, Pacific University, Linfield College, George Fox University, Clackamas Community College, Mount Hood Community College, Clark College etc. In general, there is considerable opportunity for post high school education in the area.

Transportation

PUBLIC

While the Portland area suffers from rush-hour traffic congestion on major freeways and state highways, the area benefits from an extensive public transportation network. The TriMet bus system covers the city and its suburbs thoroughly. TriMet's 52-mile MAX (Metropolitan Area Express) offers light rail service throughout the metropolitan area. Since 2001, the Portland Streetcar has been serving the downtown and NW areas of Portland. With a recent expansion, it serves 9.35 miles and covers the Lloyd District and Central Eastside Industrial District as well. Portland Union Station is served by three scheduled Amtrak intercity passenger trains. These passenger trains link Portland with Seattle, Vancouver, B.C., and Eugene daily.

AIR & FREIGHT

Twenty minutes northeast of downtown Portland is the Portland International Airport (PDX), which has topped Conde Nast Traveler's ranking of the best U.S. airports and achieved the nation's highest marks for security, comfort, and design. Guidance of the airport falls to the Port of Portland, which also administers operations at two general-aviation airports: Hillsboro and Troutdale.

FREEWAY NETWORK

The Portland-Vancouver Metropolitan Statistical Area is serviced by a large network of freeways and state highways including I-5, which runs in a north/south direction through the Willamette Valley of Oregon, extending from California to Canada.

I-84 links with I-5 near the downtown area of Portland and runs in an east/west manner, east to Idaho. The I-205 loop traverses the Greater Portland Area east of I-5, through the areas of West Linn to the south, Oregon City, Gladstone, Johnson City, Clackamas, Happy Valley and SE and NE Portland. The freeway travels north across the Columbia River to the Washington communities of Ellsworth, Vancouver and Walnut Grove, finally linking back up with I-5 north of Vancouver.

I-405 covers the area west of the Willamette River, linking with I-5 at the southern and northern ends of downtown Portland. Various state

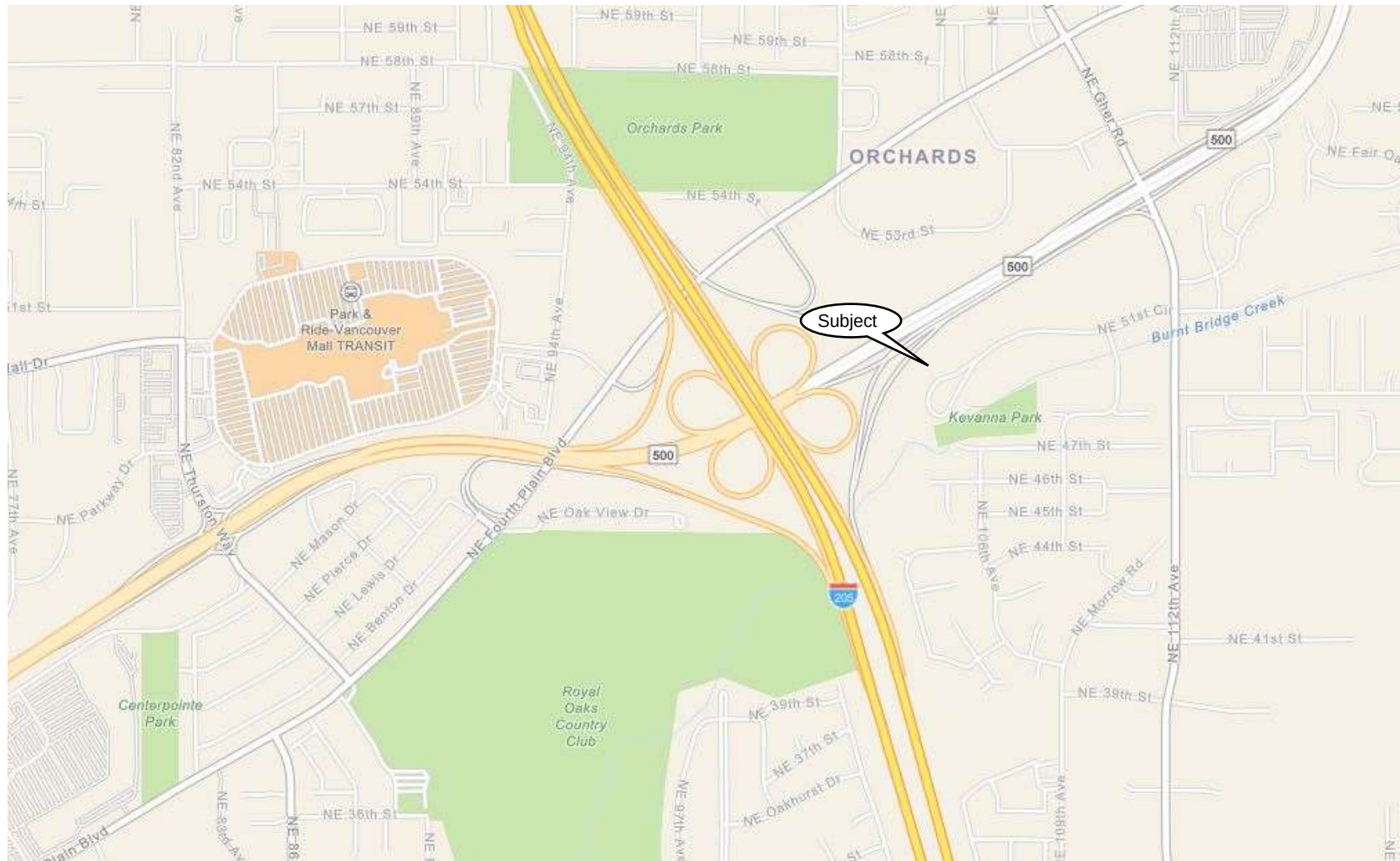
routes link the MSA with surrounding areas, including Highways 26 (west and southeast), 30 (northwest), and Oregon Route 217 (connects Highway 26 with I-5). Washington State Route 14 travels along the northern banks of the Columbia River from downtown Vancouver east to Camas and Washougal.

Summary

Oregon and the Portland Metro area is a desirable living environment due to its easy access to recreation, good transportation infrastructure, the availability of a skilled workforce, and a reasonably low cost of living.

In Oregon, the economic growth the state began to experience in 2013 has continued through 2017. This improvement was largely expected as the construction industry strengthened in both housing and commercial sectors and the need for professional and business services increased. Additionally most of the other sectors expanded but at a more moderate rate. While the rate of growth for some counties remains low most regions of the state are experiencing gains today. In general, the market is expected to continue improving with the greater US economy as positive trends in employment and population growth spur economic expansion.

Neighborhood & Competitive Market

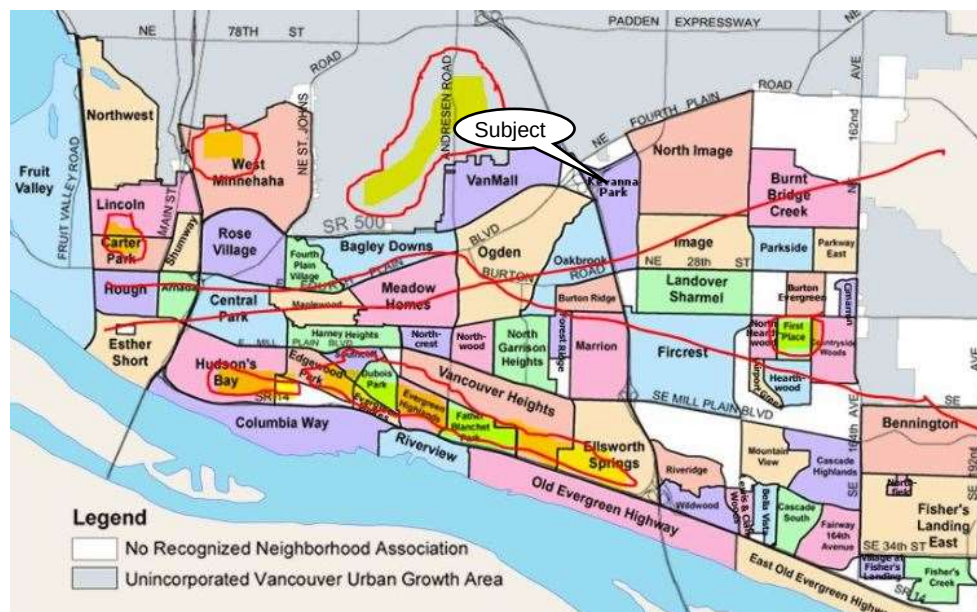


Expanded Neighborhood Map

Neighborhood & Competitive Market

Introduction

The subject is located in northern Vancouver within the Kevanna Park neighborhood, as shown in the following map. The City of Vancouver is divided by designated neighborhoods. The northern boundary of the neighboring planning district, the North neighborhood, is NE Fourth Plain Boulevard and the northern corporate boundary of Vancouver. The subject's neighborhood centers on Kevanna Park, a wooded 6.3-acre park located along Burnt Bridge Creek. The area consists mainly of single-family homes, a few apartment complexes, and commercial and light industrial uses along the major arterial frontages. South of the subject's location are several relatively new multifamily projects. As the trend continues, this use will likely extend north, shifting the character of the neighborhood to a more densely populated area. The largest new projects in this greater area are Four Seasons Central with 156 units completed in early 2018 and Overlook Park with 154 units completed in 2013. This change has created some neighborhood concern over traffic and the lack of buffers between land uses.

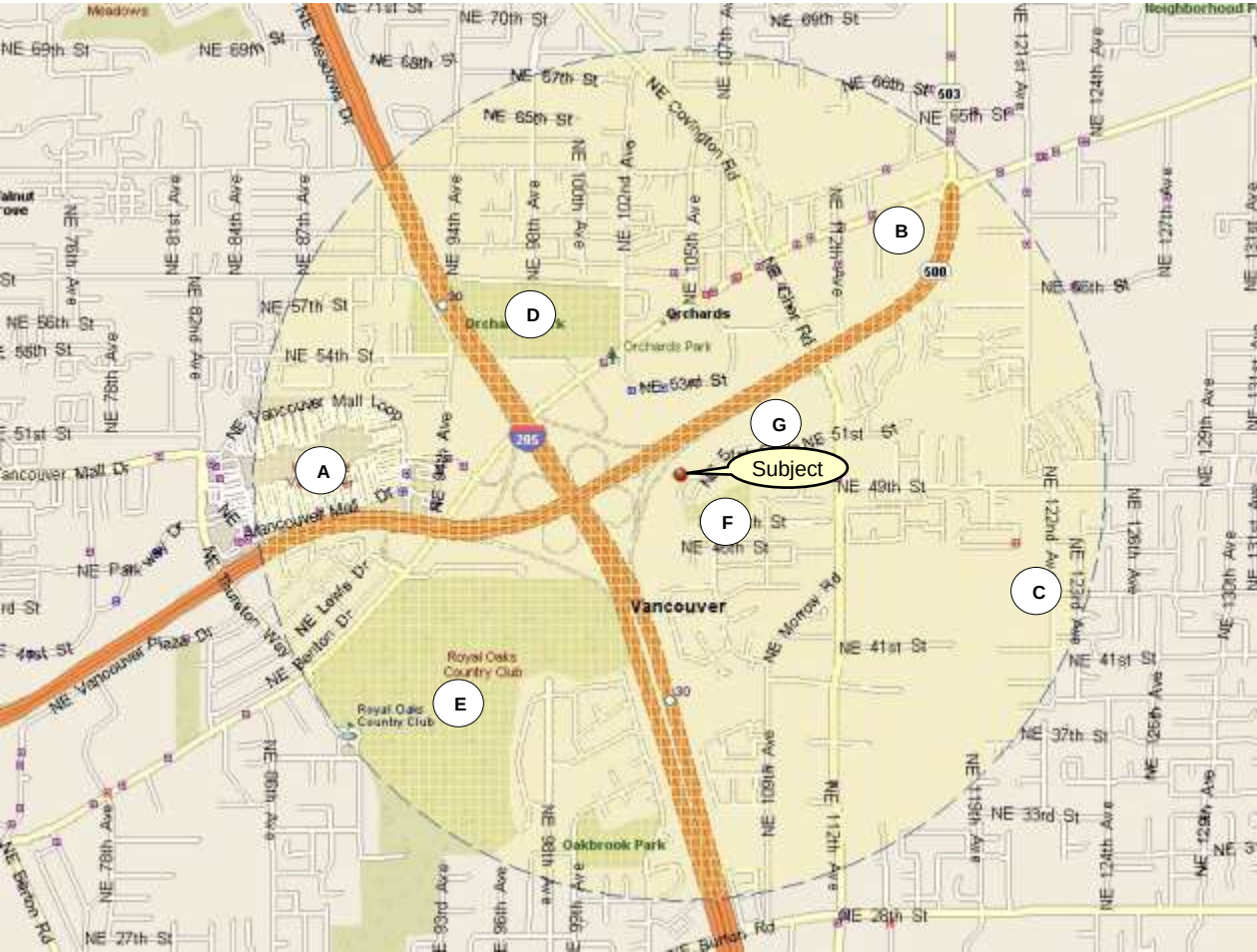


Access

The city is served by Interstate 5 (I-5), the region's primary north-south interstate highway, and Interstate 205 (I-205), a bypass route through central and eastern Vancouver; State Route 500, which bisects the city between I-5 and I-205; and State Route 14, which connects Vancouver with suburban and rural communities along the Columbia River. The subject's location is east of I-205 near its SR-500 interchange.

Neighborhood
Character

The following aerial map that follows provides a brief overview of land use elements and services that influence the neighborhood.



No.	Description
A	Westfield Vancouver Mall
B	Covington Middle School
C	Image Elementary School
D	Orchards Park
E	Royal Oaks Golf & Country Club
F	Kevanna Park
G	Washington State Patrol

The subject is located within the City of Vancouver. Its location places it about three-quarters of a mile east of Vancouver Mall, just over five miles northeast of the Vancouver CBD, four miles north of the I-205 Columbia River Bridge, and five and a half miles from the Portland International Airport.

The greater Vancouver area is part of the Portland/Hillsboro/Vancouver MSA. The Vancouver portion of the market includes south Clark County, those portions of the greater market on the north side (the Washington side) of the Columbia River. The Vancouver market is divided into two portions – West and East. The subject is in the East Vancouver portion of this market, but is near its western boundary.

**Immediate
Neighborhood
Boundaries**

The East Vancouver Market is generally describes as being east of Andresen Road. It extends as far north as NE Lucia Falls Road and includes Battleground. To the east, the boundary extends into a small portion of Skamania County but for analysis, data collected and used stops at the county line. To the south, the boundary is the Columbia River. The character of this market is described in more detail in the following section.

Apartment Market Analysis

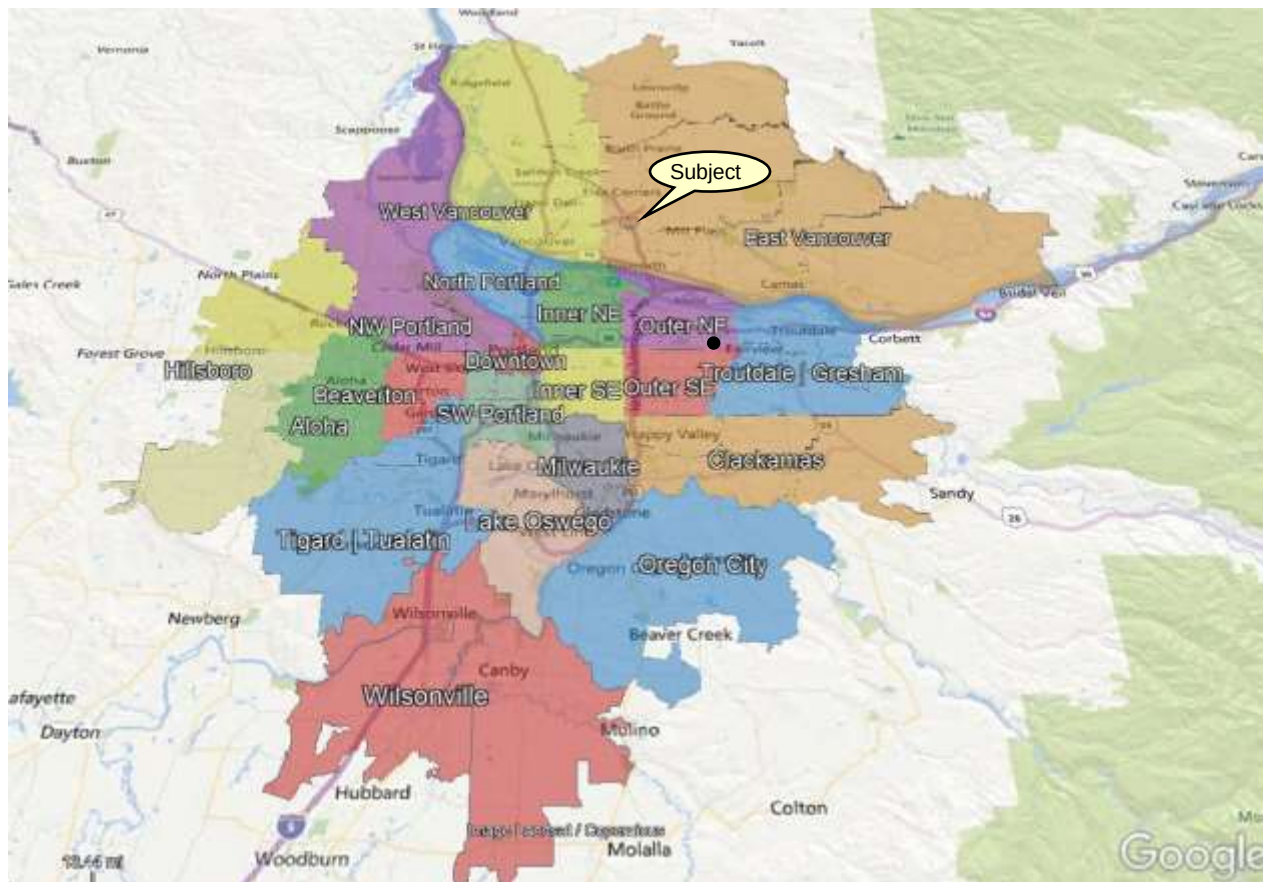
Apartment Market Analysis

Introduction

The following apartment multifamily metrics are based on several sources including CoStar (inventory) and the Metro Multifamily Housing Association (MMHA) Apartment Report (rent and vacancy trends). MMHA surveys their members and other participating properties throughout the greater Portland Metropolitan area twice a year, in the spring (March) and in the fall (September). The most recent information available at this time is their *Multifamily NW Spring 2018 Apartment Report*.

Portland Metro Submarkets

The subject is located within the western portion of the East Vancouver submarket as defined by the MMHA. This market is directly competitive with the West Vancouver. Because of the Columbia River, it is far less competitive with markets in other parts of the Portland Metro area such as the North Portland, Inner Northeast, and Outer Northeast markets as shown on the following map.



Regional Overview

According to the Multifamily NW Spring 2018 Apartment Report, vacancy is up, rents are down from historic high levels, and new units keep getting delivered. The Portland area is in the midst of one of the strongest economies and building cycles in decades, and the trends bode well for improving affordability in the apartment market. Prospective residents who can afford the higher rent rates in new projects, are no longer competing with prospects for class B and C apartments. With increasingly less competition for lower priced units, availability for affordable units is on the rise. New multifamily development has created a more balanced market, as supply meets demand. The construction pipeline has over 40,000 units slated. However, with market conditions weakening, new inclusionary zoning regulations in Portland, and construction costs escalating, it's expected that some projects will never be delivered.

The Portland area unemployment rate is still seeing record lows, and household income growth is strong. Average operating expenses per unit have increased 6% year over year, as rent growth has stalled, putting downward pressure on net operating income. For-sale inventory for apartments remains low, as demand remains high. The number of closed transactions in Portland Metro continues to decrease. Only 62 closed sales in 1Q2018, compared to over 100 in each of the three previous quarters. Cap rates are also declining, averaging 5.15% in 1Q2018. The median price per unit in 1Q2018 was \$152,000 and the median price per square foot was \$171.



Vacancy Trends

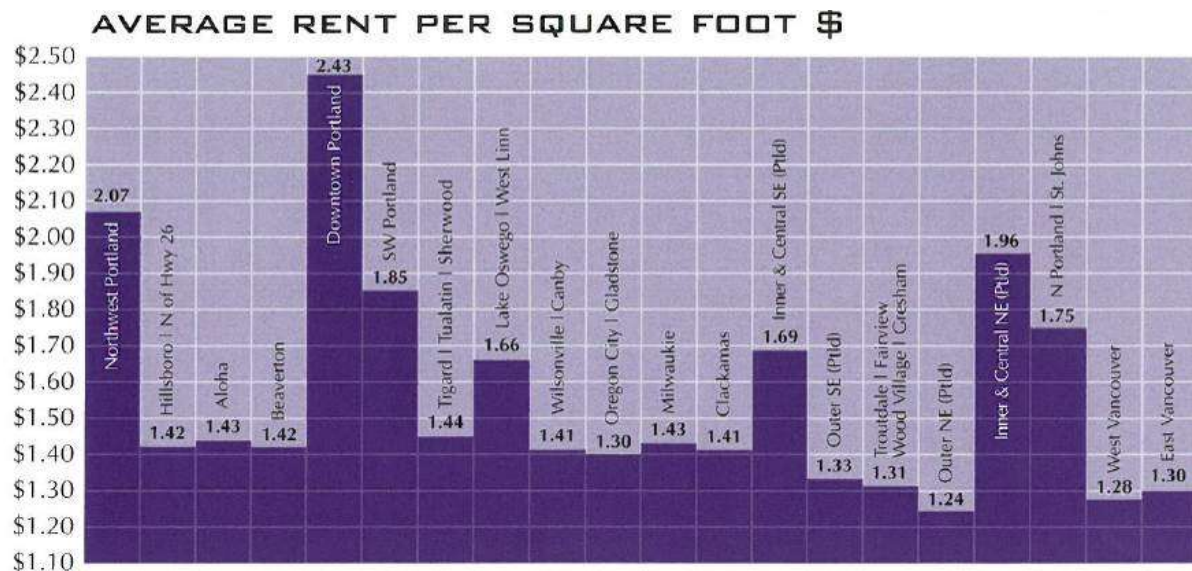
The Portland/Vancouver vacancy factor increased by 48 basis points from Fall 2017, and currently stands at 4.9%. The Outer Northeast, Troutdale and North Portland/St. Johns areas have the lowest vacancy factors, all below 4%. Downtown is pushing close to 7% vacant, followed by Northwest and Clackamas, with vacancy over 6%. Two-bedroom,

townhouse style units have the best occupancy of all unit types, with average vacancy of 3.9%. Studio units have the highest vacancy of 5.75%.

Please note that this survey excludes new projects in the lease-up phase that haven't reached stability. Numerous sources are reporting slower than anticipated absorption, increasingly aggressive concessions and competition in many close-in neighborhoods.

Rent Trends

Total average rent rates have declined for the first time since 2010. Seven of the 20 areas surveyed experienced rent declines, while most of the remaining areas stayed the same, or had minimal increases. Two areas that saw stronger increases were Lake Oswego, with an 8% bump, and Inner and Central Northeast, with a 7% bump. Aloha and Wilsonville led the declining areas, with 3% reductions. There is no question that overall rent growth in the Metro area has peaked. Projections of 4% or 5% rent growth for 2018 are starting to look overly optimistic.



Average rent per square foot for all areas combined is \$1.56/ The Downtown core continues to have the highest rates at \$2.43, with NW Portland coming in second at \$2.07. Outer NE Portland and West Vancouver have the lowest rates, at \$1.24 and \$1.28, respectively.

APARTMENT MARKET OVERVIEW

Construction Activity*	Before 2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	Forecast			
														2018	2019	2020	2021
Portland Regional	150,390	1,525	2,139	3,098	832	435	1,910	3,193	3,939	4,005	5,708	4,726	2,156	5,978	4,746	3,815	3,794
Portland - Urban	45,978	63	1,105	2,155	324	31	627	1,313	1,750	3,090	3,932	2,369	1,270	2,283	4,144	2,412	2,594
Outlying - South & East	43,393	565	304	232	240	302	591	331	476	6	108	1,073	238	409	113	277	338
Outlying - West	38,682	533	48	330	217	102	370	823	937	581	809	427	300	816	185	310	351
Vancouver/WA State	22,337	364	682	381	51	-	322	726	776	328	859	857	348	314	304	816	511

*Deliveries net of conversions and demolitions

Source: CoStar

Inventory (Net of Conversions)* / Vacancy History														
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	
Portland Regional	150,390	151,915	154,054	157,152	157,984	158,419	160,329	163,522	167,461	171,466	177,174	181,900	184,056	
Market Vacancy	4.0%	4.3%	5.6%	6.3%	4.9%	5.2%	5.5%	5.2%	4.6%	4.9%	6.3%	6.1%	6.2%	
Portland - Urban	45,978	46,041	47,146	49,301	49,625	49,656	50,283	51,596	53,346	56,436	60,368	62,737	64,007	
Market Vacancy	3.8%	3.7%	5.4%	6.6%	5.0%	5.0%	5.4%	5.4%	5.1%	5.8%	8.5%	7.2%	7.3%	
Downtown Portland	5,122	5,133	5,589	6,428	6,407	6,407	6,617	6,617	6,782	7,905	8,691	9,088	9,480	
North Portland	1,830	1,830	1,818	1,898	2,089	2,094	2,100	2,187	2,595	2,842	2,932	3,035	3,035	
Northeast Portland	2,901	2,913	3,091	3,095	3,185	3,211	3,296	3,603	3,916	4,218	4,859	4,969	5,021	
Central Northeast	3,588	3,588	3,474	3,513	3,513	3,513	3,571	3,618	3,668	3,743	3,816	3,866	3,866	
East Portland	8,831	8,851	8,981	9,133	9,163	9,163	9,210	9,210	9,222	9,337	9,487	9,487	9,541	
Southeast Portland	12,151	12,151	12,289	12,367	12,401	12,401	12,477	12,951	13,826	14,209	14,970	16,013	16,457	
Southwest Portland	3,846	3,846	4,175	4,762	4,762	4,762	4,791	4,935	4,947	5,064	5,887	6,197	6,261	
Northwest Portland	7,709	7,729	7,729	8,105	8,105	8,105	8,227	8,562	8,798	9,365	9,816	10,185	10,346	
Outlying - South & East	43,393	43,958	44,262	44,494	44,734	45,036	45,627	45,958	46,434	46,440	46,548	47,621	47,859	
Market Vacancy	3.9%	4.5%	5.4%	6.4%	5.4%	5.4%	5.6%	4.8%	4.2%	4.3%	4.9%	5.4%	5.2%	
Outlying - West	38,682	39,215	39,263	39,593	39,810	39,912	40,282	41,105	42,042	42,623	43,432	43,859	44,159	
Market Vacancy	4.7%	4.8%	5.8%	6.1%	4.5%	5.3%	5.6%	5.7%	4.6%	4.6%	5.9%	6.0%	5.9%	
Vancouver/WA State	22,337	22,701	23,383	23,764	23,815	23,815	24,137	24,863	25,639	25,967	26,826	27,683	28,031	
% of Total	14.9%	14.9%	15.2%	15.1%	15.1%	15.0%	15.1%	15.2%	15.3%	15.1%	15.1%	15.2%	15.2%	
Market Vacancy	3.6%	4.2%	6.2%	6.1%	4.7%	5.2%	5.3%	4.9%	4.2%	4.3%	4.5%	5.0%	5.5%	

*Source: CoStar

Absorption History													
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	YTD	
Portland Regional	1,043	(9)	1,808	3,011	(43)	1,396	3,404	4,853	3,307	2,950	4,738	1,996	
Portland - Urban	96	244	1,454	1,117	21	390	1,234	1,830	2,516	2,098	2,990	1,123	
Outlying - South & East	265	(115)	(221)	700	249	497	652	746	(21)	(170)	745	347	
Outlying - West	473	(320)	177	825	(204)	228	735	1,357	527	239	330	340	
Vancouver/WA State	209	182	398	367	(109)	281	783	920	285	784	673	187	

Source: CoStar, County records, adjusted by known projects not included in CoStar

Market Conditions

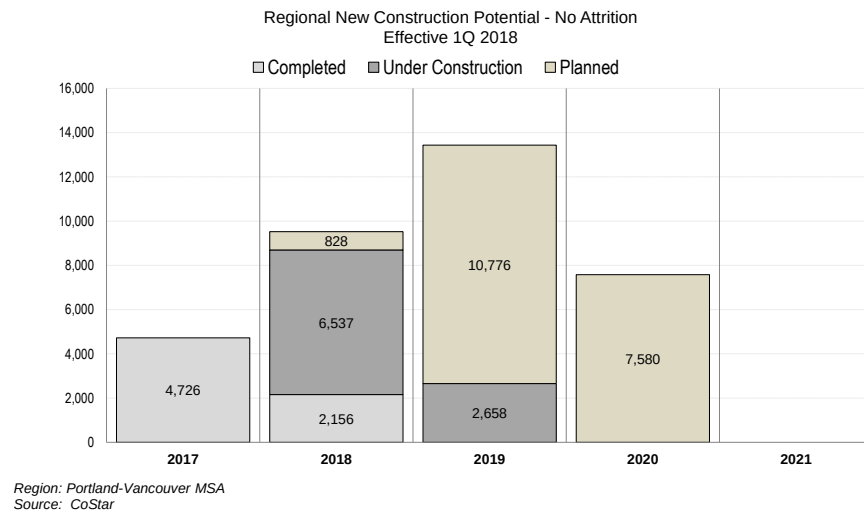
Over 10% of all properties regionally are offering rental incentives. This has nearly doubled since the Fall report. Concessions are no longer limited to new lease-ups, but have become more prevalent in stabilized properties across the region. The average number of days that a unit will stay vacant for the entire Metro area is 35. East Vancouver is 56 days, Aloha is 63 days, and Clackamas, with 91 days, is particularly slow for re-renting. The Outer Southeast and Northeast areas enjoy the quickest turnover times of 17 days or less. (They also have some of the lowest rents in the area.)

Operating Expenses

This Multifamily *NW Apartment Report* includes the annual survey of apartment operating expenses. The numbers are derived from 2017 year-end operating statements at 104 stabilized properties, representing 6,578 units throughout the Portland Metro area. Newer garden style apartments in Washington County have the highest per unit expenses at \$6,536, while garden style units in Multnomah County have the lowest per unit expenses of \$4,359. Property taxes average \$1,203 per unit. Insurance expenses average \$218 per unit, and total expenses average \$5,562, up 6% from \$5,255 one year ago.

Regional Inventory

According to current CoStar figures, there are about 184,000 market rate units regionally as shown on the previous table. Of these, about 64,000 (about 35% of the regional inventory) are located within the Urban-Portland submarkets, which roughly corresponds to the City of Portland. An analysis of the CoStar pipeline database indicates the following estimates of units currently under construction and proposed through 2021.



Pipeline Trends

There are currently an estimated 9,195 units under construction and 19,184 units tracked as proposed with potential for delivery by 2020, though proposed deliveries carry a wide margin of uncertainty. Combined, CoStar estimates the construction pipeline at nearly 28,400 units through 2020. The compares with the Multifamily *NW Spring 2018 Apartment Report*, that estimates the pipeline at over 40,000 units and a recent report by Johnson Economics, which estimates the pipeline at nearly 43,737 units through 2021.



As shown above, if the roughly 16,000 proposed projects in 2021 were excluded, the Johnson Economics pipeline total would be about 27,700 – similar to the CoStar total through 2020.

Pipeline Trends

As described earlier, the Johnson Economics apartment pipeline currently includes a total of 43,737 units. During the fourth quarter, 17 new projects were added to the pipeline database with roughly 1,800 units, while 21 projects with 1,400 units were completed. The greatest pipeline increase over the quarter was on the Close-in Westside, roughly equivalent to the urban portion of West Portland. The pipeline in this submarket increased by nearly 1,600 units over the quarter, bringing its total to over 12,000 units (28% of the regional pipeline). Three new projects with pre-application conferences were added, including a 296-unit project in Goose Hollow, and a 150-unit complex in the Pearl District. If these move on to file formal land use applications, they will be the first 20+ unit proposals in Portland since the inclusionary zoning mandate took effect in February.

Capacity constraints in the construction industry and at planning and building departments have caused projects to move more slowly through the pipeline. Based on preliminary delivery estimates for projects currently in the pipeline, the output is likely to increase over the coming year. However, with softening market fundamentals, we expect many of the projects to be shelved or scrapped. Therefore, it is expected that these estimates will be revised in future reports.

The following chart illustrates the regional market impacts if new supply over the next five years is limited to 6,000 units per year and net absorption stays at 4,600 units, which is the 2017 average of Multifamily NW and CoStar calculations. We also average the two datasets for historical occupancy and rent growth rates. The scenario suggests a vacancy rate of above 6% in 2019 and above 7% in 2021. Based on the historical relationship between vacancy and rent growth, this should lead to flat rent growth by 2019, and rent declines in following years.



Millennials

Future apartment absorption in the Portland Metro area is heavily dependent on the housing preferences of the two largest generational cohorts: the baby boomers and the millennials. Millennials have been credited for much of the surge in apartment demand in recent years, and the question is whether this cohort will continue to drive demand, or if they are ready to move into ownership housing.

If the cusp of the millennial wave currently is 27 to 28 years old, we can assume that the wave of millennial move-outs (household formation) is already behind us. Though research has shown that millennials tend to live

with their parents longer than previous generations, even after they have become financially able to form their own households, the large majority are out by the time they are 27. A national study from 2014 revealed that nearly 80% of early millennials (born 1980-1984) were moved out before turning 27. In fact, 90% had moved out (78% by age 23), but many were at some point forced to move back in due to economic hardship in the wake of the 2008 recession (the respondents reached age 27 between 2007 and 2011).

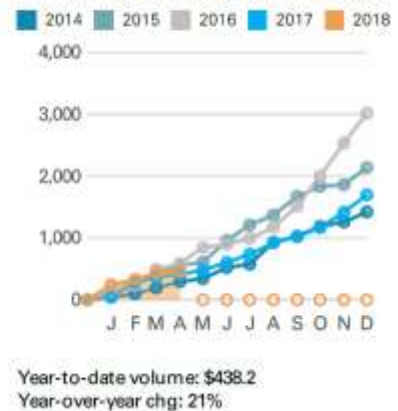
Investment Activity

The following investment trends are based on Real Capital Analytics, Trends & Trades report for 2Q 2018 to date. Sales volume hit a record peak in 2016 at about three billion in transaction activity, then dropped off significantly in 2017 – mostly a result of lack of inventory; however this is beginning to change. Year to date sales volume is up 21% over the same period last year. A combination of factors is causing owners who have plans to sell, to think about doing it now. These include flattening rents, increased concessions, more vacancy and higher operating costs (especially taxes).

Current Market Statistics

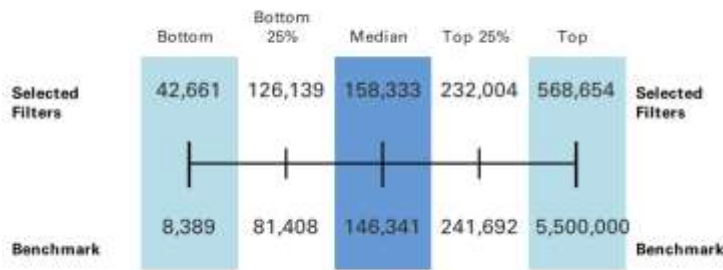
	Q2 '18 to Date	Deals Pending	Combined Total	Last Quarter
Vol (\$m)	23.5		23.5	438.2
# Props	4		4	30
Total sf	250		250	2,070
Avg Price/unit*	94,067		94,067	205,724
Avg Cap Rate*				4.7%

Cumulative Monthly Volume (\$m)



Over the past 12-months, the median price per unit in the Portland MSA was \$158,333 unit with a median capitalization rate of 5.3%. The following graphic shows the quartile distribution including the bottom and top 25%.

Price (\$ per units) | Quartile Distribution



Data based on prior 12 months.

Cap Rate (Yield) | Quartile Distribution

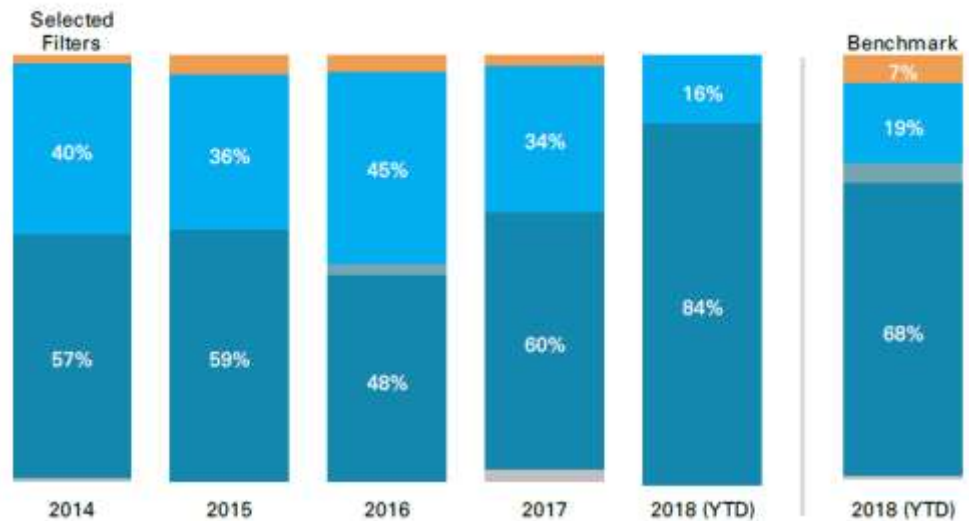


Data based on prior 12 months.

The ratio of institutional buyers has decreased from 45% in 2016 to 34% in 2017 and 16% of total sales volume YTD in 2018. The majority of buyers so far in 2018 are private buyers, whose share increased from 60% last year to 84% year to date.

Buyer Types

■ Cross-Border
 ■ Institutional
 ■ Public Listed/REITs
 ■ Private
 ■ User/Other

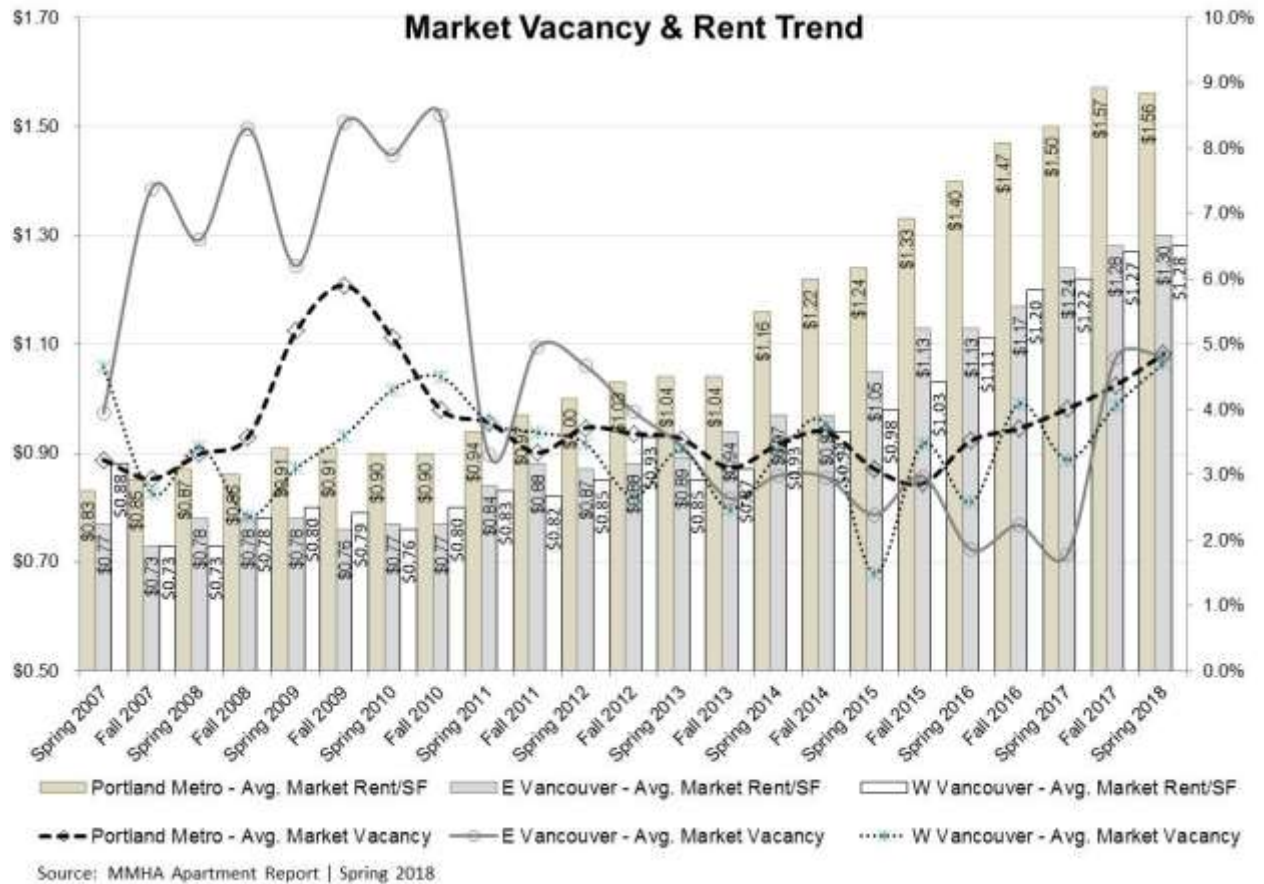


Vancouver Sub-market Apartment Market Analysis

Vacancy and rent trends for the subject's Vancouver East and competitive submarkets – Vancouver West and those in north Portland - are summarized in the following graph and tables.



East and West Vancouver Market Boundaries



Submarket Inventory (Units Surveyed)- Spring 2018

	Downtown		Inner-	Inner-	N Portland -		Vancouver	Outer NE	Metro
Floorplan	Portland	NW Portland	Central SE	Central NE	St John	Vancouver E	W	Portland	Portland
Studios	740	969	457	579	144	85	47	16	4,018
1-Bed/1-Bath	936	2,363	1,607	1,380	275	698	772	555	19,479
2-Bed/1-Bath	84	540	1,017	494	205	702	832	741	13,548
2-Bed/2-Bath	152	1,306	163	97	57	913	1,057	248	13,795
2-Bed/2-Bath TH	15	87	214	68	24	168	217	34	2,465
3-Bed/1-Bath	1	38	46	87	9	0	16	12	703
3-Bed/2-Bath	8	150	21	30	1	363	220	162	3,980
Total	1,936	5,453	3,525	2,735	715	2,929	3,161	1,768	57,988

Submarket Vacancy - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	5.7%	6.9%	5.5%	4.5%	4.2%	5.9%	4.7%	0.0%	5.8%
1-Bed/1-Bath	7.4%	6.3%	5.1%	3.9%	4.6%	4.9%	0.0%	3.2%	4.8%
2-Bed/1-Bath	2.4%	6.5%	4.7%	5.1%	1.4%	5.1%	3.4%	3.5%	4.3%
2-Bed/2-Bath	11.2%	6.8%	5.5%	7.2%	8.8%	4.6%	3.5%	4.0%	5.4%
2-Bed/2-Bath TH	20.0%	1.2%	5.1%	4.4%	0.0%	0.6%	7.1%	5.9%	3.9%
3-Bed/1-Bath	0.0%	2.6%	4.4%	0.0%	0.0%	na	0.9%	0.0%	4.8%
3-Bed/2-Bath	12.5%	6.7%	0.0%	16.7%	0.0%	6.3%	12.5%	2.5%	4.7%
Overall Average	6.9%	6.4%	5.0%	5.7%	3.9%	4.8%	4.7%	3.4%	4.9%

Submarket Rent - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	\$1,071	\$1,241	\$1,063	\$1,221	\$1,179	\$926	\$740	\$746	\$1,115
1-Bed/1-Bath	\$1,481	\$1,509	\$1,129	\$1,181	\$1,160	\$1,014	\$983	\$955	\$1,182
2-Bed/1-Bath	\$1,777	\$1,420	\$1,191	\$1,228	\$1,138	\$1,117	\$1,042	\$1,066	\$1,152
2-Bed/2-Bath	\$2,530	\$1,802	\$1,778	\$2,163	\$2,009	\$1,207	\$1,256	\$1,089	\$1,400
2-Bed/2-Bath TH	\$2,418	\$1,543	\$1,221	\$1,337	\$865	\$1,227	\$1,230	\$1,232	\$1,341
3-Bed/1-Bath	\$1,580	\$1,443	\$1,311	\$800	\$1,119	\$0	\$1,250	\$1,137	\$1,169
3-Bed/2-Bath	\$3,024	\$1,622	\$1,310	\$2,061	\$1,500	\$1,390	\$1,370	\$1,418	\$1,507
Overall Average	\$1,433	\$1,526	\$1,177	\$1,234	\$1,215	\$1,155	\$1,131	\$1,067	\$1,251

Submarket Rent/SF - Spring 2018

Floorplan	Downtown Portland	NW Portland	Inner- Central SE	Inner- Central NE	N Portland - St John	Vancouver E	Vancouver W	Outer NE Portland	Metro Portland
Studios	\$2.65	\$2.61	\$2.53	\$2.56	\$2.37	\$1.92	\$2.00	\$1.68	\$2.47
1-Bed/1-Bath	\$2.30	\$2.18	\$1.73	\$1.96	\$1.70	\$1.45	\$1.44	\$1.34	\$1.75
2-Bed/1-Bath	\$2.21	\$1.61	\$1.39	\$1.51	\$1.41	\$1.25	\$1.25	\$1.21	\$1.34
2-Bed/2-Bath	\$2.39	\$1.78	\$1.67	\$2.06	\$2.12	\$1.21	\$1.21	\$1.11	\$1.39
2-Bed/2-Bath TH	\$2.04	\$1.47	\$1.30	\$1.46	\$0.89	\$1.24	\$1.18	\$1.06	\$1.29
3-Bed/1-Bath	\$1.66	\$1.44	\$1.18	\$0.74	\$1.17	na	\$1.47	\$0.93	\$1.14
3-Bed/2-Bath	\$2.60	\$1.33	\$1.24	\$1.69	\$1.68	\$1.21	\$1.12	\$1.26	\$1.27
Overall Average	\$2.43	\$2.07	\$1.69	\$1.96	\$1.75	\$1.30	\$1.28	\$1.24	\$1.56

Survey Date	Portland Metro Submarket (All Ages)			E Vancouver Subregion (All Ages)			W Vancouver Subregion (All Ages)		
	Vacancy	Market Rent	Market Rent/SF	Vacancy	Market Rent	Market Rent/SF	Vacancy	Market Rent	Market Rent/SF
Fall 2005	5.9%			5.1%			6.6%		
Spring 2006	3.9%	\$666	\$0.79	2.6%	\$554	\$0.80	6.8%	\$614	\$0.68
Fall 2006	3.4%	\$711	\$0.83	3.3%	\$684	\$0.81	3.9%	\$675	\$0.71
Spring 2007	3.2%	\$691	\$0.83	2.6%	\$584	\$0.81	4.7%	\$772	\$0.88
Fall 2007	2.9%	\$689	\$0.85	2.1%	\$591	\$0.88	2.7%	\$665	\$0.73
Spring 2008	3.3%	\$720	\$0.87	1.3%	\$607	\$0.87	3.4%	\$671	\$0.73
Fall 2008	3.6%	\$720	\$0.86	1.0%	\$609	\$0.90	2.4%	\$713	\$0.78
Spring 2009	5.2%	\$739	\$0.91	2.8%	\$637	\$0.87	3.1%	\$709	\$0.80
Fall 2009	5.9%	\$750	\$0.91	3.0%	\$689	\$0.95	3.6%	\$723	\$0.79
Spring 2010	5.1%	\$743	\$0.90	1.9%	\$684	\$0.99	4.3%	\$694	\$0.76
Fall 2010	4.0%	\$764	\$0.90	3.5%	\$739	\$0.90	4.5%	\$755	\$0.80
Spring 2011	3.8%	\$775	\$0.94	3.6%	\$721	\$0.93	3.8%	\$729	\$0.83
Fall 2011	3.3%	\$780	\$0.97	3.1%	\$755	\$0.96	3.7%	\$765	\$0.82
Spring 2012	3.7%	\$831	\$1.00	3.8%	\$853	\$1.17	3.5%	\$785	\$0.85
Fall 2012	3.6%	\$846	\$1.03	3.5%	\$723	\$0.97	2.7%	\$771	\$0.93
Spring 2013	3.6%	\$851	\$1.04	2.5%	\$770	\$1.13	3.4%	\$806	\$0.85
Fall 2013	3.1%	\$881	\$1.04	2.2%	\$835	\$1.08	2.5%	\$818	\$0.87
Spring 2014	3.5%	\$948	\$1.16	2.3%	\$1,007	\$1.34	3.3%	\$851	\$0.93
Fall 2014	3.7%	\$993	\$1.22	2.7%	\$1,094	\$1.41	3.8%	\$882	\$0.94
Spring 2015	3.1%	\$1,019	\$1.24	2.3%	\$1,164	\$1.59	1.5%	\$908	\$0.98
Fall 2015	2.9%	\$1,065	\$1.33	2.7%	\$1,032	\$1.51	3.5%	\$963	\$1.03
Spring 2016	3.5%	\$1,126	\$1.40	2.3%	\$1,300	\$1.64	2.6%	\$1,028	\$1.11
Fall 2016	3.7%	\$1,162	\$1.47	3.7%	\$1,255	\$1.84	4.1%	\$1,087	\$1.20
Spring 2017	4.0%	\$1,194	\$1.50	1.6%	\$1,097	\$1.65	3.2%	\$1,167	\$1.22
Fall 2017	4.4%	\$1,251	\$1.57	4.0%	\$1,155	\$1.71	4.1%	\$1,169	\$1.27
Spring 2018	4.9%	\$1,251	\$1.56	3.9%	\$1,215	\$1.75	4.7%	\$1,131	\$1.28
Change (6-month)	0.5%	\$0	-\$0.01	-0.1%	\$60	\$0.04	0.7%	-\$37	\$0.01
Change (Y/Y)	0.8%	\$57	\$0.06	2.3%	\$118	\$0.10	1.5%	-\$36	\$0.06
Average Vacancy (5 yrs)	3.7%			2.8%			3.3%		
Average Vacancy (since 2006)	3.8%			2.7%			3.6%		
% Rent Change (6-month)		0.0%	-0.6%		5.2%	2.3%		-3.2%	0.8%
% Rent Change (Y/Y)		4.8%	4.0%		10.8%	6.1%		-3.1%	4.9%
Average Annual Rent Increase (5 yrs)		8.4%	10.0%		9.1%	12.4%		7.7%	9.4%
Average Annual Rent Increase (10 yrs)		7.4%	8.1%		10.0%	9.4%		5.9%	6.4%

Source: MMHA Apartment Report / Spring 2018

Future Apartment Development

Future development planned for the subject's East Vancouver submarket as well as the West Vancouver submarket is summarized in the following table based on CoStar and other data sources. Shown are complexes added since 2017.

E Vancouver & W Vancouver

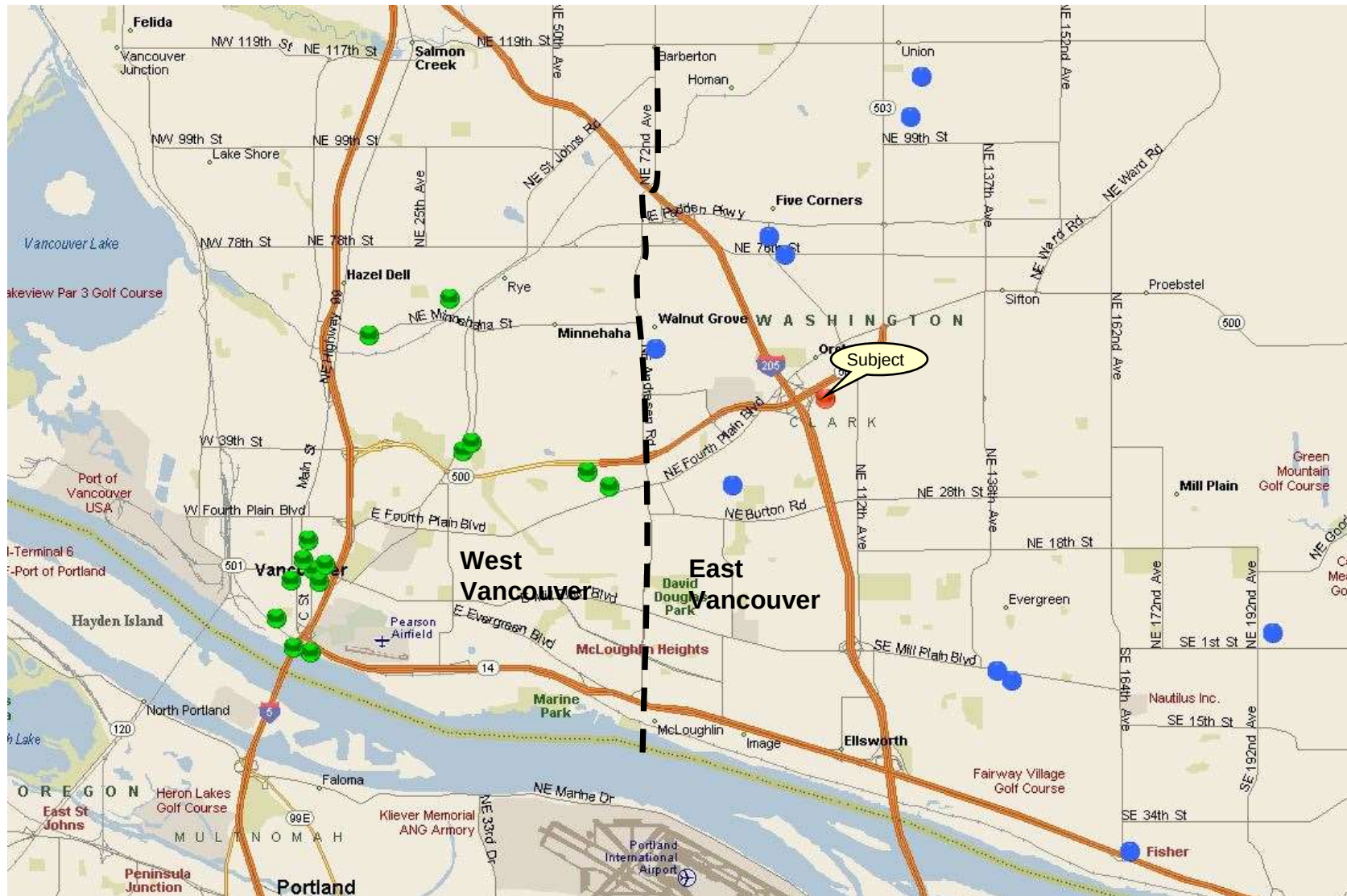
Under Construction/Proposed

Status: C= Complete; UC = under construction; X = planned

Zip	Status	Units	Stories	Type	Property name	Year	Address	Developer
East Vancouver								
98607	C	126	3	Market	Trio Pointe	2017	19600 NE 3rd St	Cedar Coast Properties Ltd.
98662	C	9	2	Market		2017	7600 NE 31st Cir	Ginn Development
98662	C	14	2	Market	Covington Manor	2017	9702 NE 76th St	
98682	C	120	3	Market	Union Park Apartments	2017	11803 NE 124th Ave	Timberland Construction
98682	C	320	2	Market	Highland Crossing	2017	11806 NE 122nd Ave	IDM Apartments
98684	C	156	2	Market	Four Seasons Central	2018	11611 NE Angelo Drive	
98607	UC	114	3	Market	Trio Pointe - Phase II	2018	19600 N 3rd St	Cedar Coast Properties Ltd.
98682	UC	12	2	Market	Highland Crossing - Phase II	2018	11806 NE 122nd Ave	IDM Apartments
98683	UC	24	2	Market	Fishers View	2018	16502 SE 39th St	
98684	X	142		Market	The Landing at Vancouver Retirement Comm	2020	13910 SE Mill Plain	Hawthorn Development
98684	X	250		Market	The Landing at Vancouver Phase II	2020	100 SE Olympia Dr	Hawthorn Development
West Vancouver								
98660	C	92	4	Affordable	13 West Apartments	2017	1314 Columbia St	
98661	C	20	2	Affordable		2017	4105 NE St Johns Rd	
98661	C	43	4	Affordable	Isabella Court	2017	3112 NE 62nd Ave	
98663	C	18	3	Market	Herby	2017	1510 C St	
98663	C	48	2	Market	Midtown	2017	513 E 16th St	WDC Properties
98665	C	71	2	Market	StoneBridge Crossing	2017	2301 E 81st St	Integrity Structures LLC
98685	UC	4	2	Market	Kineline Townhomes - 4 Plex	2018	11229 NE 14th Ct	
98685	UC	6	2	Market	Kineline Townhomes 6-Plex	2018	11213 NE 14th Ct	
98686	UC	124	4	Market	134th Street Lofts	2018	2220 NE 134th St	Dean Kirkland Development
98660	UC	49	4	Affordable	Our Heroes Place	2018	412 E 13th St	Prestige Development
98660	UC	64	6	Affordable	Block 6	2018	100 SE Columbia Way	Gramor Development
98660	C	166	6	Market	Uptown Apartments	2018	1700 Main St	Cascadia Development Partners
98660	UC	192	10	Affordable	Block 8	2018	701 W Columbia Way	Gramor Development
98660	X	261	17	Affordable	Block 11	2018	100 SE Columbia Way	Gramor Development
98660	X	308	21	Affordable	Block 17	2018	100 SE Columbia Way	Gramor Development
98661	C	19	2	Market	Villa's at Walnut Park	2018	5806 NE 72nd Ave	
98661	UC	20	3	Market	34th Street Apartments	2018	5750 NE 34th St	
98663	UC	30	4	Market	Hamilton	2018	2000 Broadway St	
98663	C	35	3	Market	Cherry Hill Apartments	2018	3100 NE Cherry Rd	
98665	UC	64	2	Market	StoneBridge Crossing - Phase II	2018	2301 NE 81st St	Integrity Structures LLC
98665	C	126	3	Market	Arcadia Crossing	2018	2911 NE 68th St	
98660	X	125	6	Market	The Esther	2019	562 W 6th St	Cascadia Development Partners
98660	X	223	18	Affordable	Block 13	2019	100 SE Columbia Way	Gramor Development
98660	X	224	18	Affordable	Block 10	2019	100 SE Columbia Way	
98660	X	295	15	Affordable	Block 5	2019	100 SE Columbia Blvd	
98660	X	304	14	Market	Hotel Indigo	2019	100 SE Columbia Way	
98660	X	309	16	Affordable	Block 7	2019	100 SE Columbia Way	Gramor Development
98660	X	343	22	Affordable	Block 20	2019	100 SE Columbia Way	
98660	X	498	20	Affordable	Block 21	2019	100 SE Columbia Way	Gramor Development
98660	X	251		Affordable	Block 3	2020	100 SE Columbia Way	Gramor Development
98660	X	361	22	Affordable	Block 18	2020	100 SE Columbia Way	

5,980

Source: CoStar & other sources



Under Construction and Proposed (Conventional MF)

Delivery Timing

Within the greater Vancouver market there are 12 projects that were recently complete (2017 or early 2018 with 1,037 unit), 12 projects under construction (702 units) and 14 proposed projects (3,894 units). The combined projects under construction or planned contain an estimated 4,596 units in 26 projects, excluding the subject.

Delivery Timing - Unit Count

	2017	2018	2019	2020	Total
Recently Completed	881	156			1,037
Under Construction		702			702
Proposed		569	2,321	1,004	3,894
Total	881	1,427	2,321	1,004	5,633

Delivery Timing - Project Count

	2017	2018	2019	2020	Total
Recently Completed	11	1			12
Under Construction		12			12
Proposed		2	8	4	14
Total	11	15	8	4	38

In the subject's primary market there were six recently completed complexes with 745 units, another three under construction with 150 units, and two planned with 392 units.

Delivery Timing - Unit Count/East Vancouver

	2017	2018	2019	2020	Total
Recently Completed	589	156			745
Under Construction		150			150
Proposed				392	392
Total	589	306		392	1,287

Delivery Timing - Project Count/East Vancouver

	2017	2018	2019	2020	Total
Recently Completed	5	1			6
Under Construction		3			3
Proposed				2	2
Total	5	3		2	10

In 2017, the combined East and West Vancouver submarket absorbed roughly 675 units. The absorption rate through the first quarter 2018 is nearly 190 units, indicating a similar annual rate of absorption for the year.

Assuming the submarket absorbs a similar amount in 2018, vacancy should remain flat with possible increases in 2019 and 2020 depending on the number of units actually delivered. As more units are delivered, it is likely a good portion of the proposed pipeline will be delayed or eliminated softening the potential of major vacancy issues.

Summary

The apartment sales market in the greater Portland area has benefited from a remarkable combination of favorable conditions in the last six to seven years: rapid rent growth, lots of in-migrations, low unemployment, very low interest rates, limited supply of new units, as well as favorable national publicity, all of which has given rise to exploding demand and rapidly increasing prices. However, the close to ideal circumstances experienced over the past several years are beginning to change, and the market is showing early signs of returning to a more normal balance between supply and demand. It is expected that rent growth, particularly for new Class A construction, will trend lower over the next few years as all of the new inventory is delivered.

Based on the latest new unit forecasts, we predict the regional and local submarket vacancy should increase over the next two to three years then fall back to a more long-term pattern. This spike will moderate rent growth, as existing properties face increased competition and new properties use lease-up concessions to fill their units. This may cause some of the planned projects to delay their timelines.

Apartment investment volumes were up in 2017 compared to 2016. Values should continue to increase, although at a more moderate rate as rent growth slows, capitalization rates remain flat and operating expenses continue to increase.

Submarket Demand

Following is an alternative method for determination of regional demand. Recent and projected job and population growth is focused on the urban core areas of the region, primarily around Vancouver for this portion the greater Portland Metro area. Proposed construction in Clark County is concentrated around the Vancouver CBD and will likely be mixed income and will include income restricted units with the city participating in developer selection. Concessions are typically offered on a case by case basis, most commonly during lease-up as well as some difficult to lease units.

Looking at the past four years, net absorption in Clark County has averaged about 665 units annually as reported by CoStar. The subject's

East Vancouver submarket has historically represented about 60% of the net new market rate absorption (or 400 units) of this demand. This rate is also supported by population growth. The typical ratio of apartment demand per population change is between 17 and 18/unit. Looking forward past 2017, new construction and planned construction will hover around 400 units/year based on the planned inventory described above. This model also assumes regional absorption stays about the same based on population change and historic absorption rates.

		Forecast	Forecast	Forecast	Comments/Source
Demand Forecast		2018	2019	2020	
Current Inventory	28,031				CoStar
Current Occupied Units	26,489				CoStar
Current Occupancy	94.5%	400	400	400	Based on unit/pop chg
Forecast Unit Demand		26,889	27,289	27,689	
Forecast Supply					
Mkt Units Under Construction & Proposed		397	429	392	CoStar
Forecast Inventory		28,428	28,857	29,249	
Forecast Market Occupancy Rate		94.6%	94.6%	94.7%	Forecast Demand/
Forecast Vacancy Rate		5.4%	5.4%	5.3%	Forecast Inventory

Applying these base assumptions without any attrition rate to planned units (not already under construction), the overall vacancy rate would average between 5% and 5.5% between now and 2020. These are very rough estimates but do show that current development in the pipeline for the East Vancouver submarket is modest compared to its overall size. While there is some risk the regional market is softening in the coming two to three years, the greater Vancouver market should be somewhat sheltered from larger regional trends.

This area will always be primarily homeowner centric, but demand for apartments should continue to improve as the area matures and more households to rent by choice. Also, pricing in more urban portions of the Portland Metro market has increased significantly over the past four years. This helps encourage living in lower priced suburban locations. Clark County's location is also unique being in Washington with no State income tax and near Oregon with no sales tax, a locational advantage. Overall, the neighborhood is expected to see increased development interest based on zoning, available sites, land prices and in place infrastructure and reasonable access. Overall, the local area apartment market is expected to remain stable over the mid to long term.

Market Area Demographics

Market Area Demographics

Introduction

For a multifamily project to succeed, sufficient demand must exist within the target market. There must be a sufficient number of households with the propensity to live in a rental apartment and have the required income to afford the unit. The following demand analysis identifies the subject's appropriate market area and target market.

PMA Identification

The primary market area (PMA) is the geographic area that provides the majority of renter household demand to support a multifamily rental project. This area is influenced by a number of factors including property type, accessibility, physical barriers, location of competing facilities, and limitations of driving time or distance.

Discussions with several of the senior rental communities described in this analysis stated that most senior residents are drawn from the local Vancouver area. One of the primary reasons is a desire to stay in their home area where they have an established support network of friends, family, church, other social connections, etc.

For this analysis, the East Vancouver market area as described by MMHA is considered the subject primary market. This is loosely described by seven zip codes that comprise portions of Vancouver and Clark County situated east of NE Andresen Road. This area shares similar socio economic characteristics and is a representative approximation of the greater competitive East Vancouver apartment market used by local market data providers. This area is illustrated in the following map.

**Primary Market Area
(PMA)**



Secondary Market Area (SMA)

The subject's secondary market area (SMA) is expanded to include the West Vancouver market area. This includes the balance of Vancouver including the CBD and portions of Clark County.

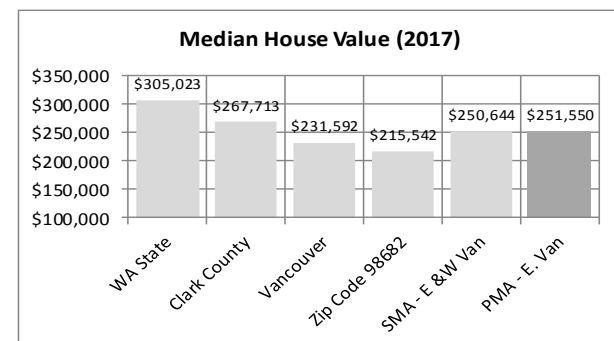
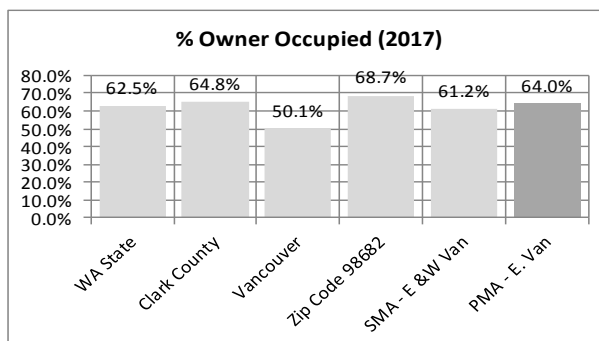
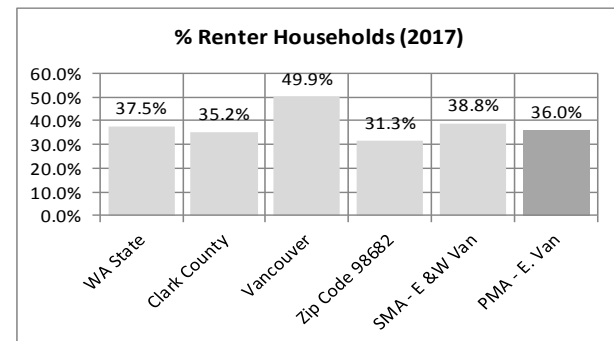
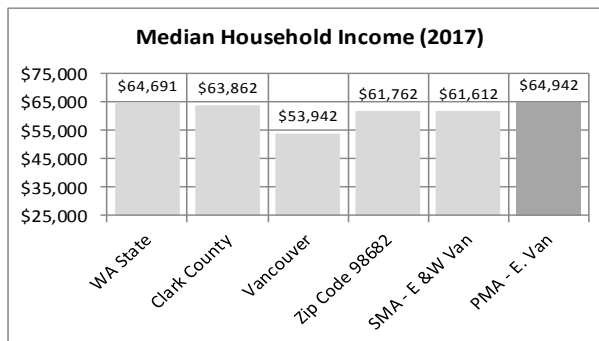
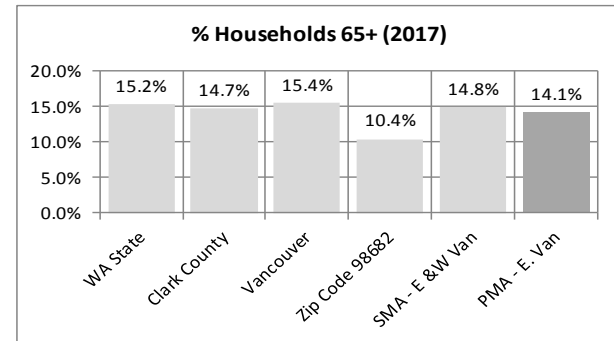
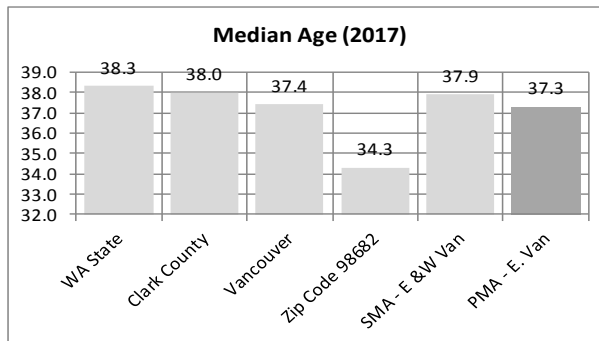
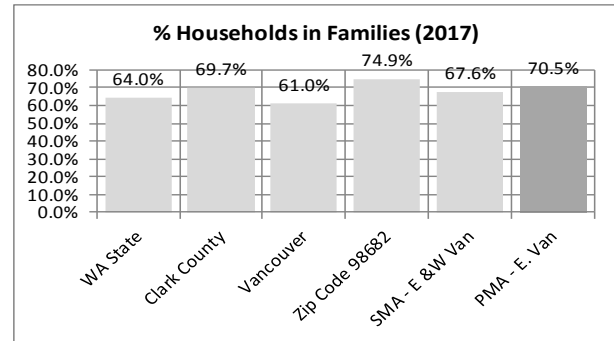
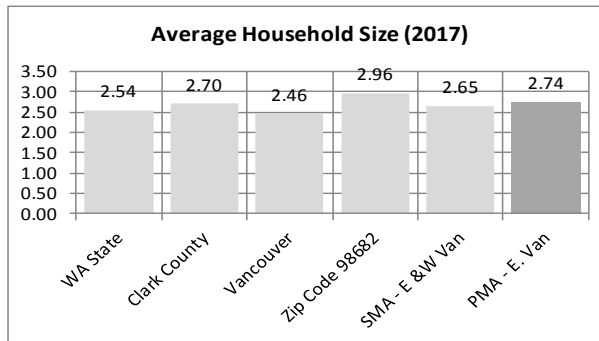


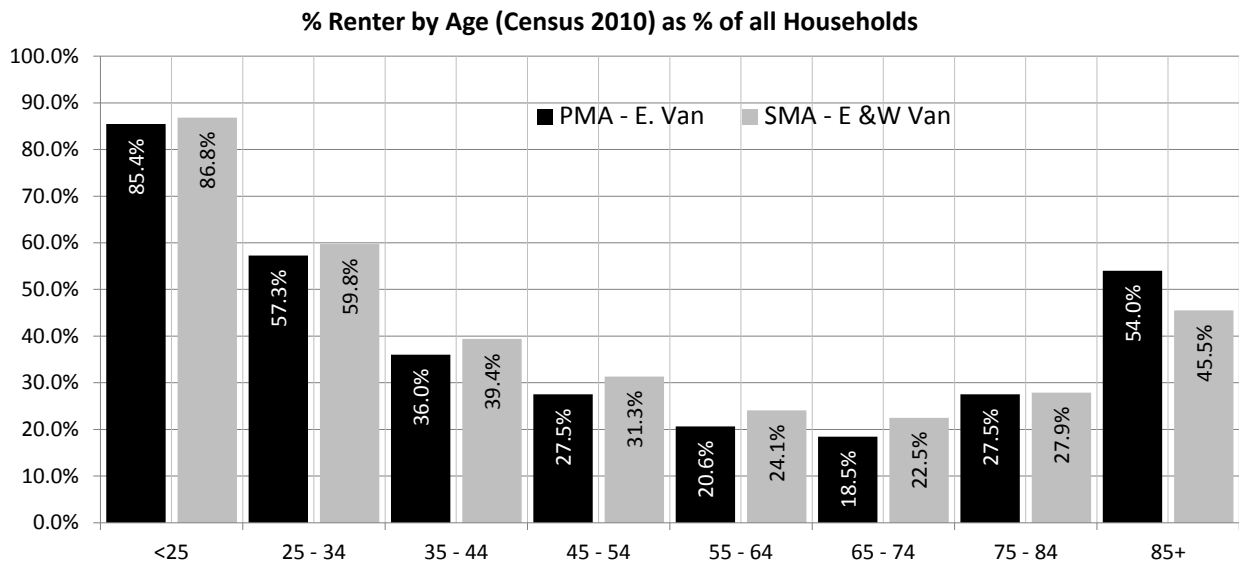
DEMOGRAPHIC PROFILE
2000 & 2010 Census, 2017 Estimates & 2022 Projections

	WA State	Clark County	Vancouver	Zip Code 98682	SMA - E &W Van	PMA - E. Van
POPULATION						
2000 Census Population:	5,894,121	345,238	144,877	43,380	279,782	162,639
2010 Census Population:	6,724,540	425,363	161,807	53,524	336,576	201,998
2017 Estimated Population:	7,311,450	470,604	176,712	59,879	371,285	223,092
2022 Projected Population:	7,733,706	504,392	188,271	64,297	397,537	238,924
Annual Growth (2000 to 2010):	1.3%	2.1%	1.1%	2.1%	1.9%	2.2%
Annual Growth (2017 to 2022):	1.1%	1.4%	1.3%	1.4%	1.4%	1.4%
HOUSEHOLDS						
2000 Census Households:	2,271,398	127,208	56,967	14,607	104,955	59,182
2010 Census Households:	2,620,076	158,099	65,702	18,186	127,712	74,324
2017 Estimated Households:	2,823,946	172,710	71,115	20,146	139,211	81,091
2022 Projected Households:	2,980,190	184,577	75,646	21,586	148,625	86,574
Annual Growth (2000 to 2010):	1.4%	2.2%	1.4%	2.2%	2.0%	2.3%
Annual Growth (2017 to 2022):	1.1%	1.3%	1.2%	1.4%	1.3%	1.3%
FAMILY HOUSEHOLDS						
2010 Census Households:	1,687,455	110,672	40,250	13,701	86,700	52,596
2017 Estimated Households:	1,808,598	120,441	43,354	15,080	94,112	57,154
2022 Projected Households:	1,904,102	128,515	45,961	16,107	100,299	60,917
PERCENT HOUSEHOLDS IN FAMILIES						
2010 Census Households:	64.4%	70.0%	61.3%	75.3%	67.9%	70.8%
2017 Estimated Households:	64.0%	69.7%	61.0%	74.9%	67.6%	70.5%
2022 Projected Households:	63.9%	69.6%	60.8%	74.6%	67.5%	70.4%
PERCENT HOUSEHOLDS IN SINGLE PARENT FAMILIES WITH CHILDREN						
2010 Census Households:	15.2%	16.4%	18.7%	18.9%	17.2%	16.7%
MEDIAN AGE						
2010 Census Households:	37.2	36.7	35.9	32.9	36.6	36.1
2017 Estimated Households:	38.3	38.0	37.4	34.3	37.9	37.3
2022 Projected Households:	39.0	38.5	38.1	34.6	38.4	37.6
PERCENT AGE 65+						
2010 Census Households:	12.3%	11.4%	12.4%	7.8%	11.5%	11.2%
2017 Estimated Households:	15.2%	14.7%	15.4%	10.4%	14.8%	14.1%
2022 Projected Households:	17.5%	16.7%	17.3%	12.0%	16.7%	16.0%
HOUSEHOLD SIZE						
2010 Census:	2.51	2.67	2.43	2.93	2.61	2.70
2017 Estimated:	2.54	2.70	2.46	2.96	2.65	2.74
2022 Projected:	2.54	2.71	2.46	2.97	2.66	2.75
INCOME						
Per Capita Income (2017):	\$34,984	\$31,538	\$29,048	\$25,983	\$31,213	\$31,497
Average Household Income (2017):	\$89,343	\$85,339	\$71,509	\$76,819	\$82,674	\$86,141
Median Household Income (2017):	\$64,691	\$63,862	\$53,942	\$61,762	\$61,612	\$64,942
OWNER HOUSEHOLDS						
2017 Owner Households:	1,765,494	111,890	35,654	13,846	85,253	51,916
Tenure (% Owner)	62.5%	64.8%	50.1%	68.7%	61.2%	64.0%
Median Owner Occupied Value (2017):	\$305,023	\$267,713	\$231,592	\$215,542	\$250,644	\$251,550
Average Owner Occupied Value (2017):	\$379,739	\$326,613	\$279,271	\$249,567	\$306,112	\$310,759
RENTER HOUSEHOLDS						
2010 Census Renter Households:	946,156	54,096	32,260	5,464	48,158	25,930
2017 Estimated Renter Households:	1,058,452	60,820	35,460	6,300	53,958	29,175
2022 Projected Renter Households:	1,123,254	65,278	37,868	6,854	57,860	31,256
Annual Growth (2017 to 2022):	1.2%	1.5%	1.4%	1.8%	1.4%	1.4%
TENURE (% RENTER)						
2010 Census:	36.1%	34.2%	49.1%	30.0%	37.7%	34.9%
2017 Estimated:	37.5%	35.2%	49.9%	31.3%	38.8%	36.0%
2022 Projected:	37.7%	35.4%	50.1%	31.8%	38.9%	36.1%

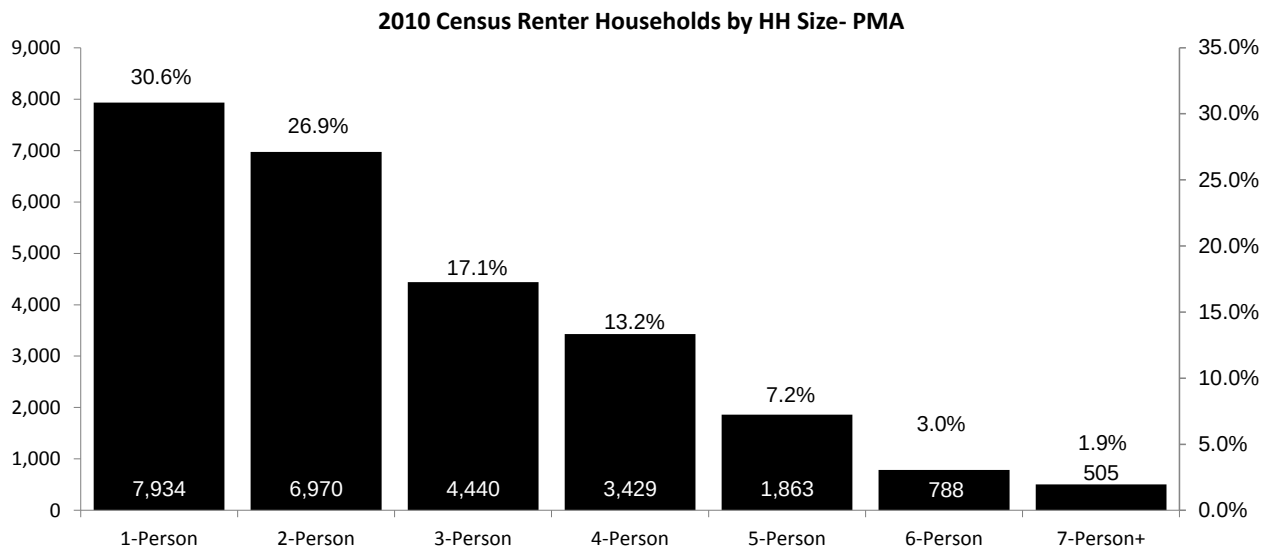
Source: STBD

Demographics	The following demographic estimates and forecast are based on US Census data compiled and aggregated by ESRI as viewed on STBD.com. A summary demographic profile of the subject's primary market area (7 Zip Codes), county, city, county, zip code 98862 containing the subject, the combined East & West Vancouver markets (secondary market area), and state is provided on the previous table.
POPULATION	Currently there are an estimated 223,092 people within the subject's primary market area (PMA) and this figure is forecast to grow to 238,924 by 2022, representing an annual growth of 1.4% and an average growth of 3,166 people per year.
HOUSEHOLD SIZE	Population can be broken down into households – i.e. the number of related or unrelated people who live in one housing unit. Currently, there are an estimated 81,091 households within the PMA and this figure is forecast to grow to 86,574 by 2022, representing an annual growth of 1.3% and an average growth of 1,097 households per year.
AVERAGE HOUSEHOLD SIZE	The average household size in the PMA is 2.74 compared with 2.70 countywide. As such, PMA households tend to have slightly larger households on average than is typical for the county.
% FAMILY HOUSEHOLDS	The percentage of households in families in the PMA is 70.5% compared with 69.7% countywide. As such, the PMA is composed of more related households on average than is typical for the county.
% SINGLE PARENT HOUSEHOLDS WITH CHILDREN	The percentage of single parent households with children in the PMA is 16.7% compared with 16.4% countywide. PMA households are composed of less single parent households with children than is typical for the county.
% HOUSEHOLDS AGE 65 PLUS	The percentage of households with a head of household age 65 or older is 14.1% in the PMA compared with 14.7% countywide.
HOUSEHOLDS BY AGE & PROPENSITY TO RENT	In subject's PMA, renter households account for 34.9% of all households according to the 2010 Census. The 2010 Census living pattern reflected by distribution of renters by age is shown in the following table.





As shown, in the subject's PMA the highest concentration of renters by age is those under age 25 with 85.4% of all households in this age category renting. This concentration steadily drops off as one gets older and is more likely to own their home if age 45 to about 64. Then the propensity to rent begins to reverse with those over age 65. Overall, it is residents under age 35 and seniors that represent the majority of renters.



The majority of renter households (74.6%) reflect household sizes no larger than 3 persons. In fact, over 55% of renter households are one or two-person households.

Highest & Best Use

Highest & Best Use

“Highest & Best Use” is defined by the Appraisal Institute as:

1. *The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)*

Source: The Dictionary of Real Estate Appraisal, Sixth Edition. Chicago: Appraisal Institute, 2015.

As If Vacant

LEGALLY PERMISSIBLE

Private restrictions, zoning, building codes, historic district controls, and environmental regulations determine those uses legally permissible on a site. To our knowledge, no existing private restrictions or historical district controls encumber the subject site.

The local building code and, particularly, the zoning development standards provide description of what may be done on the site. The site is zoned General Commercial by the City of Vancouver. This zoning allows for a variety of commercial or mixed-use developments with no density limits.

PHYSICALLY POSSIBLE

Size, shape, terrain, accessibility, and availability of utilities affect the uses under which a property can be developed. Both the subject and the Donation are level. The subject includes paved areas that will be removed and restored to a natural state, a new parking area will be added for Kevanna Park, and a path will be constructed from the parking area to the existing park entrance. The subject has a total of 25,235 sq ft and has an irregular shape. It is a narrow, long parcel and the shape is considered a limiting factor unless combined with a neighboring parcel. It is adjacent to a proposed 170-unit apartment complex and is desired as a parking area for this proposed complex.

The Donation is undeveloped and forested. It shares a boundary with the park and fronts on a portion of Burnt Bridge Creek. Setbacks from the creek impact an estimated 43,800 sq ft of that site, leaving about 39,835 sq ft of site area not in the setback area of Burnt Bridge Creek. It is further impacted by a wetland. The wetland appears completely within the setback area from Burnt Bridge Creek, but has a setback of its own leaving only a small corner of the parcel usable. The Vancouver Municipal Code provides some protection for the owner allowing for an economic use, determined on a case-by-case basis and specific study. This is beyond the scope of this appraisal. This parcel is adjacent to Kevanna Park, and the highest and best use is considered parkland. However, this is a non-economic use and cannot be used for valuation. If the market does support an economic use, then economic mitigation may be applied for under provision provided by the municipal code. The code also provides for use of the entire site for massing. Land use along the north side of NE 51st Circle include government offices, east of the subject are some private and retail commercial uses, and beyond that are multifamily uses. The subject and adjacent parcels are currently proposed for a 170-unit senior apartment project, Affinity at Vancouver, with proposed density to a density of 21.9 units/acre. A commercial or multifamily use is considered the highest and best use of the Donation parcel for valuation, applied to a reduced (usable and undefined) site area. The degree of mitigation is done by adjusting for open space

**FINANCIALLY
FEASIBLE &
MAXIMALLY
PRODUCTIVE**

Feasibility is indicated by construction trends in the vicinity and current market conditions. All uses that are expected to produce a positive return are regarded as financially feasible. When development options are available, a determination must be made as to which feasible use is the maximally profitable use.

The apartment market in some parts of the greater Portland / Vancouver / Hillsboro Metro market now have the highest vacancy levels recorded since consistent surveys were initiated in 2006. Most of these areas are in or adjacent to the Portland CBD. The high vacancy levels are the result of the high volumes of new construction not market weakness, and the market remains strong. Once the current inventory of units added to this market are worked off, it is anticipated to resume its previous strength. The subject's location in the East Vancouver market remains a strong market location. Given its location, the highest and best use as vacant for valuation is for commercial use most likely multifamily residential.

Land Valuation

Land Valuation

Introduction

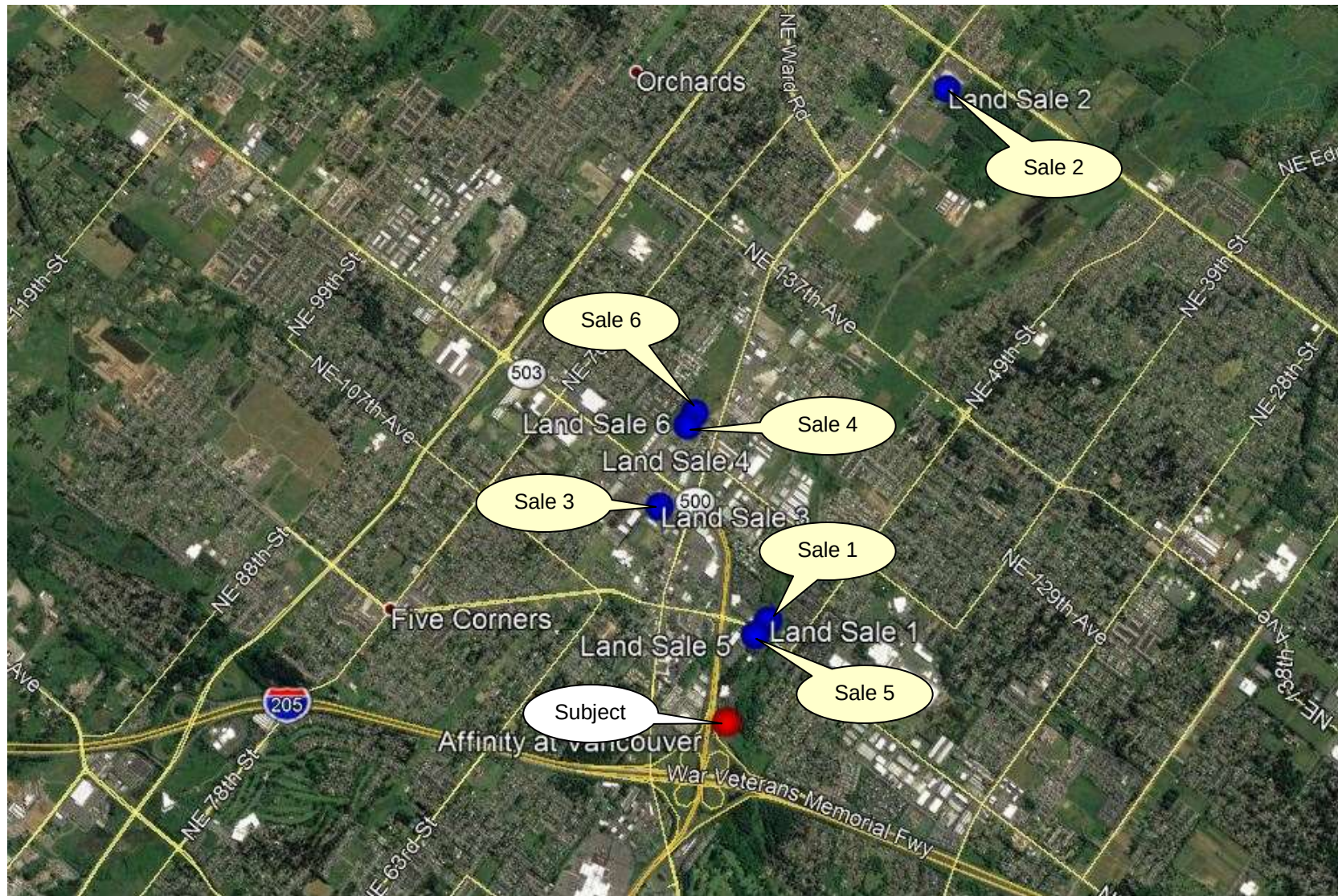
Market value of the land is estimated as if vacant and available for development to its highest and best use, concluded earlier as development with a mixed-use apartment project. The Donation parcel is adjusted for the environmental impacts imposed by Burnt Bridge Creek and wetlands with the knowledge that these impacts cannot remove an economic alternative.

The following section provides a summary of pertinent details for the comparable sales selected for the subject. The subject is zoned General Commercial. This classification allows for commercial developments with no density limit. The sales selected represent recent available transactions and provide good indicators of value for both the subject and the Donation.

The value of land is strongly influenced by its potential highest and best use. Therefore, it is customary to value land as though unimproved and available for development to incorporate a use that would justify the highest price and the greatest net return. Sales of unimproved land similar to the subject site are investigated, and the most appropriate transactions are analyzed and compared to the subject. As discussed in the Highest & Best Use section, the highest and best use of the subject site as if vacant is for some form of commercial or mixed-use multifamily. For the Donation, the highest and best use is considered to be for expansion of Kevanna Park; however, this is not an economic use and it is valued the same as the subject adjusted for the wetland mitigation, setbacks, and compromised utility.

Comparable Land Sales

A summary of pertinent sales comparison data considered most relevant to the valuation of the subject is presented on the following pages, along with a map that highlights the comparison sales' location relative to the subject. We analyzed five sales and one listing of comparable properties in the subject neighborhood.



Land Sale Map

Land Sales Comparison Plat Maps

Sale 1



Sale 2

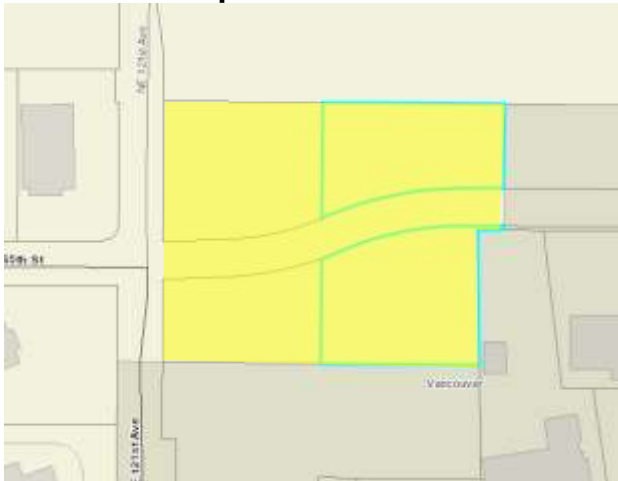


Sale 3



Land Sales Comparison Plat Maps

Sale 4



Sale 5



Sale 6



LAND SALE COMPARISONS

No.	Name/Address	Sale Date	Zoning	Sq. Ft./ Acres	Sale Price/ Cash Price	Price/ Unit	\$/SF	Dist to Subject	Comments
1	Commercial Parcel 112xx NE 112th Avenue Vancouver, WA APN: 157525-034	Aug-18	CC Community Commercial	15,246 0.35	\$185,000	NA	\$12.13	0.4 Miles	Adjacent to small strip center with 7/Eleven. No environmental problems. NE 51st St separates it from Burnt Bridge Creek.
2	Mixed Use Site NE 162nd Ave & Fourth Plain Blvd Vancouver, WA APN: 159145-005	Jun-18	LI Light Industrial	71,438 1.64	\$464,350	NA	\$6.50	2.9 Miles	Zoned LI but part of Sifton Commerce Center plat. Adjacent land uses are all commercial with same LI zoning.
3	Commercial Parcel 11408 NE Rosewood Avenue Vancouver, WA APN: 157501-000, -015 & -020	Mar-18	GC General Commercial	53,578 1.23	\$280,000	NA	\$5.23	0.9 Miles	Corner lot. Surrounding uses are industrial or auto repair oriented.
4	Commercial Parcel NE 65th St & NE 121st Ave Vancouver, WA APN: 158337-000 & 158369-000	Oct-16	GC General Commercial	138,085 3.17	\$800,000 Include \$800,000	NA Off-site cost	\$5.79	1.2 Miles	In county but zoning is the same as city. Road bisects parcel & improvement cost integrated into future plans. No off adjustment made.
5	Farmers Ins Site 11112 NE 51th Circle Vancouver, WA APN: 159841-000	Oct-14	GC General Commercial	43,996 1.01	\$285,000	NA	\$6.48	0.4 Miles	At intersection of NE 51st Circle & NE 112th Ave. Now improved with an office building
6	Commercial Parcel 6516 NE 124th Avenue Vancouver, WA APN: 159145-005	Listing	GC General Commercial	38,333 0.88	\$550,000 \$200,000 \$350,000	NA Off-site cost	\$9.13	1.3 Miles	On market for 1 day. 1/2 street road extension required. Broker anticipates price \$150 -\$200K less than list price
Subject 10500 NE 51st Circle Vancouver, WA		Appr.	CG General Commercial	25,235 0.58	\$230,000	NA	\$9.11		
Donation 10601 NE 51st Circle Vancouver, WA				83,635 1.92	\$210,000	NA	\$2.51		

Source: Property owners, public records, brokers. Analysis by Kidder Mathews Valuation Advisory Group

The sales all have zoning considered similar to the subject. These are considered the best comparisons for the subject. The subject and all comparisons are assumed to be purchased or have been purchased for future development. The most likely development plans would include some form of commercial use. Each of the comparisons is analyzed by the price per square foot the most common indicator of value for properties of similar value and utility when compared with the subject.

SUBJECT SITE The subject contain 0.58 acres It is a portion of the paved right-of-way of NE 51st Circle and part of the undeveloped interior of the circle drive. The Donation is a 1.92 acre site with a truncated triangular shape and impacted by some environmental issues.

SALE 1 The first comparison is considered the best comparison for the subject. It is located just east of the intersection of NE 112th Avenue and NE 51st Street less than ½ mile east of the subject. The location of this sale has greater visibility. The adjacent use on the corner west of the sale is a 7/Eleven store and immediately north is a Dutch Brothers coffee/restaurant store currently under construction. The Dutch Brothers parcel and this sale were originally marketed together. Together these two parcels contain 35,719 sq ft. The Dutch Brothers site with 20,473 sq ft is now under contract for \$1,263,000, a turnkey sale of an improved site. The comparison contains 15,246 sq ft and sold for \$185,000, closing in August 2018. The sale is equivalent to \$12.13/sq ft. Adjustment is needed for its superior exposure and shape when compared to the subject. When compared to the Donation, adjustment is needed for environmental impacts.

SALE 2 Sale 2 is a recent sale of a parcel located north of the subject. It is zoned for light industrial use but neighboring land use is all commercial, on parcels with the same LI zoning. Uses include a McDonald's restaurant, an eye clinic, and a credit union. According to the broker, it was marketed as a commercial site and it is within a commercial plat, Sifton Commerce Center. The sale is level, is removed from direct street frontage on Fourth Plain Boulevard (SR-500), and contain 1.64 acres. The property is in a business park and the zoning allows for some commercial uses such as those that exist. According to the broker, the site is planned for a medical/recreation center. A use allowed in the subject's zoning. The site sold for \$464,350 and has 71,438 sq ft of site area, equivalent to \$6.50/sq ft. A small adjustment is considered appropriate for the subject's superior zoning.

- SALE 3** Comparison 3 is zoned General Commercial, the same as the subject. This is a corner lot that is surrounded by industrial uses or low level commercial uses such as car repair services. These uses are considered to distract from the sale. The site is level and contains 53,578 sq ft in three adjacent tax parcels. Future plans for the site are as a car lot, consistent with surrounding uses. The site contains 138,085 sq ft, larger than the subject and adjustment is considered for size. It sold in March 2018 for \$280,000, equivalent to \$5.23/sq ft of site area. The site is currently undeveloped. Adjustment is considered for the surrounding land use and the proposed use of this site.
- SALE 4** Land Sale 4 is actually located in Clark County adjacent to the city of Vancouver. All though not in the city zoning is the same as surrounding city located parcels and is the same as the subject's. Its location is directly across from the intersection of NE 65th Street and NE 121st Avenue. NE 65th Street is proposed for extension through this site and the size shown is net of the right-of-way, 138,085 sq ft. It is the understanding of the appraiser that any road extension will be integrated into the site use design. At any rate, the offsite cost of road and construction of other utilities was supposedly considered in the price paid. It was purchased in October 2016 for \$800,000 or \$5.79/sq ft.
- SALE 5** The next comparison is an older sale, the current location of a Farmers Insurance office. This parcel is on the corner of NE 51st Circle and NE 112th Avenue less than a half mile from the subject and near Sale 1. Because of its location, this is considered one of the better comparisons for the subject. It is zoned General Commercial, the same as the subject. The location does provide better visibility than the subject's with good traffic exposure. It is a 1.01-acre parcel. It sold as raw land in October 2014 for construction of the current improvements. The purchase price was \$285,000, equivalent to \$6.48/sq ft. Adjustment is needed for time and market condition change, and its superior exposure.
- SALE 6** The last comparison is a listing adjacent to Sale 4. This property was recently placed on the market. It is currently owned by a family trust and they are trying to get what they can. According to the broker, this site is overpriced. Any future user will have to add offsite costs that includes one-half the cost to construct NE 65th Street. This half street improvement has an estimated cost of \$150,000 to \$200,000, and the sale was adjusted by this amount. It is zoned General Commercial, the same as the subject. The list price is \$550,000. This was adjusted down by \$200,000 and the adjusted sale price is equivalent to \$9.13/sq ft. Little weight is placed on this listing.

**Land Sale
Adjustments**

The sales were all of fee simple estates and sold in typical market transactions. There was no seller financing involved in any of the sales. Sale 6 is adjusted downward to account for its listing status.

A market condition adjustment is made for an estimated increase in values based on previously presented CoStar data summarized in the following table with feedback from market participants. Each sale is adjusted upward at 5% per year.

The largest adjustment considered was for environmental reasons. The subject is located outside any wetland or related setbacks. There are some Oregon White Oak Habitat that requires protection but no significant limitations and no adjustments were made. However, the Donation is heavily impacted by setbacks from Burnt Bridge Creek and from wetland setbacks. These setbacks extend to nearly the entire site, leaving only a small remnant. The Vancouver Municipal Code provides for economic use if sites are over burdened by environment considerations. Like sales were examined to determine an appropriate adjustment based on match pairs. Three sales of residential zoned land were found. One had no environmental problems and sold for \$2.31/sq ft. The other two were both impacted by a stream flowing through the properties. Two of the parcel sold at nearly the same time and showed a price adjustment factor of 71%. The other parcel sold two years later and was less severely impacted. This property provided a price difference of 44%. For this analysis, 70% is used as an environmental impact factor and it was applied to all of the sales for comparison to the Donation parcel.

Property ID Number	Sale Date	Zoning	Sale \$	Size	\$/sf	% Adj
APN: 169486-000	Nov-16	R-5	\$450,000	348,480	\$1.29	44%
APN: 169507-000	Jun-14	R-5	\$140,000	205,622	\$0.68	71%
APN: 169525-000	Jul-14	R-5	\$504,000	217,800	\$2.31	
Adjustment Factor Selected						70%

Sale 2 is zoned for light industrial use but it is also in a commercial plat, surrounding uses are commercial and zoned the same, and planned use is commercial. A modest adjustment is made for zoning.

A size adjustment is applied to Sale 4 with over three acres. Typically, larger parcels sell for a lower value per square foot as the number of buyers and single use applications decline.

An adjustment for shape is applied to all of the comparisons when compared to the subject only. The subject is long and narrow limiting uses. It is planned for integration into the neighboring properties for development of a 170-unit senior apartment complex. It has value to the adjacent user, but limited value in the marketplace for a standalone use.

The subject and all comparisons are located in the Orchards area of Vancouver. All are within three miles of the subject and five of the six within 1.5 miles. No adjustment is needed; although an upward adjustment was considered for Sale 3, surrounded by industrial users.

Finally, an adjustment was considered for exposure and Sales 1 and 5 were adjusted. These two properties are at the intersection of NE 51st Circle and NE 112th Avenue. The subject is at the end of NE 51st Circle with far less exposure. Adjustments considered are summarized in the following table.

Adjustment Analysis	CC	LI	GC	GC	GC	GC
Sale #	1	2	3	4	5	6
Date	Aug-18	Jun-18	Mar-18	Oct-16	Oct-14	Listing
Sale Price - \$/SF	\$12.13	\$6.50	\$5.23	\$5.79	\$6.48	\$9.13
Size (acres)	0.35	1.64	1.23	3.17	1.01	0.88
Density - Units/Ac						
Property Rights/Financing	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Motivation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Market Conditions	0.0%	0.0%	0.0%	10.0%	20.0%	-10.0%
Adjustment %	0.0%	0.0%	0.0%	10.0%	20.0%	-10.0%
Partially Adjusted \$/sq ft	\$12.13	\$6.50	\$5.23	\$6.37	\$7.77	\$8.22
Other Adjustments						
Environment (Subject)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Environment (Donation)	-70.0%	-70.0%	-70.0%	-70.0%	-70.0%	-70.0%
Zoning/Density	0.0%	10.0%	0.0%	0.0%	0.0%	0.0%
Size	0.0%	0.0%	0.0%	-5.0%	0.0%	0.0%
Shape - Subject	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	-5.0%
Shape - Donation	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Location/Neighborhood	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Exposure	-5.0%	0.0%	0.0%	0.0%	-5.0%	0.0%
Access	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjustment/sq ft (Subject)	-10.0%	5.0%	-5.0%	-10.0%	-10.0%	-5.0%
Adjustment/sq ft (Donation)	-75.0%	-60.0%	-70.0%	-75.0%	-75.0%	-70.0%
Adjusted Prices/sq ft (Subject)	\$10.92	\$6.83	\$4.96	\$5.74	\$7.00	\$7.81
Adjusted Prices/sq ft (Donation)	\$3.03	\$2.60	\$1.57	\$1.59	\$1.94	\$2.47

Land Value Conclusion

Overall, the sales represent a generally similar group of investments for development with highest and best use similar to that concluded for the subject. Other than the environmental adjustment for the Donation parcel, the adjustments are generally minor.

After adjustment, the land sales provide indications that range of \$4.96 to \$10.92/sq ft for the Subject with an average of \$7.21/sq ft. For the Donation, the comparisons provide value indications ranging from \$1.57 to \$3.03/sq ft with an average of \$2.20/sq ft. The two best comparisons provide average indications \$8.96/sq ft for the Subject and \$2.49/sq ft for the Donation. Most weight is placed on these two sales and \$9.00/sq ft is selected for the Subject and \$2.50/sq ft for the Donation.

Applying these amounts to the respective parcels results in a total of \$230,000 for the Subject and \$210,000 for the Donation. .

Land Value Conclusion

Subject

\$230,000

Donation

\$210,000

Land As Vacant

ADDENDUM

R/W Vacation Materials



Building Permit Application

STREET VACATION (ROW)

CITY OF VANCOUVER

Submit to: 415 W 6th ST ~ Vancouver, WA 98660
PO Box 1995 ~ Vancouver, WA 98668
Phone (360) 487-7800 Fax (360) 487-7808
www.cityofvancouver.us

STREET VACATION INFORMATION AND LOCATION	
➔ Job site address: 10400, 10420, & 10500 NE 51st Cir	
Suite/bldg./apt #:	
Project name (if applicable): Affinity at Vancouver	
Tax Assessor Serial Number: 159847000, 8000, & 9000	
Nearest intersection if no site address:	
DESCRIPTION OF WORK	
Vacate a small portion of 51st Circle loop road to create a buildable lot and construct a 170 unit senior living community. The loop road will be replaced by a cul-de-sac with landscaping, new Kevanna park parking, and park entrance.	
☒ APPLICANT	☒ CONTACT PERSON
Business name: Affinity at Vancouver, LLC	
Contact name: Robert Ketner	
Address: 120 W. Cataldo Ave, suite 100	
City/State/Zip: Spokane, WA 99201	
Phone: () 509-321-3204	Fax: () 509-922-2251
E-mail (required): robertk@inlandconstruction.com	
☒ PROPERTY OWNER	☐ TENANT
Name: Weston Investment Co. LLC	
Address: 2154 NE Broadway, suite 200	
City/State/Zip: Portland, OR 97232	
Phone: () 503-284-9005	Fax: ()
☐ CONTRACTOR	
Business name: TBD	
Contact name:	
Address:	
City/State/Zip:	
Phone: ()	Fax: ()
WA State Contractor License #:	

MINIMUM SUBMITTAL REQUIREMENTS		
- Any fees associated with the application - Written narrative (including vacation proposal and square footage of area to be vacated) - Survey information including - Meets and bounds - Boundary description - Letter requesting vacation (signed by current owner on record)		
RECOMMENDED SUBMITTAL REQUIREMENTS		
Appraisal (prepared by Washington State licensed appraiser)		
TIMELINES		
- The City of Vancouver has 14 calendar days to deem an application Fully Complete (FC). - The City of Vancouver has 30 calendar days to make a determination regarding the request for right-of-way vacation. - After a determination has been made, public hearings will be held within 60 days.		
FEES		
Per ordinance #M-1993, the applicable filing fees are listed below based upon the size of area proposed to be vacated.		
Size of area	0 to 4,000 square feet	\$150.00
	4,000 to 10,000 square feet	\$250.00
	In excess of 10,000 square feet	\$500.00
All street vacation approval is subject to City Council approval and Public Hearing process		
REQUIRED SIGNATURES		
Applicant signature:		
Print name: Robert Ketner		Date: 4/27/18
Property owner signature:		
Print name: Joseph Weston		Date: 4/27/18



Inland Group

Comprehensive Multifamily Construction & Development Services

June 27, 2018

Affinity at Vancouver ROW Vacation Narrative

We are requesting a right of way vacation and transfer of approximately 0.58 acres of the vacated property, consisting of a portion of the loop road at the end of NE 51st Circle in Vancouver, Washington. The subject property is legally described in Exhibit A and depicted in Exhibit B. The vacated property will be combined with the three adjacent parcels to the north and west, to create a single developable lot for a 170-unit senior housing community to be known as Affinity at Vancouver.

In exchange for the 0.58 acres, we are proposing to transfer to the City the entire 1.92 acre parcel adjacent to the loop road. This parcel (Clark County Parcel No. 159851000, with a street address of 10601 NE 51st Circle), as shown on Exhibit F, is also adjacent to Kevanna Park and has a substantial number of mature trees (so may be used for park expansion and/or tree preservation purposes). Following the right of way vacation, in conjunction with the development and construction of Affinity at Vancouver, we would create a cul-de-sac turnaround at the new end of NE 51st Circle (to replace the loop road), remove and replace any loop road impervious surfaces and improvements, create a new parking area for Kevanna Park, and create a new park entrance as desired by the Parks Department. A concept drawing of our proposed new park entrance and parking is attached as Exhibit D. The park area could be reconfigured to incorporate the remaining city owned property within the loop road and the 1.92 acre parcel transfer.

This vacation of right of way (and elimination of the loop road) has been generally supported in previous conversation with City staff (including the Parks and Transportation Departments). Due to the secluded nature of the loop road, we understand it has become an overnight parking area for large trucks, a rest area for transients, and a location where deviant activity has become common place (none of which correspond well with Kevanna Park). Vacating the right of way will eliminate the unintended and undesired uses of the loop road, as will the presence of the Affinity at Vancouver project. An active resident population who care about the neighborhood will place "eyes on the street" helping to keep Kevanna Park a safe, peaceful, and friendly place.

Thank you for your consideration. Please feel free to contact us should you have any questions.

Sincerely,

Applicant
Robert Ketner
Affinity at Vancouver, LLC
509-321-3204
robertk@inlandconstruction.com

Property Owner
Joseph Weston
Weston Investment Co., LLC
503-284-9005
joe@westoninv.com

Attachments:

Exhibit A – ROW Vacation Legal Description

Exhibit B – ROW Vacation Survey

Exhibit C – Affinity at Vancouver Site Plan

Exhibit D – Kevanna Park Entrance & Parking Concept

Exhibit E – ALTA Survey of Existing Conditions

Exhibit F – Parcel Map of Proposed Land to Exchange/Expand Kevanna Park

EXHIBIT "A"

RIGHT OF WAY RELINQUISHMENT FROM THE CITY OF VANCOUVER LEGAL DESCRIPTION

A portion of that real property conveyed to Clark County, Washington by statutory warranty deed recorded June 5, 1989 under Auditor's File No. 8906050062 for N. E. 51st Street R. I. D. Right-of-Way, situate in the Thomas Nerton D. L. C., Section 16, Township 2 North, Range 2 East, W.M. in the City of Vancouver, County of Clark, State of Washington and being more particularly described as follows:

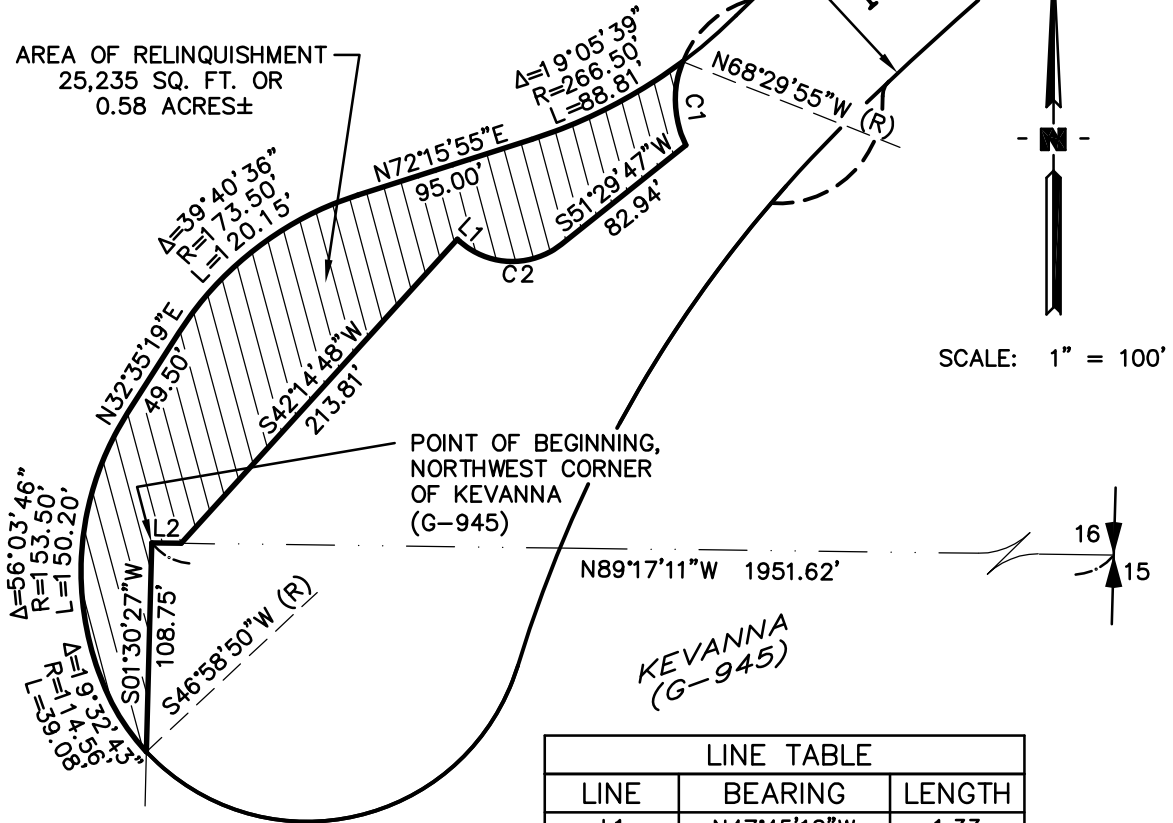
COMMENCING at the East quarter corner of said Section 16; thence North $89^{\circ}17'11''$ West 1951.62 feet along the north line of *KEVANNA* according to the Plat thereof recorded in Book "G", page 945 in the records of Clark County, Washington, to the northwest corner thereof and the POINT OF BEGINNING; thence South $1^{\circ}30'27''$ West 108.75 feet along the west line of said *KEVANNA* to a point on the described right-of-way line according to said statutory warranty deed recorded under Auditor's File No. 8906050062, said point being on a curve having a radius of 114.56 feet, the center of which bears North $46^{\circ}58'50''$ East; thence, along the said described right-of-way, northerly along said curve through a central angle of $19^{\circ}32'43''$, an arc distance of 39.08 feet to a point of compound curve having a radius of 153.50 feet; thence northerly along said curve through a central angle of $56^{\circ}03'46''$, an arc distance of 150.20 feet; thence North $32^{\circ}35'19''$ East 49.50 feet to the beginning of a tangent curve to the right having a radius of 173.50 feet; thence northeasterly along said curve through a central angle of $39^{\circ}40'36''$, an arc distance of 120.15 feet; thence North $72^{\circ}15'55''$ East 95.00 feet to the beginning of a tangent curve to the left having a radius of 266.50 feet; thence northeasterly along said curve through a central angle of $19^{\circ}05'39''$, an arc distance of 88.81 feet to the cusp of a curve to the left having a radius of 54.00 feet, the center of which bears South $68^{\circ}29'55''$ East; thence, leaving said described right-of-way, southerly along said curve through a central angle of $47^{\circ}33'51''$, an arc distance of 44.83 feet; thence South $51^{\circ}29'47''$ West 82.94 feet to the beginning of a tangent curve to the right having a radius of 41.00 feet; thence westerly along said curve through a central angle of $80^{\circ}45'01''$, an arc distance of 57.78 feet; thence North $47^{\circ}45'12''$ West 1.33 feet; thence South $42^{\circ}14'48''$ West 213.81 feet to a point on said north line of *KEVANNA*; thence North $89^{\circ}17'11''$ West 15.34 feet along said north line of *KEVANNA* to the point of beginning. Said described parcel contains 25,235 square feet or 0.58 acres, more or less.



EXHIBIT "B"

RIGHT OF WAY DESCRIBED
IN STATUTORY WARRANTY
DEED NO. 8906050062.

AREA OF RELINQUISHMENT
25,235 SQ. FT. OR
0.58 ACRES±



LINE TABLE		
LINE	BEARING	LENGTH
L1	N47°45'12\"W	1.33
L2	N89°17'11\"W	15.34

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	47°33'51\"	54.00	44.83
C2	80°45'01\"	41.00	57.78

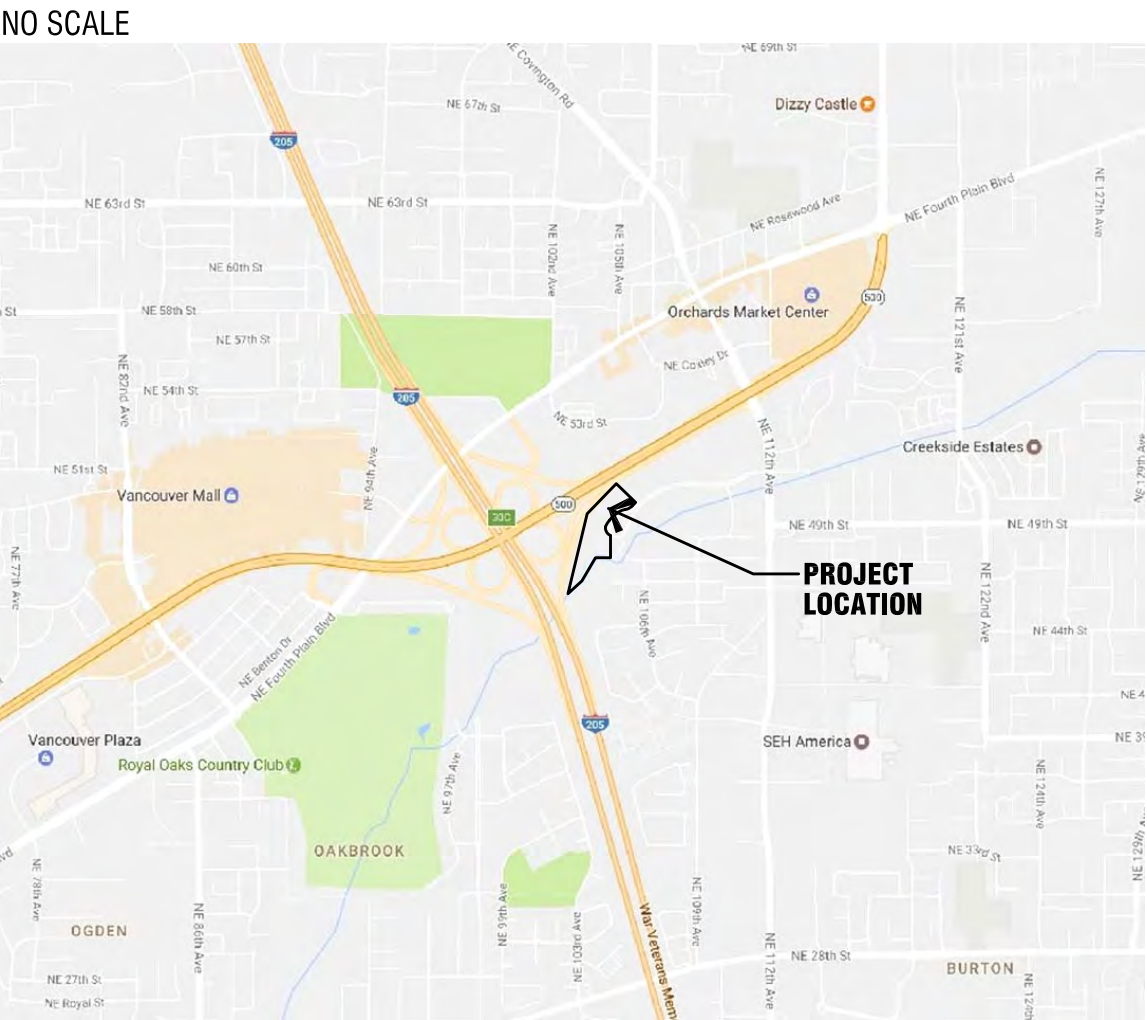


RIGHT OF WAY RELINQUISHMENT
NE 51st CIRCLE
FROM THE CITY OF VANCOUVER
IN THE THOMAS NERTON D.L.C.
IN SECTION 16, T 2 N, R 2 E, WM
CLARK COUNTY, WASHINGTON



DURYE & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 17-2315

VICINITY MAP



AERIAL MAP



PROJECT DIRECTORY

DEVELOPER: AFFINITY AT VANCOUVER, LLC
220 W. CATALDO, SUITE 100
SPOKANE, WA 99201
(509) 321-3205

ARCHITECT: THE ARCHITECTS OFFICE, PLLC
499 MAIN ST.
BOISE, IDAHO 8372
(208) 343-2931

Exhibit C



SITE DATA

SCALE: 1"=40'-0"

PROPERTY AREAS:		
PARCEL 1:	77,538 ± S.F.	1.78 ± ACRES
PARCEL 2:	79,085 ± S.F.	1.82 ± ACRES
PARCEL 3:	198,756 ± S.F.	4.56 ± ACRES
TOTAL:	355,379 ± S.F.	8.16 ± ACRES

PROPOSED MAIN BUILDING:	
OCCUPANCY:	R-2
CONSTRUCTION TYPE:	V-A
HEIGHT:	4 STORIES
UNITS:	170
FOOTPRINT:	46,370 ± S.F.
TOTAL AREA:	180,154 ± S.F.

PROPOSED POOL BUILDING:	
OCCUPANCY:	A-3
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
AREA:	5,347 ± S.F.

PROPOSED GARAGE BUILDINGS:	
OCCUPANCY:	U
CONSTRUCTION TYPE:	V-B
HEIGHT:	1 STORY
NUMBER OF BUILDINGS:	5
AREAS:	2,728 ± S.F. - 4,224 ± S.F.

PROPOSED PARKING:	
STANDARD OPEN STALLS:	162
OPEN ACCESSIBLE STALLS:	11
STANDARD GARAGE STALLS:	62
ACCESSIBLE GARAGE STALLS:	2
TOTAL PARKING:	237 (1.4/unit)

BUILDING DATA

	GROSS*
FIRST FLOOR	
FIRST FLOOR: NORTH WING	12,759 S.F.
FIRST FLOOR: CENTER CORE	17,598 S.F.
FIRST FLOOR: SOUTH WING	16,013 S.F.
TOTAL FIRST FLOOR	46,370 S.F.
SECOND FLOOR	
SECOND FLOOR: NORTH WING	12,921 S.F.
SECOND FLOOR: CENTER CORE	17,645 S.F.
SECOND FLOOR: SOUTH WING	16,172 S.F.
TOTAL SECOND FLOOR	46,738 S.F.
THIRD FLOOR	
THIRD FLOOR: NORTH WING	12,921 S.F.
THIRD FLOOR: CENTER CORE	14,430 S.F.
THIRD FLOOR: SOUTH WING	16,172 S.F.
TOTAL THIRD FLOOR	43,523 S.F.
FOURTH FLOOR PLAN	
FOURTH FLOOR: NORTH WING	12,921 S.F.
FOURTH FLOOR: CENTER CORE	14,430 S.F.
FOURTH FLOOR: SOUTH WING	16,172 S.F.
TOTAL FOURTH FLOOR	43,523 S.F.
TOTAL BUILDING	180,154 S.F.

* AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR CANOPIES AND DECKS.

UNIT TYPE DATA

UNIT		FLOOR		BUILDING		TUB		SHOWER		HUD NET AREA*		UNIT GROSS AREA**		UNIT GROSS TOTAL		
A-1s	1	2	3	4												
A-1	1	1	1	1	3		4	3		457	495	1,485				
A-2	1	1	1	1	3					457	495	1,980				
A-HC	1				1			1		457	495	495				
TOTAL A UNITS (STUDIO)																
B-1	8	8	7	7	30		30			553	595	17,850				
B-2s	4	4	4	4	16					638	684	10,944				
B-3	1	2	2	2	4		4	16		553	600	2,400				
B-4s	2	2	2	2	8					549	592	4,736				
B-5s	2	2	2	2	8					549	592	4,736				
B-HC	1	1	1	1	4			4		553	595	2,380				
TOTAL B UNITS (1-BED)																
C-1	2	2	2	2	8		8			737	791	6,328				
C-5s	1	1	1	1	4					766	821	3,284				
C-HC	1	1	1	1	4			4		766	821	3,284				
TOTAL C UNITS (2-BED/1-BATH)																
C-2	1	1	3	3	8		8			757	810	6,480				
C-3s	3	3	3	3	12			12		794	849	10,188				
C-4s	3	3	3	3	12					936	1,000	12,000				
C-6s	1	1	1	1	4					786	840	3,360				
TOTAL C UNITS (2-BED/1.5-BATH)																
D-1s	2	2	2	2	6		6	6		951	1,007	6,042				
D-2s	1	1	1	1	3			3		863	922	2,766				
D-3s	1	1	1	1	3			3		894	952	2,856				
D-4s	1	1	1	1	4			4		1,119	1,192	4,768				
D-5s	2	2	2	2	6			6		1,132	1,197	7,182				
D-6s	2	2	2	2	2			2		966	1,029	2,058				
D-7s	1	1	1	1	4			4		1,123	1,196	4,784				
D-8s	2	2	2	2	2			8		966	1,025	8,200				
D-9s	1	1	1	1	4			4		962	1,020	4,080				
TOTAL D UNITS (2-BED/2-BATH)																
TOTALS								94	116				134,666			

* AS MEASURED TO INSIDE FINISH OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS. PER HUD REQUIREMENTS.
** AS MEASURED TO OUTSIDE FACE OF WALL NOT INCLUDING EXTERIOR PATIOS AND DECKS.

UNIT KEY:
A = STUDIO
B = (1) BEDROOM (1) BATHROOM
C = (2) BEDROOM (1) BATHROOM & (1.5) BATHROOM
D = (2) BEDROOM (2) BATHROOM
HC = HANDICAP ACCESSIBLE (TYPE A DWELLING UNIT)
S = ROLL-IN SHOWER



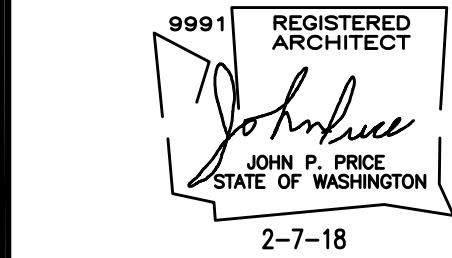
499 MAIN STREET (208) 343-2931
BOISE, IDAHO 83702 TAOIDAH.COM

PROJECT

AFFINITY AT VANCOUVER

NW 51ST STREET
VANCOUVER, WASHINGTON

SEAL



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FILE

DATE

MARCH 9, 2018

FILE NO.

17-208 A1.0

DRAWN

JOHN PRICE

REVISIONS

SHEET

A1.0
SITE PLAN

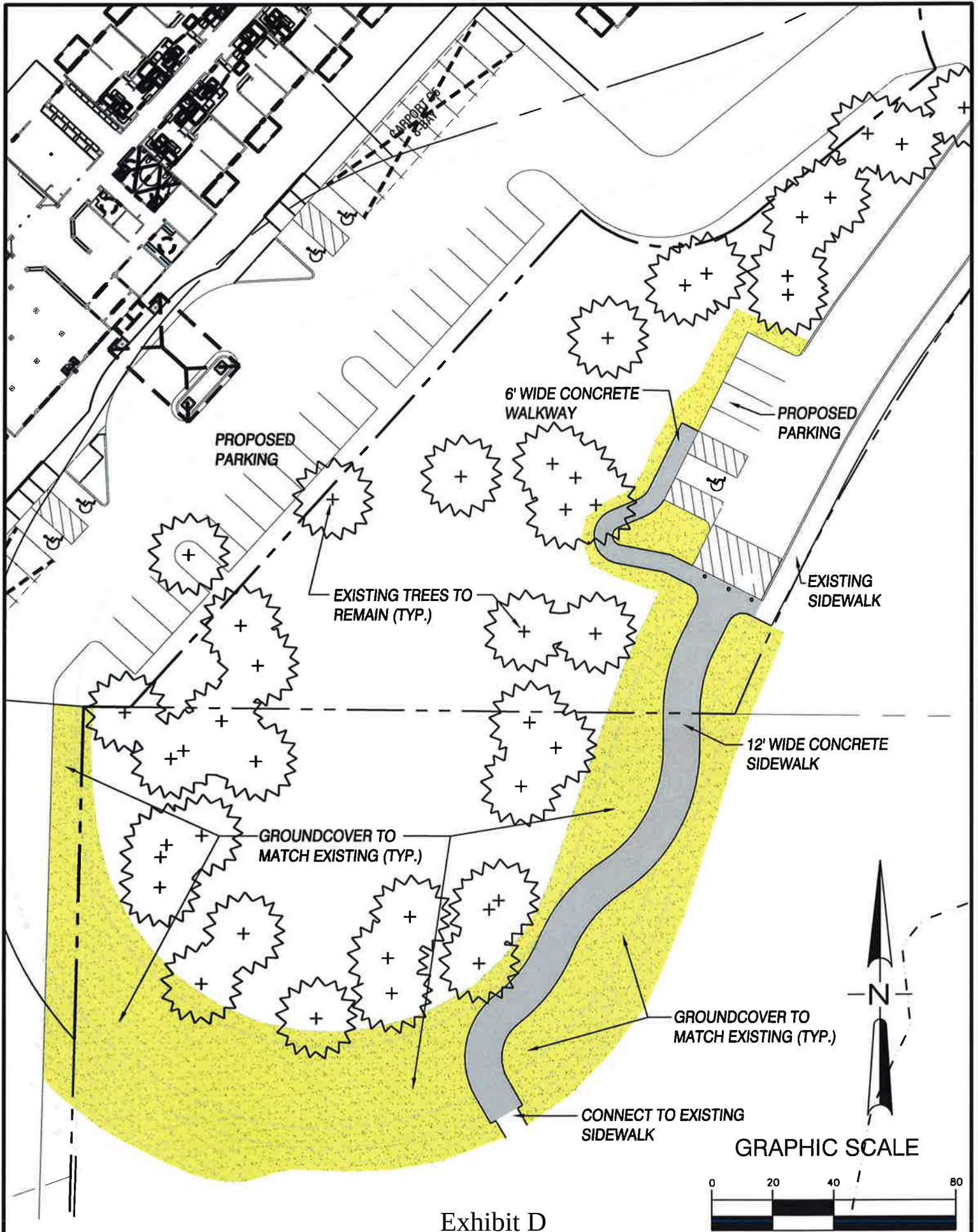


Exhibit D

LEGAL DESCRIPTION:

PARCEL I:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

PARCEL II:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 243.72 FEET; THENCE SOUTH 44°15'12" EAST 384.10 FEET TO A 1500.00 FOOT RADIUS CURVE TO THE RIGHT WITH A TANGENT BEARING OF NORTH 37°06'50" EAST INTO SAID CURVE; THENCE ALONG SAID 1500.00 FOOT RADIUS CURVE TO THE RIGHT 244.57 FEET TO A POINT THAT BEARS SOUTH 44°15'12" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 44°15'12" WEST 367.22 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

LEGAL DESCRIPTION:

PARCEL III:
A PARCEL OF PROPERTY IN THE THOMAS NERTON DONATION LAND CLAIM, IN SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, BASED ON A RECORD OF SURVEY BY OLSON ENGINEERING, INC. IN AUGUST 1988 NOT YET RECORDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 01°35'45" EAST ALONG THE EAST LINE OF SAID SECTION 16 A DISTANCE OF 1385.99 FEET; THENCE NORTH 88°24'15" WEST 219.44 FEET TO AN ANGLE POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SR-500; THENCE NORTH 75°34'10" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 152.48 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 61°07'11" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 1650.35 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE SOUTH 45°44'48" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 111.28 FEET TO AN ANGLE POINT THEREIN; THENCE SOUTH 15°29'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 155.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 85°20'00" EAST 310.24 FEET TO THE NORTHWEST CORNER OF KEVANNA, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK "G" OF PLATS AT PAGE 945 OF CLARK COUNTY RECORDS; THENCE SOUTH 01°30'27" WEST ALONG THE WEST LINE OF KEVANNA AND ALONG THE WEST LINE OF THAT TRACT CONVEYED TO DAVID W. WOODWARD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8510290092 OF CLARK COUNTY RECORDS 389.35 FEET, MORE OR LESS, TO THE CENTERLINE OF BURNT BRIDGE CREEK; THENCE ALONG SAID CENTERLINE OF BURNT BRIDGE CREEK THE FOLLOWING COURSES AND DISTANCES, NORTH 87°42'55" WEST 183.17 FEET; THENCE SOUTH 31°58'36" WEST 326.90 FEET; THENCE SOUTH 52°00'41" WEST 214.42 FEET, MORE OR LESS, TO THE EASTERLY RIGHT-OF-WAY LINE OF I-205; THENCE LEAVING SAID CENTERLINE OF BURNT BRIDGE CREEK NORTH 15°29'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 847.17 FEET TO THE TRUE POINT OF BEGINNING.
EXCEPTING THEREFROM THAT TRACT CONVEYED TO CLARK COUNTY, WASHINGTON, A MUNICIPAL CORPORATION BY DEED RECORDED JUNE 5, 1989 UNDER AUDITOR'S FILE NO. 8906050062.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT FOR TITLE INSURANCE NUMBER 622-87816 AMENDMENT 3 - UPDATE DATED MAY 16, 2018.

CHICAGO TITLE COMPANY OF WASHINGTON
COMMITMENT NO. 622-87816 AMENDMENT 2
SCHEDULE B - EXCEPTIONS:

- LANDSCAPE MAINTENANCE AGREEMENT RECORDED JULY 18, 1989 UNDER RECORDING NO. 8907180085; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G557618; AFFECTS PARCEL I OF THE SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS CONTAINED IN WARRANTY DEED RECORDED JULY 16, 1970 UNDER RECORDING NO. G558545; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- DRAINAGE EASEMENT RECORDED OCTOBER 30, 1972 UNDER RECORDING NO. G617364; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- RELINQUISHMENT OF ALL EXISTING, FUTURE OR POTENTIAL EASEMENTS FOR ACCESS, LIGHT, VIEW AND AIR, AND ALL RIGHTS OF INGRESS, EGRESS AND REGRESS TO, FROM AND BETWEEN SAID LAND AND THE HIGHWAYS CONSTRUCTED ON LANDS CONDEMNED BY PROCEEDINGS UNDER CLARK COUNTY SUPERIOR COURT CAUSE NO. 53048; AFFECT NOT DETERMINED, NOT PLOTTED, DOCUMENT NOT PROVIDED.
- SEWER EASEMENT RECORDED NOVEMBER 13, 1973 UNDER RECORDING NO. G649934; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 19, 1973 UNDER RECORDING NO. G650247; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650818; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR RIGHT-OF-WAY RECORDED MAY 17, 1974 UNDER RECORDING NO. G662810; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, LOCATION OF GUY ANCHOR IS NOT DESCRIBED.
- EASEMENT RECORDED APRIL 7, 1976 UNDER RECORDING NO. G719262; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED JUNE 3, 1982 UNDER RECORDING NO. 8206030086; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300123; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- WATER EASEMENT RECORDED JULY 30, 1982 UNDER RECORDING NO. 8207300124; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210125; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT FOR ROADWAY SLOPES RECORDED JULY 21, 1983 UNDER RECORDING NO. 8307210126; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- UTILITY EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100183; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.
- GREENBELT EASEMENT RECORDED APRIL 10, 1986 UNDER RECORDING NO. 8604100184; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- JOINT EASEMENT AND RIGHT OF WAY RECORDED AUGUST 23, 1988 UNDER RECORDING NO. 8808230099; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED DECEMBER 13, 1988 UNDER RECORDING NO. 8812130059; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- EASEMENT AND RIGHT OF WAY RECORDED OCTOBER 18, 1996 UNDER RECORDING NO. 9610180031; DOES NOT AFFECT THE SUBJECT PROPERTY, NOT PLOTTED.
- SANITARY SEWER EASEMENT RECORDED AUGUST 29, 2003 UNDER RECORDING NO. 3706578; DOES NOT AFFECT THE SUBJECT PROPERTY, PLOTTED.
- CLARK COUNTY RESOLUTION NO. 1988-05-31 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030251; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- CLARK COUNTY RESOLUTION NO. 1991-09-15 RECORDED OCTOBER 3, 1991 UNDER RECORDING NO. 9110030250; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130109, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- COVENANT RUNNING WITH THE LAND RECORDED OCTOBER 13, 1978 UNDER RECORDING NO. 7810130110, AMENDED BY INSTRUMENT RECORDED AUGUST 10, 1981 UNDER RECORDING NO. 8108100061; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- UTILITY SERVICE COVENANT RECORDED NOVEMBER 3, 1982 UNDER RECORDING NO. 8211030009; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 5, 1989 UNDER RECORDING NO. 8907050156; RE-RECORDED JULY 7, 1989 UNDER RECORDING NO. 8907070103; FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED JULY 28, 1999 UNDER RECORDING NO. 3134263; ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED JULY 20, 2015 UNDER RECORDING NO. 5194596 AND 5194598; AFFECTS SUBJECT PROPERTY, COMMON AREA PLOTTED, ALL OTHER MATTERS ARE GENERAL IN NATURE.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 31; AFFECTS SUBJECT PROPERTY, EASEMENTS PLOTTED.
- COVENANTS, CONDITIONS, RESTRICTIONS, REGITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS AS SET FORTH OF RECORD OF SURVEY RECORDED IN BOOK 25 OF SURVEYS, PAGE 8; AFFECTS SUBJECT PROPERTY, NOT PLOTTED, GENERAL IN NATURE.
- SEWER EASEMENT RECORDED NOVEMBER 27, 1973 UNDER RECORDING NO. G650818; AFFECTS PARCEL III OF THE SUBJECT PROPERTY, PLOTTED.

NOTES AND COMMENTS:

- POSTED PROPERTY ADDRESS: NO POSTED PROPERTY ADDRESS, THE PROPERTY HAS NOT BEEN DEVELOPED.
PARCEL I SITE ADDRESS LISTED AS: 10500 NE 51ST CIR, VANCOUVER, WA
PARCEL II SITE ADDRESS LISTED AS: 10420 NE 51ST CIR, VANCOUVER, WA
PARCEL III SITE ADDRESS LISTED AS: 10400 NE 51ST CIR, VANCOUVER, WA
- BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS PROPERTY IS IN ZONE X AND A PORTION IS IN ZONE AE, OF THE FLOOD INSURANCE RATE MAPS NO. 5301100387D AND 5301100388D WHICH BOTH BEAR AN EFFECTIVE DATE OF SEPTEMBER 5, 2012 A PORTION OF THE SUBJECT PROPERTY IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- GROSS LAND AREA 356,389 SQUARE FEET OR 8.18 ACRES, MORE OR LESS.
PARCEL I: 73,961 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.
PARCEL II: 82,721 SQUARE FEET OR 1.90 ACRES, MORE OR LESS.
PARCEL III: 199,707 SQUARE FEET OR 4.58 ACRES, MORE OR LESS.
- PER THE CITY OF VANCOUVER PLANNING DEPARTMENT, THIS SITE IS CURRENTLY ZONED CG (GENERAL COMMERCIAL); CG ZONING REQUIREMENTS FOR THIS SITE:
SETBACKS:
FRONT, SIDE AND REAR SETBACKS PURSUANT TO THE SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, PLUS AN ADDITIONAL FOOT FOR EACH FOOT THE BUILDING EXCEEDS 20 FEET IN HEIGHT TO A MAXIMUM SETBACK REQUIREMENT OF 40 FEET.
HEIGHT: NONE
LOT COVERAGE: MAXIMUM DETERMINED BY COMPLIANCE WITH SCREENING AND BUFFERING STANDARDS CONTAINED IN VMC TABLES 20.925.030-1 AND 20.925.030-2, STORMWATER STANDARDS, EROSION CONTROL, REGULATION, AND ALL OTHER APPLICABLE DEVELOPMENT STANDARDS.
PARKING: SENIOR MULTI-FAMILY HOUSING; 1 SPACE PER DWELLING UNIT
- AT THE TIME OF FIELD SURVEY, THERE WERE NO BUILDINGS ON THE SUBJECT PROPERTY.
- TOTAL PARKING SPACES 0, THE SUBJECT PROPERTY IS UNDEVELOPED.
- THE UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM PLANS AND MAPS PROVIDED BY THE CITY OF VANCOUVER AND VERIFIED BY THE VISIBLE SURFACE FEATURES OF THESE UTILITIES AND MARKINGS PROVIDED BY A 811 UTILITY LOCATE SERVICE PURSUANT TO SECTION 5.ELIV. AN EXACT LOCATION OF THESE UTILITIES WAS NOT PERFORMED FOR THIS SURVEY. BEFORE DIGGING, CALL THE APPROPRIATE LOCAL UTILITY LOCATE SERVICE FOR FIELD LOCATIONS OF UNDERGROUND UTILITY LINES.
- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH HUD SURVEY INSTRUCTIONS AND REPORT, HUD FORM 9107(M) DATED JUNE 2014.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- PURSUANT TO THE CITY OF VANCOUVER PUBLIC WORKS DEPARTMENT WEBSITE www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1744/2017-2022_tlp_final.pdf, THERE ARE NO CURRENT PROPOSALS FOR ANY CHANGES IN STREET RIGHT OF WAY LINES ADJACENT TO THE SUBJECT PROPERTY SHOWN ON THIS SURVEY.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- AT THE TIME OF FIELD SURVEY, THERE WAS NO EVIDENCE OF FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST.
- THE LOCATION OF THE TREES SHOWN HEREON WERE SURVEYED ACCORDING TO THE TREE LIST PREPARED BY GALEN WRIGHT OF WASHINGTON FORESTRY CONSULTANTS, INC. THE TREE NUMBER IS DEPICTED ON THE SURVEY, PLEASE REFER TO THE TREE LIST FOR THE CORRESPONDING SPECIES, DIAMETER AND OTHER INFORMATION.
- PURSUANT TO TABLE A, ITEM 19, THERE ARE NO APPURTENANT EASEMENTS LISTED IN THE REFERENCED TITLE REPORT.
- ACCESS TO PROPERTY VIA PUBLIC RIGHTS OF WAY:
NORTHEAST 51st CIRCLE (NO PHYSICAL ACCESS)
- EASEMENT RIGHTS: PLOTTABLE EASEMENTS ARE SHOWN FROM THE OWNER SUPPLIED TITLE REPORT. NON-PLOTTABLE EASEMENTS ARE NOTED ON THE SURVEY AS BEING "NOT PLOTTED". BECAUSE OUR SERVICE IS LIMITED TO REPORTING ON EASEMENT LOCATIONS, WE STRONGLY RECOMMEND LEGAL COUNSEL BE RETAINED TO REPORT ON TITLE PAPERS IN THEIR ENTIRETY.
- AT THE TIME OF THE FIELD SURVEY, THERE WAS NO VISIBLE EVIDENCE OF SITE USE AS A CEMETERY OR BURIAL GROUND.
- THE RECORD DESCRIPTION MATHEMATICALLY CLOSES.
- BASIS OF BEARINGS: THE BEARING OF NORTH 01°35'45" EAST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, W.M. AS SHOWN UPON THAT CERTAIN RECORD OF SURVEY RECORDED JUNE 12, 2003 IN BOOK 51 OF SURVEYS AT PAGE 086, CLARK COUNTY RECORDS, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.
- THERE ARE NO GAPS, GORES OR OVERLAPS BETWEEN THE SUBJECT PROPERTY AND THE ADJOINING PROPERTIES OR PUBLIC STREET RIGHTS OF WAY SHOWN ON THIS SURVEY.
- THERE ARE NO INTERIOR GAPS, GORES OR OVERLAPS BETWEEN THE PARCELS WITHIN THE SUBJECT PROPERTY.
- TAX MAP PARCEL NOS.: 159847000, 159848000 & 159849000
- THIS IS AN AS-BUILT SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS.
- THIS SURVEY WAS PREPARED FOR THE PURPOSES OF OBTAINING AN EXTENDED COVERAGE TITLE INSURANCE POLICY.
- THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" WITHIN THIS SURVEY ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS AND FINDINGS SHOWN ON THIS SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER IMPLIED OR EXPRESSED.
- DURYEA & ASSOCIATES ONLY ACKNOWLEDGES SIGNED AND STAMPED MAPS AND DRAWINGS. NO RESPONSIBILITY OR LIABILITY IS EXPRESSED OR IMPLIED FOR ELECTRONIC DATA AND/OR REPRODUCED MAPS AND DRAWINGS.

VERTICAL DATUM:

THE VERTICAL RELIEF SHOWN HEREON, WITH A 1 FOOT CONTOUR INTERVAL, WAS PRODUCED FROM A GROUND SURVEY ON NAVD 88 DATUM.
BENCHMARK: AN ALUMINUM CAP AT THE SURFACE OF NE 51ST CIRCLE DESIGNATED IS0658 AND HAVING A PUBLISHED NAVD 88 ELEVATION OF 198.855 FEET, ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION DATA SHEET, WAS USED AS THE CONTROLLING BENCHMARK.

DATUM = NAVD 88. CONVERSION TO NGVD 29 = NAVD 88 - 3.47 FEET

ON-SITE TEMPORARY BENCH MARK: THE SOUTHWEST ANCHOR BOLT ON LIGHT POLE NO. V22161303 LOCATED ON THE SOUTHERLY SIDE OF NE 51ST CIRCLE ACROSS FROM PARCEL I, HAVING AN NAVD 88 ELEVATION OF 202.04 FEET.

HORIZONTAL DATUM:

WASHINGTON SOUTH ZONE, U.S. SURVEY FEET.
CONTROLLING POINTS: THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, HAVING STATE PLANE COORDINATES OF NORTH 127,604,235 FEET AND EAST 1,114,282,095 FEET AND THE EAST QUARTER CORNER OF SAID SECTION 16, HAVING STATE PLANE COORDINATES OF NORTH 124,980,231 FEET AND EAST 1,114,208,455 FEET ARE TO BE USED AS THE BASIS OF HORIZONTAL CONTROL.

THE GRID BEARING BETWEEN CONTROLLING MONUMENTS BEING N01°35'43"E.

POSSIBLE ENCROACHMENTS:

THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS ON THE ADJOINING PROPERTY ONTO SUBJECT PROPERTY, AND NO ENCROACHMENTS BY IMPROVEMENTS LOCATED ON SUBJECT PROPERTY OVER ANY ADJOINING PROPERTY OR OVER ANY PLOTTED OR PLOTTABLE EASEMENTS.

SURVEYOR'S CERTIFICATION:

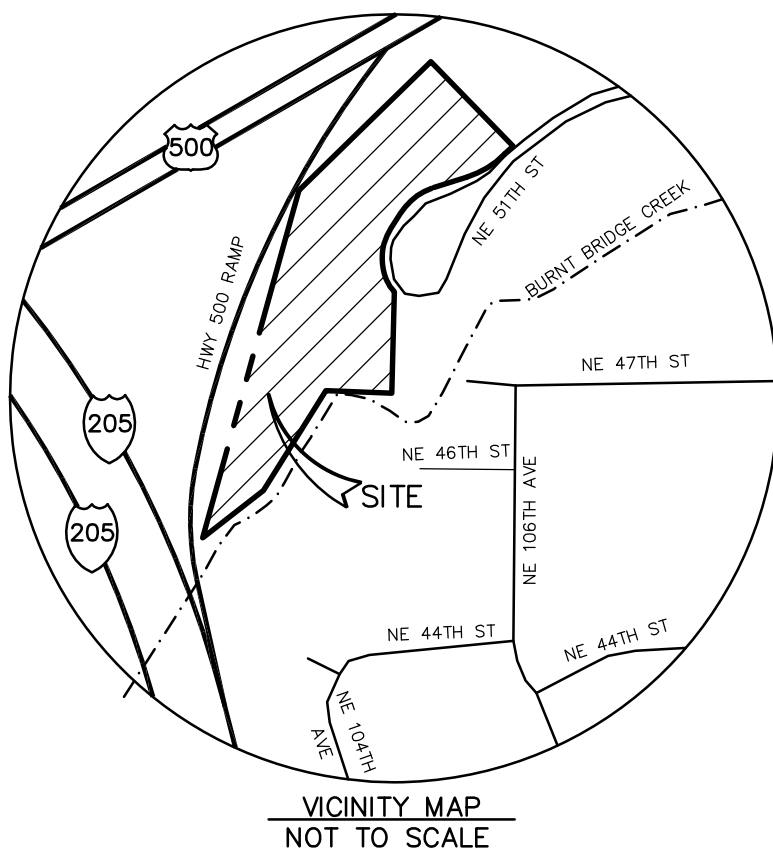
To: Affinity at Vancouver, LLC and Chicago Title Company of Washington.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19, 20 and 21 (topographic survey for design purposes) of Table A thereof. The field work was completed on August 31, 2017.

Date of Plat or Map: 09/11/2017



PRELIMINARY
Mitchell Duryea
LS 33658
Exp. 9/17/2019
mitch@duryea-associates.com



ALTA/NSPS LAND TITLE SURVEY
AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON

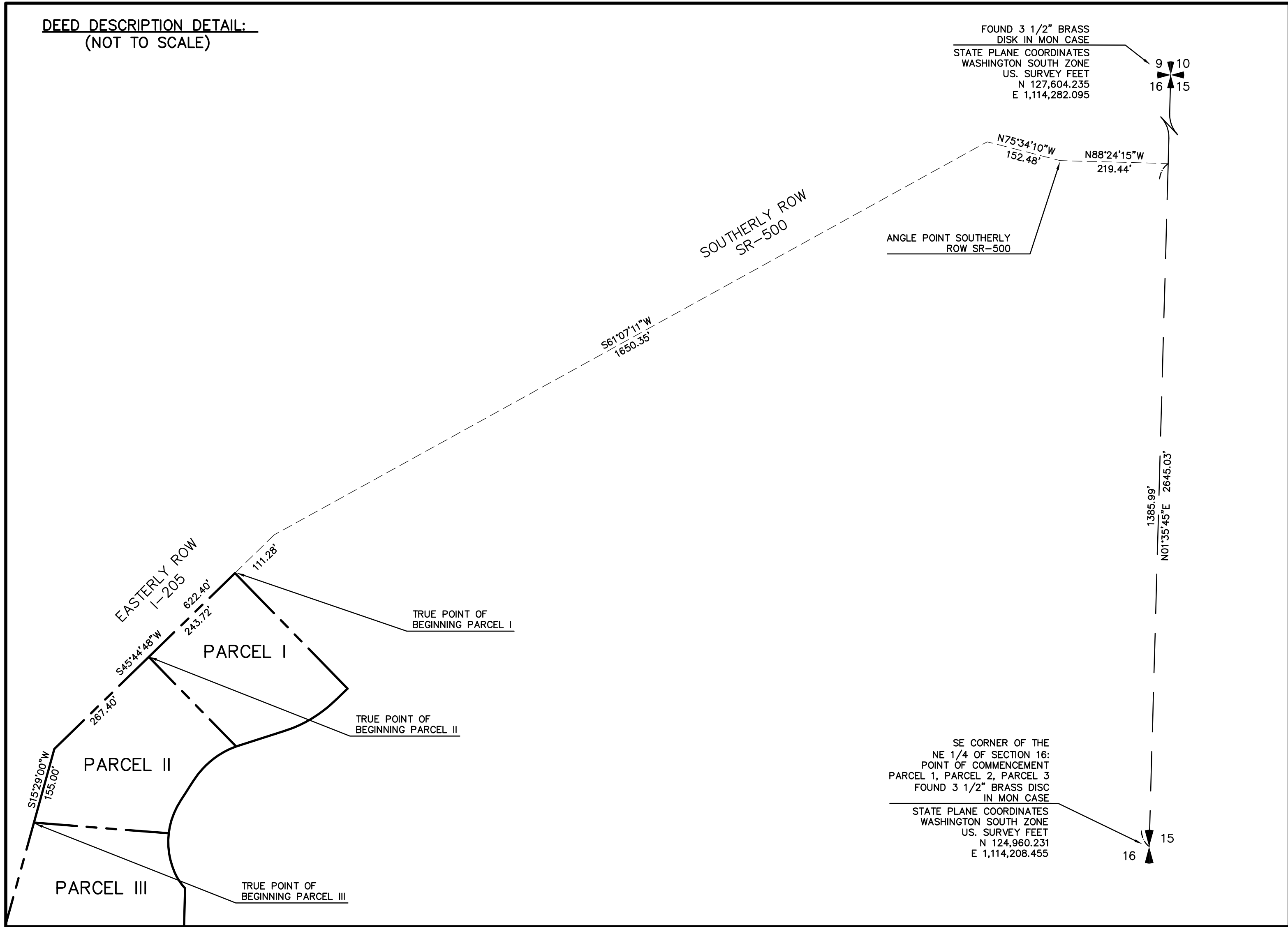


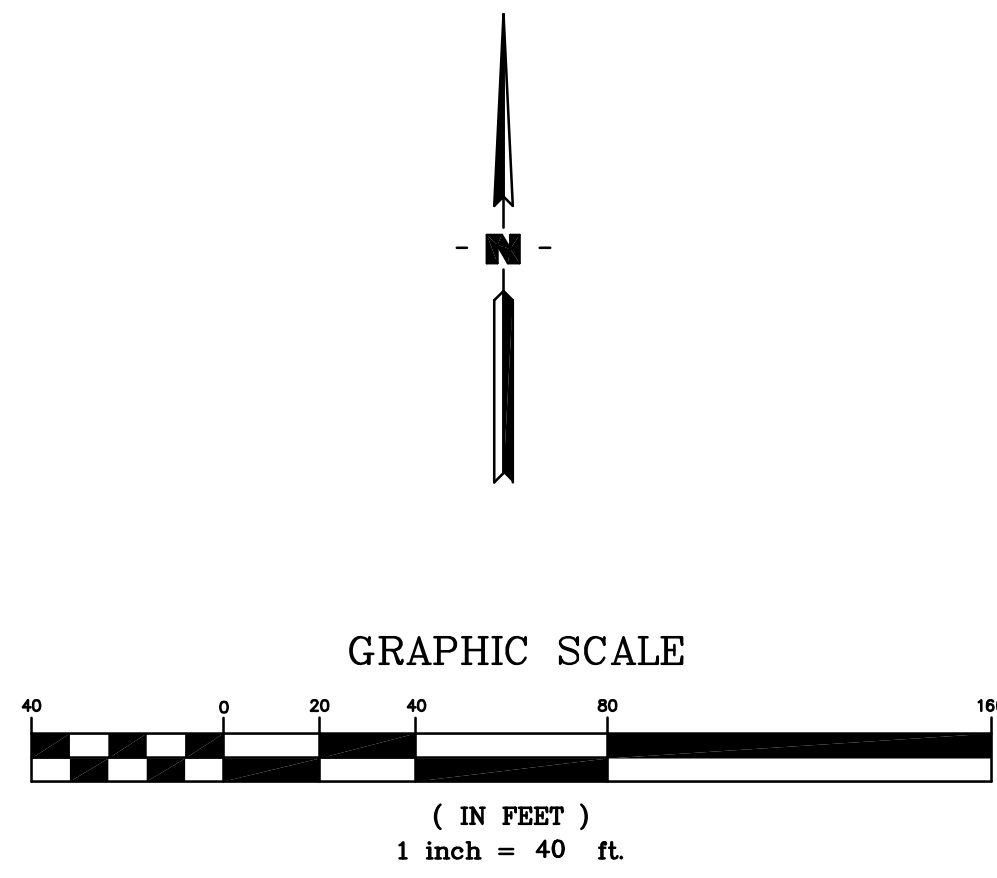
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE:	SEPTEMBER, 2017	SHEET:	
SCALE:	1" = 40'		
PROJECT SURVEYOR:	JAL		
DRAWN BY:	LSH		
LAST DATE OF REVISION:	6/20/2018	JOB NO.:	17-2315

1 OF **3**

DEED DESCRIPTION DETAIL:
(NOT TO SCALE)





TRUE POINT OF BEGINNING PARCEL II
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL I
(SEE DEED DESCRIPTION DETAIL)

TRUE POINT OF BEGINNING PARCEL III
(SEE DEED DESCRIPTION DETAIL)

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 127,604.235
EAST 1,114,282.095

FOUND 3 1/2" BRASS
DISK IN MON CASE
STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE
U.S. SURVEY FEET
NORTH 124,960.231
EAST 1,114,208.455

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°35'19"W	49.50'
L2	N72°15'55"E	95.00'
L3	N44°43'18"W	39.00'
L4	S32°35'19"W	49.50'
L5	N72°15'55"E	95.00'

CURVE TABLE		
CURVE	RADIUS	DELTA
C1	114.56'	19°32'43"
C2	153.50'	30°09'43"
C3	153.50'	25°54'03"
C4	173.50'	37°20'28"
C5	173.50'	2°20'08"
C6	266.50'	26°59'12"
C7	1540.00'	1°09'33"
C8	692.00'	28°21'10"
C9	94.06'	139°35'59"
C10	133.00'	56°03'46"
C11	153.00'	39°40'36"
C12	287.00'	26°59'12"
C13	1500.00'	4°22'25"

LEGEND:

- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE
- BUILDING LINE
- 6" CONCRETE CURB
- EDGE OF ASPHALT
- APPROXIMATE CENTERLINE OF BURNT BRIDGE CREEK
- FLOOD ZONE BOUNDARY
- CHAINLINK FENCE AS NOTED
- WOOD FENCE AS NOTED
- 6" VINYL FENCE
- GUARD RAIL
- CONCRETE SURFACE
- UNDERGROUND STORM DRAIN LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD ELECTRIC/TELEPHONE LINE

- FIRE HYDRANT
- WATER VALVE
- WATER BLOW OFF VALVE
- SANITARY SEWER MANHOLE
- STORM SEWER MANHOLE
- CATCH BASIN
- POWER POLE
- POWER POLE WITH GUY WIRE
- TELECOMMUNICATION RISER
- LIGHT STANDARD
- SIGN
- TEST PIT
- MONITORING WELL
- TREE LOCATION AND NUMBER PER TREE LIST
- RECORD BEARING AND/OR DISTANCE
- LANDSCAPED AREA
- TRASH ENCLOSURE
- FOUND AS NOTED
- FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
- BENCHMARK

PRELIMINARY

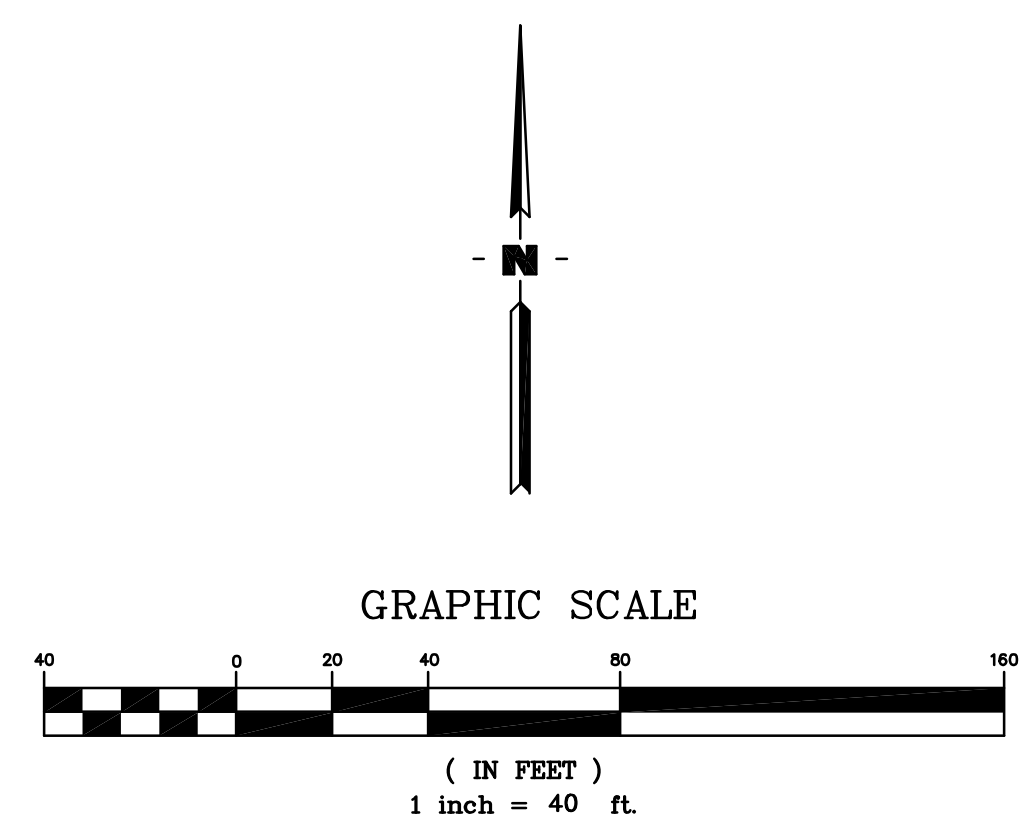
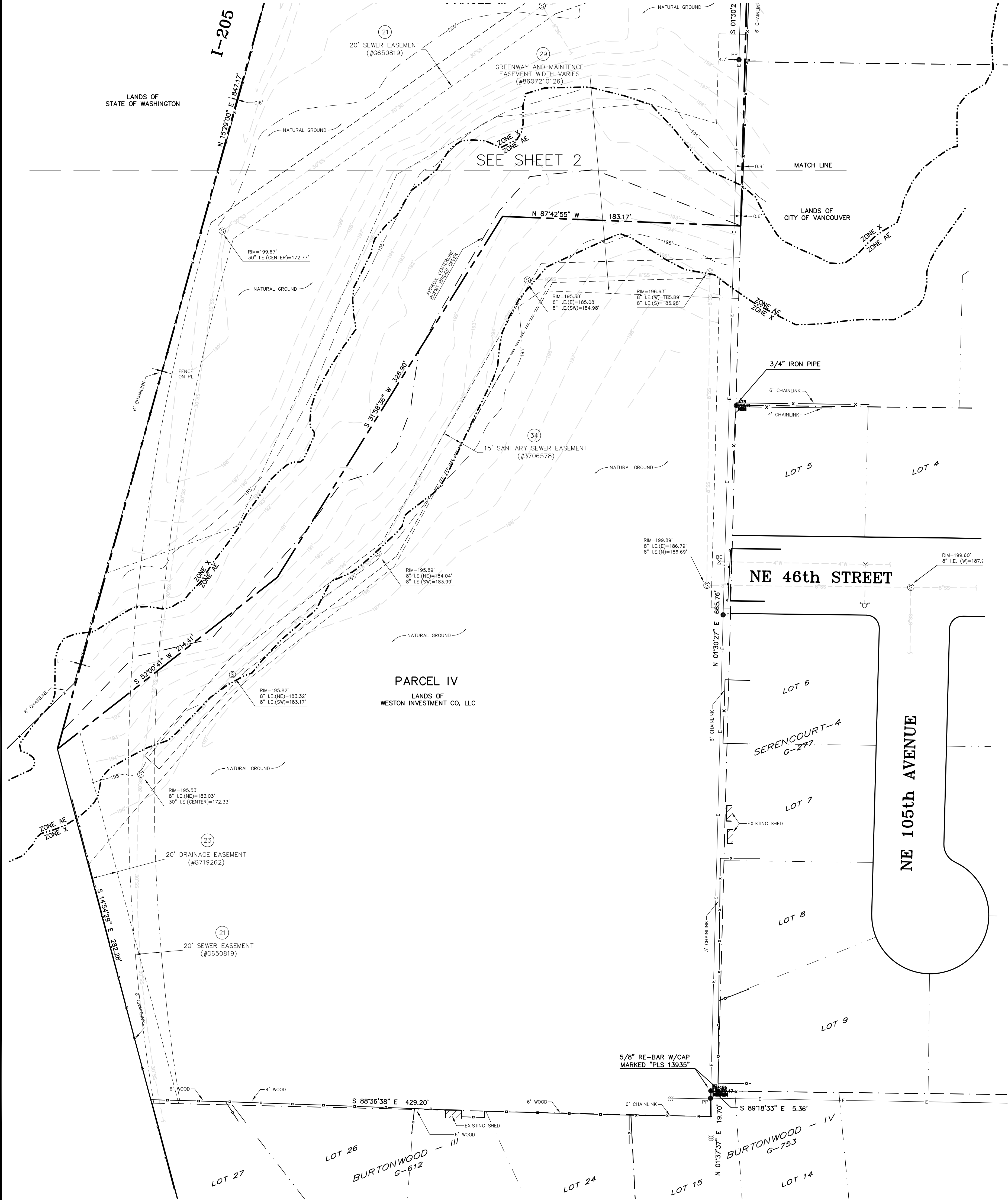
ALTA/NSPS LAND TITLE SURVEY

AFFINITY AT VANCOUVER
NE 51st CIRCLE
VANCOUVER, WASHINGTON



2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: SEPTEMBER, 2017	SHEET: 2 OF 3
SCALE: 1" = 40'	
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



- LEGEND:**
- PROPERTY LINE
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 - FOUND AS NOTED
 - FOUND 1/2" RE-BAR W/CAP ILLEGIBLE
 - BENCHMARK



PRELIMINARY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S32°35'19"W	49.50'
L2	N72°15'55"E	95.00'
L3	N44°43'18"W	39.00'
L4	S32°35'19"W	49.50'
L5	N72°15'55"E	95.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	114.56'	19°32'43"	39.08'
C2	153.50'	30°09'43"	80.81'
C3	153.50'	25°54'03"	69.39'
C4	173.50'	37°20'28"	113.07'
C5	173.50'	2°20'08"	7.07'
C6	266.50'	26°59'12"	125.52'
C7	1540.00'	1°09'33"	31.16'
C8	692.00'	28°21'10"	342.43'
C9	94.06'	139°35'59"	229.17'
C10	133.00'	56°03'46"	130.14'
C11	153.00'	38°40'36"	105.95'
C12	287.00'	26°59'12"	135.18'
C13	1500.00'	4°22'25"	114.50'

ALTA/NSPS LAND TITLE SURVEY

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DATE: SEPTEMBER, 2017	SHEET:
SCALE: 1" = 40'	3 OF 3
PROJECT SURVEYOR: JAL	
DRAWN BY: LSH	
LAST DATE OF REVISION: 6/20/2018	JOB NO.: 17-2315



Exhibit F



- Legend
- Taxlots
 - ImageOrtho
 - Red: Red
 - Green: Green
 - Blue: Blue
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:

1: 3,159

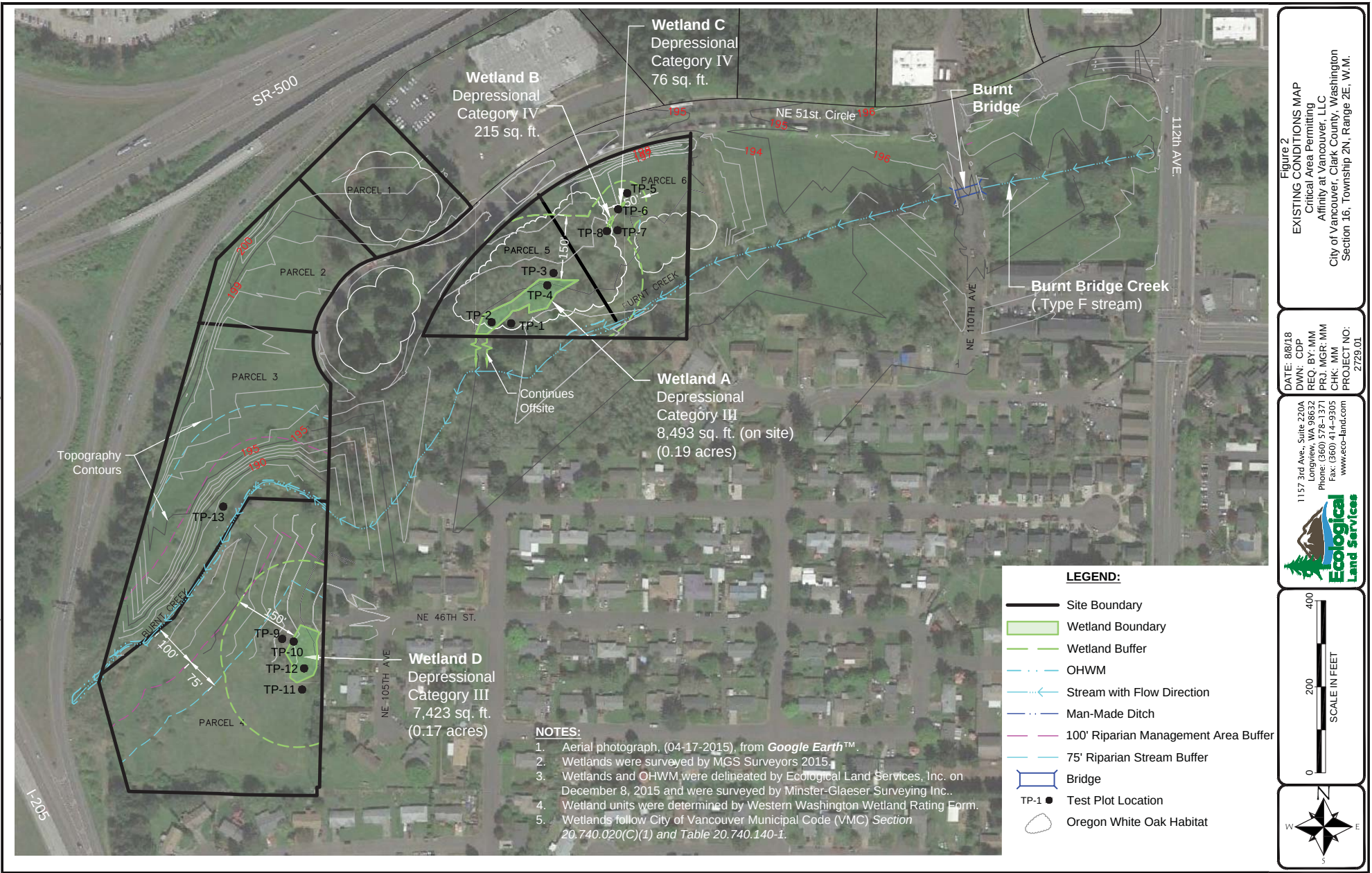


0.1 0 0.05 0.1 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

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Reasonable Use Exemption

Section 20.740.080 Reasonable Use Exceptions

A. Exception Request and Review Process.

If the application of this chapter would deny all reasonable economic use of the subject property, the city shall determine if compensation is an appropriate action, or the property owner may apply for an exception pursuant to this section. Exceptions from the standards of this chapter may be authorized by the city in accordance with the procedures set forth in VMC 20.210.060, Type III Applications.

An application for a reasonable use exception shall be made to the city and shall include a Critical Areas Report, including mitigation plan, if necessary; and any other related project documents, such as permit applications to other agencies, special studies, and environmental documents prepared pursuant to the State Environmental Policy Act (RCW 43.21C). The planning official shall prepare a recommendation to the Hearings Examiner based on review of the submitted information, a site inspection, and the proposal's ability to comply with reasonable use exception criteria in VMC 20.740.080(B).

B. Reasonable Use Review Criteria. The city shall approve applications for reasonable use exceptions when all of the following criteria are met:

1. The application of this chapter would deny all reasonable economic use of the property;
2. No other reasonable economic use of the property has less impact on the critical area;
3. The proposed impact to the critical area is the minimum necessary to allow for reasonable economic use of the property;
4. The inability of the applicant to derive reasonable economic use of the property is not the result of actions by the applicant after the effective date of this chapter, or its predecessor;
5. The proposal does not pose a significant threat to the public health, safety, or welfare on or off the development proposal site;
6. The proposal mitigates for the loss of critical area functions to the greatest extent feasible and contributes to the Critical Areas Restoration Fund for any impacts that cannot be mitigated.
7. The proposal is consistent with other applicable regulations and standards.

C. Burden of Proof. The burden of proof shall be on the applicant to bring forth evidence in support of the application and to provide sufficient information on which any decision has to be made on the application.

(M-3692, Added, 02/28/2005, Sec 2)

Appraiser's Experience



Gary Klockenteger, MAI

Senior Vice President

Valuation Advisory Services

CAREER SUMMARY

Gary Klockenteger graduated in 1967 from Kansas State University with a Bachelor of Arts Degree in Economics and from California State University; Humboldt Campus in 1974 with a Masters Degree in Regional and Natural Resource Economics. Over the past 30 years, he has provided economic and market evaluation service and appraisals to the real estate industry. In 1987 he was awarded his MAI designation by the American Institute of Real Estate Appraisers (now known as the Appraisal Institute) and is certified as a General Real Estate Appraiser by the State of Washington.

Gary's experience includes appraisals, market analyses, and feasibility studies of apartments, vacant land, large-scale residential property, retail, office, industrial and high-tech developments, visitor facilities and recreational property. Since 1990, he has specialized in apartment properties, including vacant land, proposed construction, existing properties ranging in size from less than 10 to 750 units, tax subsidized complexes, and senior independent living apartments. Assignments have been conducted throughout the Pacific Northwest, as well as other regions of the United States and overseas.

He represents clients primarily in the analysis of real estate, valuation, market, and development feasibility. Clients include individual investors, developers, corporations and government.

COURT EXPERIENCE

Washington Superior Court

PROFESSIONAL LICENSES

- State of Washington Certified General Real Estate Appraiser (No. 1100479)
- State of Oregon, Certified General Real Estate Appraiser (No. C000975)

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garyk@kiddermathews.com

Gary Klockenteger, MAI continued

PARTIAL CLIENT LIST

Allstate Life Insurance Co.	John Hancock	Quadrant Corporation
American Property Investment Co.	JPMorgan Chase Bank	Resolution Trust Co.
Bank of America	KeyBank	Seattle Mortgage
Bank of California	The Koll Co.	Short Cressman & Burgess
Bank of Montreal	Lincoln Property Co.	St. Paul Federal
California Federal Bank	Lorig Associates	Trammell Crow Residential
Central Washington University	Metropolitan Life	TRI Financial Corporation
CitiCorp Real Estate	Mitsubishi Bank	Union Bank
Continental Mortgage Co.	Mullally Development	University of Washington
Davis Wright Tremaine	New York Life	US Bancorp
Evergreen Mortgage Co.	Paine Webber	Washington Federal
First Interstate	Properties Four, Inc.	Washington Trust Bank
First Mutual Bank	Puget Power	Weyerhaeuser Real Estate
Glacier Park Co.	Puget Western	

STATE OF WASHINGTON

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION



THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

CERTIFIED GENERAL REAL ESTATE APPRAISER

GARY CURTIS KLOCKENTEGER

KIDDER MATHEWS

601 UNION STREET

SUITE 4720

SEATTLE WA 98101-2355

1100479

License Number

07/25/1991

Issued Date

08/14/2019

Expiration Date

Pat Kohler
Pat Kohler, Director