

AFTER RECORDING RETURN TO:

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Portland, OR 97204

DOCUMENT TITLE: Development Agreement

GRANTOR: HP Inc., a Delaware corporation

GRANTEE: City of Vancouver, a Washington municipal corporation

ABBREV. LEGAL DESCRIPTION: #26 SEC 30 T2NR3EWM 20A; #11 SEC 30 T2N R3EWM 32.88A; #17 & #23 SEC 30 T2N R3EWM 8.50A; #64 SEC 30 T2N R3EWM 1.50A; #27 SEC 30 T2N R3EWM 10A; #13 SEC 30 T2N R3EWM 20A; #57 SEC 30 T2N R3EWM 4.40A; #56 SEC 30 T2N R3EWM 15.60A; #55 SEC 30 T2N R3EWM 7.98A; #58 SEC 30 T2N R3EWM 2.02A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:

176386-000	176424-000	176417-000	176418-000
176374-000	176387-000	176416-000	
176380-000	176376-000	176415-000	

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF VANCOUVER AND HP INC. RELATING TO THE
DEVELOPMENT COMMONLY KNOWN AS PROJECT GREENFIELD**

This DEVELOPMENT AGREEMENT (“Agreement”) is entered into this 16th day of December, 2019, by and between the City of Vancouver (“City”) a municipal corporation under the laws of the State of Washington and HP Inc., a Delaware corporation (“Developer” or “HP”) (collectively the “Parties”), pursuant to RCW 36.70B.170-.210 and chapter 20.250 of the Vancouver Municipal Code (“VMC”).

RECITALS

WHEREAS, the City is a first-class city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens including the authority to regulate land use and development of property;

WHEREAS, HP is a Delaware corporation that has had a presence in the City for 38 years, and contributes and will continue to contribute to the greater Vancouver community;

WHEREAS, HP embraces the opportunity and responsibility to positively impact the communities where its employees live, work, and do business. Community service is a value so deeply ingrained at HP that employees are offered paid volunteer hours and are encouraged to apply for the Time-off Community Support Grant, which sponsors employees to volunteer full-time for a week. In addition to time, HP offers donation matching for employees, grants for non-profit organizations, and sponsorships in their communities. In Vancouver alone, an average of 1,500 volunteer hours per year are completed within the local community through HP’s Community Outreach team in support of a range of nonprofits including, but not limited to, Oregon and Clark County Food Bank, Columbia Springs, Humane Society of Southwest Washington, Fort Vancouver Regional Library, Avamere and Kamlu Resort, Vancouver Watershed Alliance, Firstenburg, Lifeline Connections, Washington Trails Association, Evergreen Habitat for Humanity, Sharehouse, Camp Hope, and Global Watershed Shoreline;

WHEREAS, HP’s local Site Council funds approximately Twenty Thousand Dollars (\$20,000.00) annually for HP’s Community Outreach team to organize and complete these projects, along with sponsorships and donations. Each fall, HP Vancouver employees vote for local 501(c)3 organizations to receive the HP Imagine Grant, supporting programs that align with the Foundation’s mission by focusing on education and technology related learning experiences for underrepresented and/or underserved communities. In 2019, three local charities were each awarded Nine Thousand Dollars (\$9,000.00) through this grant. In addition, HP provides holiday giving trees, and is a PRIDE Rainbow;

WHEREAS, HP mentors and trains the next generation of innovators through its annual intern program; HP LIFE program, a learning initiative for entrepreneurs; WSU Vancouver Capstone project; iUrbanTeenPitch project; Camas Girls in STEM; and other programs;

WHEREAS, Developer's community involvement and commitment will continue well into the future as a result of this Agreement;

WHEREAS, Developer has a purchase and sale agreement for real property consisting of approximately 68 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 1 ("Property");

WHEREAS, the Developer has an option to purchase real property consisting of approximately 30 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 2 ("Additional Property");

WHEREAS, the Property and Additional Property is collectively referred to as "HP Property."

WHEREAS, the Developer intends to conduct reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and develop the HP Property to accommodate a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements across the HP Property (the "Project");

WHEREAS, buildout of the Project is expected to occur in multiple phases over the next fifteen years;

WHEREAS, Phase 1 of the Project will involve development of one or more structures that will together comprise up to 330,000 gross square feet of office, research and development, and light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory space, and related parking and associated onsite improvements ("Phase 1");

WHEREAS, Developer may purchase additional property in the future within Section 30 and the Developer anticipates, with the City's consent, annexing such additional property into this Agreement ("Annexed Property");

WHEREAS, Section 30 consists of approximately 553 acres of land historically and primarily used for aggregate extraction and processing, where 140 acres of Section 30 property is publicly-owned property held by Clark County, City of Vancouver, and the Bonneville Power Association;

WHEREAS, in 2009 the City adopted the Section 30 Urban Employment Center plan (the “Subarea Plan”) that establishes planning goals and policies for timely and predictable redevelopment of Section 30 following cessation of aggregate activities;

WHEREAS, the Developer’s Project is the first project to implement the Section 30 Subarea Plan and requires a significant public and private investment to fund common infrastructure including, but not limited to, streets, sidewalks, power, gas, communications, stormwater, and water and sewer utilities that will benefit the Project, future development in Section 30, and the general public by fulfilling the goals of the Subarea Plan;

WHEREAS, the Subarea Plan anticipated that development would occur parcel by parcel, as compared to Developer’s catalyzing Project of up to 98 acres;

WHEREAS, the City has determined that this Agreement will facilitate orderly buildout of the planned improvements, will further promote growth management and planning objectives of the City for Section 30, and will improve the economic vitality of the City;

WHEREAS, the City has determined that flexibility is found within the Subarea Plan policies, Section 30 Design Guidelines, and implementing code under chapter 20.690 Vancouver VMC to enable this unique Project to successfully and efficiently master plan for development to occur, and that this flexibility provides the City the opportunity to consider the flexible application of such policies, guidelines, and standards during the land use review process for the Project consistent with this Agreement;

WHEREAS, the Parties intend that they shall take further actions and execute further documents necessary or appropriate to implement the intent of this Agreement;

WHEREAS, the Washington State Legislature enacted RCW 36.70B.170-.210 to strengthen the land use planning process and reduce the costs of development by authorizing the City to enter into a private agreement with a landowner regarding the development of its real property located within the City’s jurisdiction; and

WHEREAS, pursuant to RCW 36.70B.200 and VMC 20.250.050, this Agreement was subject to public notice on or about December 9, 2019, a City Council workshop was held on December 9, 2019, and a hearing was held before the City of Vancouver Council on December 16, 2019. The City authorized execution of this Agreement by Resolution No. _____ adopted on December 16, 2019.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the receipt and adequacy of which consideration is acknowledged, the Parties agree as follows:

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AGREEMENT

Section 1. Incorporation of Recitals and Exhibits

The recitals set forth above and the exhibits attached hereto are by this reference incorporated into the Agreement as though set out in full.

Section 2. Purpose

The purpose of this Development Agreement is to:

- (a) Provide for the mix of uses allowed by this document for development of the Project;
- (b) Provide a process to review Phase 1 and Developer's Master Plan for Subsequent Phases;
- (c) Provide the building permit review fees to apply to the Project;
- (d) Provide a framework for how business license surcharge fees will apply to the Project;
- (e) Reserve transportation capacity for HP's future development of the Project governed by this Development Agreement;
- (f) Provide for the availability and use of transportation impact fee reductions for Developer's future development of the Property governed by this Agreement;
- (g) Provide a process for Developer to reserve sanitary sewer and associated infrastructure capacity for the Project;
- (h) Reserve Developer's right to connect to any Section 30 public stormwater system for the Project subject to Section 4(d)(iii) below; and
- (i) Vest the Project to Development Standards as provided in Section 10 below to the HP Property, and any later Annexed Property that is added to this Agreement.

Section 3. Effective Date and Term

(a) Effective Date

The effective date shall be the date of the adoption of a resolution by the City of Vancouver Council approving this Agreement.

(b) Term

The term of this agreement shall be fifteen (15) years from the effective date. Developer shall have one (1) five (5) year option to extend this Agreement, subject to approval by the City

in its sole discretion through a Type I review process. Subsequent extension requests may be approved by the City as an amendment to this Agreement.

(c) Modification

This Agreement may be modified, extended or terminated only upon the written agreement of Developer and the City.

Section 4. Proposed Development

(a) Maximum Allowable Development and Uses

The HP Property is zoned Employment Center Mixed Use (ECX). The ECX zoning code in effect as of the date of this Agreement, and the current chapter 20.690 VMC allow the Project. This Agreement governs development of the Project on the HP Property and timing of such development shall be based on need and market conditions determined in Developer's sole discretion. Any proposal to develop the HP Property that is not consistent with the Project, including development of more than a cumulative total of 1,500,000 gross square feet of building space, shall be subject to then-applicable provisions of the VMC. The HP Property shall not be developed with any of the following uses:

Group Living
Community Recreation
Park & Ride Facilities: Structure
Vehicle Fuel Sales
Rail Lines/Utility Corridors
Uses listed under RCW 36.70B.170(3)(e)

(b) Phases

i. Phase 1

Phase 1 shall occur on the southeastern portion of the Property in the general area depicted on Exhibit 3 ("Phase 1 Property").

ii. Subsequent Phases

The remaining allowable development may be spread out over one or more phases across the HP Property depicted on Exhibit 3 ("Subsequent Phases").

(c) Annexed Property

The terms of this Agreement shall apply to Annexed Property, if the Agreement is amended to add such Annexed Property during the term of this Agreement in the City's sole and absolute discretion. Any Annexed Property shall be incorporated into the definition of HP Property.

(d) Standards

Pursuant to RCW 36.70B.170(3), the Parties identify the following non-exclusive list of standards applicable to the Project on the HP Property (collectively “Development Standards”).

i. Permitted Uses, Zoning, and Standards

The permitted land uses and development regulations for development, and other standards applied to the Project on the HP Property include those in chapters 20.440 (Industrial Districts), 20.690 (Section 30 Employment Center Plan District), 20.925 (Landscaping), 20.960 (Signage), and 20.945 (Parking and Loading) VMC in effect on the date of the adoption of this Agreement. The City has considered the applicability of these standards to the Project on the HP Property, as set forth in Exhibit 4, and will apply the standards consistent with Exhibit 4 to the Project.

ii. Planning Goals and Objectives

The planning goals adopted by the City in the Subarea Plan shall be the policy guidance and the foundation for all future development of the Project on HP Property. The City has considered the conceptual Project layout, inclusive of building shape and massing, and road alignments in Exhibit 5. Based on this conceptual visualization of the Project, the City has analyzed the Subarea Plan to determine the applicability of the plan policies to the Project on HP Property, as set forth in Exhibit 6, and will apply the policies consistent with Exhibit 6 for Phase 1 and the Master Plan to Developer’s Project as long as they do not materially deviate from the conceptual layout in Exhibit 5.

iii. Surface and Groundwater

All future development of the Project on HP Property shall be subject to the City of Vancouver Stormwater Management standards, chapter 14.25 VMC. The Parties agree that the expectation for the development of HP Property and subsequent development across Section 30 shall require each property owner to manage stormwater quality on its own property prior to releasing stormwater to a public stormwater collection facility. The City acknowledges that native gravels provide the best stormwater infiltration, and that as a result of the mined condition few areas within Section 30 retain native gravel. The City will prioritize retention of areas with native gravel for stormwater infiltration for all development in Section 30, especially within areas near the Subarea Plan’s conceptual location for 9th Street. The City may establish a local improvement district or similar mechanism to finance a Section 30 public stormwater facility. In the event the City constructs a public stormwater facility or accepts the dedication of a public stormwater facility, the City shall allow the Developer to connect to the system subject to satisfaction of all applicable code provisions and payment of any connection fee or charges, including, but not limited to, local improvement district fees.

iv. Water Service

Water service for the Project shall be designed and constructed in accordance with the City of Vancouver Water Design and Construction Requirements. Water service shall be

provided by the City. The Developer shall provide potable water infrastructure on HP Property to serve the Project at its cost, and the costs of provision of public infrastructure are governed by Sections 4(e) and 7 of this Agreement.

v. Sewer Service

Sanitary sewer service for the Project shall be designed and constructed in accordance with the City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers. Sewer service shall be provided by the City. The Developer shall provide sanitary sewer infrastructure on the HP Property to service the Project at its cost, and other provision of public infrastructure is governed by Section 8 of this Agreement. The Subarea Plan anticipates that a sanitary sewer pump station and associated infrastructure will be installed to serve Area 2 of Section 30, where the HP Property is located and Developer shall construct the sanitary sewer pump station ("Area 2 Pump Station"). pursuant to Section 8(c) of this Agreement. By this Agreement Developer reserves 143,000 gallons per day of capacity in the Area 2 Pump Station and associated public infrastructure, equal to the anticipated sanitary sewer demand for the 1,500,000 gross square feet of development associated with the Project; provided, however, that the reserved capacity shall not be available unless (i) the Area 2 Pump Station is constructed; (ii) Developer provides the City with a minimum twenty-four (24) months advance written notice of its need to utilize the capacity, which shall be accomplished by Developer's request for a pre-planning meeting for the master planning process for the Project; and (iii) Developer has paid all applicable fees and charges required by the City to use the reserved capacity that Developer shall pay in proportionate share as the Subsequent Phases are developed and sewer capacity is used by the Project.

vi. Road Standards

Roads and rights of way for the Project shall be designed and constructed in accordance with chapter 20.690 VMC, the Subarea Plan and Section 30 Design Guidelines, and consistently with Exhibits 4 and 6 and Section 8(b) of this Agreement.

vii. Other Development Standards

Development of the Project shall comply with all other applicable Development Standards including, but not limited to, chapters 11.70 (Transportation Concurrency), 14.08 (Connections to Public Sewers), 20.770 (Tree, Vegetation, and Soil Conservation), 20.909 (Escrow and Assurances), 20.910 (Exceptions and Interpretations), 20.912 (Fences and Walls), 20.915 (Impact Fees), 20.935 (Off-Site Impacts), 20.970 Solid Waste Disposal and Recycling), and 20.985 (Visual Clearance) VMC, in effect on the date of the adoption of this Agreement.

(e) Infrastructure Financing Tools

Developer may apply for use of chapter 11.10 VMC (Local Finance Tools), VMC 14.04.235, and VMC 14.04.285 effective on the date of Developer's application for development to obtain reimbursement for certain expenditures that qualify under these provisions.

(f) Other Property Development Agreements

A portion of the Phase 1 Property is subject to the following development agreement:

English Development Agreement, Recorded Document No. 4413045

The Additional Property is subject to the following development agreement:

Pacific Rock Development Agreement, Recorded Document No. 4096886, as modified and restated in Recorded Document No. 4443223

A portion of the Additional Property is subject to the following development agreement:

Glacier NW Development Agreement, Recorded Document No. 3925154

The HP Property is subject to the following development agreement:

One Pacific Corporation Development Agreement ("One Pacific Agreement"), Recorded Document No. 3925154

(collectively "Pre-Existing Development Agreements"). The Pre-Existing Development Agreements shall remain in full force and effect unless and until land use applications for the Project are submitted and approved, with the exception of the One Pacific Agreement that shall remain in full force and effect. Upon issuance of a permit to Developer for the Project, this Agreement shall supersede and replace the Pre-Existing Development Agreements applicable to the portion of the HP Property covered by such Project permit; provided, however, that the One Pacific Agreement shall remain in full force and effect until the City receives the full balance owing under the Westridge SDC in place at the time of this Agreement (which as of November 1, 2019 had a balance owing of \$693,200.81 to the City) by Developer or other responsible parties.

(g) Reservation of Transportation Capacity

In anticipation of Developer's Project, a traffic study, attached as Exhibit 7, was completed for Developer to determine the average daily trips, and p.m. peak hour trips generated by HP's Project of up to 700,000 gross square feet of development consistent with land use designation 714 in the International Traffic Engineer ("ITE") *Trip Generation Manual*, 10th Edition (2019). Developer submitted this traffic study to the City in association with this Agreement. The traffic study estimated that future development as contemplated herein will create 723 p.m. peak hour trips. For the purpose of vesting trips under this Agreement, 723 p.m. peak hour trips will be used as the vested amount of p.m. peak hour trips during the period of this Agreement and any extensions.

The City hereby reserves for Developer for use throughout the Project of up to 700,000 gross square feet of buildings occupied by uses consistent with land use designation 714 in the

ITE *Trip Generation Manual*, 10th Edition (2019) for the term of this Agreement, the following transportation capacity consistent with the number of trips calculated in the traffic study for purposes of transportation concurrency, chapter 11.70 VMC: 5,565 daily trips. The City shall make complete transportation concurrency findings related to the Project at the time of development review for individual buildings, phases, and Master Plan approvals up to 700,000 gross square feet of buildings.

Any development exceeding 700,000 gross square feet of buildings on the HP Property, or not consistent with land use designation 714 in the ITE *Trip Generation Manual*, 10th Edition (2019) will not be governed by this traffic report, will require an updated traffic report, and a new concurrency determination.

In the event that the City of Vancouver proposes an alternative traffic capacity vesting mechanism acceptable to both Parties, then the Parties may mutually agree to modify certain provisions of this Section 4(g).

Section 5. Reserved Capacities

Section 4 of this Agreement reserves capacity for sanitary sewer, and vehicular trips (collectively “Reserved Capacities”). As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, the reserved capacities shall be reserved only for land owned by Developer and covered by this Agreement. For purposes of this section, the definition of “owned by Developer” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise, and the terms “controlling” and “controlled” have the meanings correlative to the foregoing. As used herein, “Affiliate” shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Developer. For purposes of this Section 5, owned by Developer shall include (i) any transfer to a subsidiary, Affiliate of Developer, parent company, any company that owns 50% or more of the voting stock of Developer, (ii) any collateral security transfers in connection with any debt or equity financing or transfers pursuant to a foreclosure or a deed in lieu thereof; (iii) transfers to any Affiliate of Developer; (iv) transfers in connection with a sale of all or substantially all of Developer’s assets or its stock; (v) transfers in connection with a lease back of the HP Property or all improvements thereon by Developer; (vi) the sale or transfer of shares of Developer, including, without limitation, transfers of shares that would change Developer from a publicly traded company to a privately held one; (vii) transfer made in connection with a portfolio sale of two (2) or more buildings; or (viii) transfers to any “spin off” from, or business unit of Developer. The transfers described in (i) through (viii) are herein together called “Permitted Transfers”. Permitted Transfers will carry forward any Reserved Capacities in this Agreement. Any other transfer of HP Property, except a Permitted Transfer, will not be entitled to a transfer of any Reserved Capacities. Developer shall have sole discretion to distribute Reserved Capacities across HP Property and any Annexed Property that may be added to this Agreement in the future.

Section 6. Traffic Impact Fees

(a) Project Designation for Calculating Traffic Impact Fees (“TIF”)

TIF for the Project shall be assessed using land use code designation 714 in the *ITE Trip Generation Manual, 10th Edition* (2019); provided, however, that any development of the HP Property that does not meet the intent of ITE land use code designation 714 shall be assessed TIF based on the appropriate ITE designation as determined by the City in its sole discretion.

(b) TIF Business Development Incentive

The City Council will hold a public hearing to (1) extend the Business Development TIF Incentive in chapter 20.915 VMC; and (2) consider an amendment to chapter 20.915 VMC to reduce Traffic Impact Fees by 50%, up to a maximum of \$200,000, for any business that (1) relocates 700 or more employees with a median salary of equal to 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA (“TIF Ordinances”). In the event that the City adopts the foregoing Business Development TIF Incentive mechanism that is acceptable to both Parties, the Parties may mutually agree to modify certain provisions of this Section 6(b). Nothing in this Section 6 shall be construed to obligate the City to approve the TIF Ordinances.

(c) TIF Credits

Provided all criteria in chapter 20.915 VMC are satisfied, the Developer shall be entitled to TIF credits pursuant to VMC 20.915.090 for constructing a collector arterial off of SE 1st to serve Phase 1 (e.g. extension of 184th Avenue), and any other east/west collector arterial off of 184th connecting to 172nd Avenue and 192nd Avenue (e.g. construction of 9th Street). To the extent the credit exceeds the Developer’s TIF assessment for Phase 1, Developer may apply any excess credit to Subsequent Phases during the term of this Agreement. Developer is permitted to accumulate TIF credits for any qualifying road projects it constructs throughout the term of this Agreement and any extensions thereof, provided, however that TIF credits will not be available if the City contributes City Reinvestment Funds to cover the full cost of a qualifying road project pursuant to Section 7 of this Agreement. In the event the City issues a partial contribution to Developer for qualifying road projects, Developer shall be entitled to TIF credits for the portion the Developer funded provided the criteria of chapter 20.915 VMC are satisfied. Any TIF credits for the Project accumulated by Developer will not be deducted from the City’s Reinvestment Funds.

(d) Applicability of TIF Incentive

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 6 shall only apply to Developer’s owned HP Property, subject to Permitted Transfers.

(e) Dedications

Once Developer dedicates real property for public infrastructure, subject to the City's acceptance, the City shall maintain the system located on City property.

Section 7. City Contribution Towards Section 30 Redevelopment Infrastructure

(a) Funding to Coincide with Developer's Phased Development

Developer's Project will be the first project to develop under the Subarea Plan and will require a significant investment in infrastructure. Infrastructure constructed by the Developer for the Project will facilitate development of the rest of Section 30. As set forth in this Section 7 and considering these unique circumstances the City agrees to reinvest up to Ten Million Dollars (\$10,000,000.00) ("City Reinvestment Funds") towards Core Public Improvements defined in Section 7(b) of this Agreement.

i. Phase 1

The contribution of City Reinvestment Funds for Core Public Improvements in Phase 1 shall be limited to Three Million Five Hundred Thousand Dollars (\$3,500,000.00) that may be used as soon as Developer submits a complete building permit application for Phase 1 improvements. Any unused amount of City Reinvestment Funds allocated in Phase 1 may, in Developer's sole discretion, be applied to Core Public Improvements in Subsequent Phases.

ii. Subsequent Phases

The contribution of the City Reinvestment Funds during the Subsequent Phases shall be limited to Six Million Five Hundred Thousand Dollars (\$6,500,000.00) that may be used once Developer submits a complete building permit application for a building that will cause the total square footage of development in the Subsequent Phases to meet or exceed 330,000 gross square feet.

(b) Funds to be Spent on Core Public Improvements

The City Reinvestment Funds shall be used to construct or contribute to Core Public Improvements. To qualify as a core public improvement the infrastructure must provide a public benefit to future redevelopment of Section 30 ("Core Public Improvements"). Examples of Core Public Improvements include, but are not limited to, collector arterials (inclusive of all frontage improvements including sidewalks, roundabouts, landscaping, street lighting, and water mains), public recreational trails, public transportation facilities, public stormwater collection facilities and related infrastructure, public water facilities and related infrastructure, public sanitary sewer facilities and related infrastructure. Notwithstanding whether the Developer decides to utilize the City Reinvestment Funds for particular Core Public Improvements, the City agrees that the following public infrastructure improvements shall, so long as the above criteria are met, be considered Core Public Improvements eligible for reimbursement: the extension of 184th Avenue

from Phase 1 to 9th Street, construction of 9th Street between 172nd Avenue and 184th Avenue, payment of System Development Charge fees (including the One Pacific Agreement related fees), any Developer-dedicated public recreational trail, and construction of Area 2 Pump Station and related infrastructure as contemplated in the Subarea Plan. Without limiting the foregoing, the City shall make Section 30 public infrastructure improvements a top priority in the City's grant writing program and other public funding plans.

(c) Method of Contributing City Reinvestment Funds

Developer may, in its sole discretion, use City Reinvestment Funds to contribute to all or a portion of Developer's costs to construct a Core Public Improvement or to fully fund City construction of a Core Public Improvement. In the event the Core Public Improvement includes land dedicated to the City, the value of the land dedicated for such improvement may, at Developer's option, be included as an actual cost of construction. The land valuation of the dedicated property shall equal the Developer's cost to acquire the property calculated on a square foot basis.

In no event will Developer be permitted to recover City Reinvestment Funds through available cost recovery mechanisms including, but not limited to, those cost recovery mechanisms identified in Section (4)(e) of this Agreement. The City reserves and retains all rights to recover City Reinvestment Funds used for Core Public Improvements and may use any recovered City Reinvestment Funds in its sole and absolute discretion.

i. City Construction of Core Public Improvements

Developer may request that the City construct a Core Public Improvement. Developer shall identify the Core Public Improvement by providing the City with notice that includes build-ready plans for the City's review and approval. The City may, in its sole discretion, agree to construct the Core Public Improvement based on terms and conditions it deems appropriate; provided, however, that the City shall not construct a Core Public Improvement unless there are sufficient City Reinvestment Funds to cover the full cost of construction. The City shall signify its agreement to construct a Core Public Improvement by providing Developer with an estimated cost to construct the Core Public Improvement, an estimated construction schedule, and terms and conditions, if any, within thirty (30) days of receipt of the build-ready plans ("Construction Terms"). Developer shall notify the City in writing within fifteen (15) days of its receipt of the Construction Terms of its election to have the City proceed with construction of the Core Public Improvement. If notice is not provided as set forth in this Section, it shall be presumed that the City will not construct the Core Public Improvement.

Nothing in this Section 7(c)(i) shall be construed to obligate the City to construct a Core Public Improvement for Developer within a certain timeframe or at a pre-determined cost. Developer acknowledges that City construction of a Core Public Improvement requires that it comply with chapter 39.12 RCW and procurement practices in chapter 3.05 VMC. If Developer elects to have the City proceed with construction, the estimated cost shall be immediately

deducted from available City Reinvestment Funds. The City shall provide Developer with its actual cost of construction within thirty (30) days of completion. If actual costs of construction are less than the estimated costs, the difference shall be credited back to the City Reinvestment Fund balance. If actual costs exceed the estimated costs the difference shall be deducted from the City Reinvestment Fund balance, or paid by the Developer if there are insufficient City Reinvestment Funds remaining.

ii. Core Public Improvement Constructed by Developer

Developer may choose to construct a Core Public Improvement and request full or partial contribution for the costs from the City Reinvestment Funds. Developer shall identify the Core Public Improvement and the amount of contribution it seeks in the Type II review application for Phase 1 or in the Master Plan for Subsequent Phases. To be eligible for contribution, the Core Public Improvement must (i) be bid and constructed pursuant to City procurement practices in chapter 3.05 VMC, as amended; (ii) be constructed in full compliance with chapter 39.12 RCW, as amended; (iii) meet all applicable City, State, or Federal standards; (iv) be constructed in a good and workmanlike manner; and (v) dedicated to the City after passing all City inspections. Developer shall provide documentation substantially in the form of Exhibit 8 attached hereto, of the cost to construct the Core Public Improvement for contribution after the inspection occurs. Developer shall also submit documentation that all applicable City procurement procedures and the requirements of chapter 39.12 RCW were followed, including, but not limited to, all forms submitted to the Department of Labor and Industries. The City shall have thirty (30) days to review documentation provided by Developer in relation to a contribution request for a Core Public Improvement and the Parties shall resolve all documentation matters within forty-five (45) days of submittal, unless otherwise mutually agreed. Any contribution for construction activity undertaken by Developer shall be subject to inspection. The City shall schedule a requested contribution inspection within thirty (30) days from Developer's request. The City shall provide the requested contribution to Developer within sixty (60) days of passing inspection or dedication of the Core Public Improvement to the City, whichever occurs sooner.

Developer may, at its sole option, request partial contribution of City Reinvestment Funds for the Core Public Improvement. In such a case, Developer reserves the right to apply to recover the non-City Reinvestment Funds pursuant to available cost recovery mechanisms including, but not limited to, latecomer's agreements under chapters 11.10 and 14.04 VMC. By way of example only, if Developer constructs the Area 2 Pump Station contemplated under Section 4(d)(v) of this Agreement, Developer may seek a partial contribution of City Reinvestment Funds to cover Developer's proportionate share of the cost and fund the remaining cost with its own monies. Developer could then apply for a latecomer agreement to recover the money it contributed to the cost to construct the Area 2 Pump Station.

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Section 8. City Processing and Review of Project Permits

(a) Project Type

i. Phase 1

Pursuant to VMC 20.690.030(D), the City determines that Phase 1 will not have area wide infrastructure or land use implications and shall be processed as a Type II decision provided that Phase 1 satisfies the conditions in Section 8(b) through 8(f) of this Agreement. A description of the Phase 1 Property in Exhibit 9 in relation to surrounding properties provides information to conclude that adequate infrastructure can be achieved in the short term while Developer's master planning for Subsequent Phases occurs.

ii. Subsequent Phases

Subsequent Phases of the Project shall be processed using the master planning process contained in VMC 20.690.050 in effect as of the date of this Agreement. The Phase 1 Property shall be incorporated in any future master plan involving adjacent HP Property. This Section 8(a)(ii), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(b) Road Infrastructure

Phase 1 shall include design of a full-width, thirty-four (34) foot curb-to-curb collector arterial extending from SE 1st Street in the approximate location of 182nd Avenue and 184th Avenue ("184th") to serve the Phase 1 Property, consistent with the right of way depicted in Exhibit 10 with Developer improving the street sufficient for two-way vehicular traffic, inclusive of a 12 foot recreational trail subject to Section (8)(d) of this Agreement ("184th Extension"). The 12 foot recreational trail satisfies the requirement for the trail identified in Section 8(d) of this Agreement.

Developer acknowledges and agrees that two roundabouts are contemplated at intersections along 184th between SE 1st Street and SE 9th Street and may be located on all or a portion of the HP Property. The location of such roundabouts will be selected during the master planning process for Subsequent Phases. Developer shall dedicate, at no cost to the City but subject to Section 7 of this Agreement, land necessary to construct such roundabouts and any planned collector arterials from said roundabouts. To the extent the 184th Extension is located entirely on the Phase 1 Property, Developer shall allow access to 184th through the Phase 1 Property at no cost. This Section 8(b), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st

Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(c) Sewer Infrastructure

Phase 1 shall provide all required sanitary sewer infrastructure in the 184th right of way to connect to the Area 2 Pump Station, including gravity lines that will carry sewer flows from Phase 1 to the sanitary sewer pump station and a force main to carry sewer flows from the sanitary sewer pump station to SE 1st Street. Developer may construct the Area 2 Pump Station as contemplated in the Subarea Plan as part of Phase 1, or temporarily connect to a sanitary sewer pump station outside of Section 30 to service Phase 1; provided, however that Developer agrees that the Area 2 Pump Station shall be constructed, consistent with Section 4(d)(v) of this Agreement, within three (3) years of issuance of the first certificate of occupancy for a Phase 1 building. The deadline to construct the Area 2 Pump Station may be extended in the City's sole discretion in the event Developer demonstrates good faith progress towards a Master Plan for Subsequent Phases and eventual construction of the station. Upon completion of the Area 2 Pump Station Developer shall connect Phase 1 to the sanitary sewer pump station at its sole cost and expense.

(d) Dedication of Public Recreational Trail

The Subarea Plan contains a conceptual location for a public recreational trail on the western boundary of the HP Property. The recreational trail location in the Subarea Plan is conceptual and allows for deviation to be determined through the master plan process, however, to meet the goals of the Subarea Plan the recreational trail must be open to the public and must connect north to a location near 9th Street and west towards 172nd Avenue along or near the northern boundary of the HP Property. The City agrees that in the event the trail is located on HP Property and maintained in Developer's ownership shall be considered a trail used solely for recreational use purposes. Any other purpose specified in any other City document related to any public recreational trail on HP Property is superseded by this Agreement.

To satisfy this Subarea Plan goal, in Phase 1 Developer shall design and construct a 12 foot recreational trail adjacent to 184th. The trail shall be designed to allow for future connectivity along 184th and connection to 9th Street in Subsequent Phases as will be designed during the master plan process. Upon dedication of the recreational trail to the City, the City shall maintain the trail.

(e) Boundary Slopes and Final Elevations

Developer's design of the Phase 1 boundary slopes and final elevations is to be consistent with the description in Exhibit 9.

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(f) State Environmental Policy Act ("SEPA")

i. Existing SEPA Documents

The City adopted a Determination of Nonsignificance ("DNS") in accordance with SEPA requirements when the Subarea Plan was adopted in 2009 through Ordinance No. M-3930 in relation to File Numbers CPZ2009-00010/SEP2009-00025. The DNS explained that future development within Section 30 would require compliance with SEPA.

ii. Project SEPA Compliance

Consistent with Ordinance No. M-3930 and the DNS, all applications for the Project shall comply with the State Environmental Policy Act, chapter 43.21C RCW and chapter 20.790 VMC. The Developer shall implement all mitigation measures imposed during the SEPA process for Phase 1 and Subsequent Phases of the Project.

(g) City Review Team

The City shall form an experienced, multi-disciplinary review team to review all applications associated with the Project. The review team shall be coordinated by a manager who shall serve as the designated point of contact for the Project.

(h) Streamlined Permitting

The City will utilize its streamlined review process for land use, engineering, and building permit review that provides for consolidated and expeditious approvals and permit review for the Project at no additional charge. The City commits to completing its review of land use, engineering, and building plans, studies and associated application material within ninety (90) calendar days of submittal. Review time may be added by the City if application materials remain incomplete within two review cycles or if more than three civil engineering reviews are required. This timeframe shall not apply to the master plan process necessary for Subsequent Phases of the Project. Instead, the City shall endeavor to make a decision on any Developer proposed Master Plan subject to this Agreement within one hundred twenty (120) calendar days from the date the Master Plan application is deemed complete.

(i) Permit Fees

The City shall cap the valuation of the Project for the sole purposes of calculating building permit review and inspection fees pursuant to VMC 17.08.130(G), Table I as follows:

Phase 1 – Building construction and investment for the first phase of the Project is estimated to have a value of Fifty Million (\$50,000,000.00) to Eighty Million Dollars (\$80,000,000.00). The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G).

Subsequent Phases – The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) in Subsequent Phases.

Therefore, the City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) for each building permit application for the Project on HP Property and Annexed Property, and that cap will be applied separately to each permit during the term of this Agreement and any extensions thereof.

(j) Applicability of Section 8

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 8 shall only apply to Developer's owned HP Property, subject to Permitted Transfers.

Section 9. Business License Surcharge Fees

(a) Business License Surcharge Fee

Upon application for building permits to construct Phase 1, business license surcharge fees assessed against Developer under chapter 5.04 VMC (as it may be amended) shall not exceed ninety dollars per full-time employee and shall not be assessed against more than seven hundred ninety-nine (799) full time employees. This Section 9(a) shall expire on December 31, 2024; provided, however, that Developer may, at its option, elect to terminate this provision prior to December 31, 2024. Upon termination of this Section 9(a), Developer shall be subject to then-existing business license surcharge fees.

(b) Anticipated Code Amendment

The City Council will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider a five-year waiver of the per employee annual business license surcharge fee for companies that relocate employees from outside the City boundary and employees already located within the City boundary under the following circumstances:

- A minimum of 700 employees earning no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.
- For companies relocating employees located in the City to other locations within the City, the employees are relocated to an owner-occupied building or group of buildings comprising a minimum of 200,000 square feet in an Employment Center Plan District.

The City will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider an extension of the waiver of the per employee annual business license surcharge fee for companies eligible for the waiver that expand employment by 20% above the currently employed numbers in the City where 75% of the new employment offer no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.

In the event that the City of Vancouver proposes the contemplated code amendment in a form acceptable to both Parties, then the Parties may mutually agree to modify certain provisions of this Section 9. Nothing in this Section 9 shall be construed to obligate the City to adopt a code amendment.

(c) Verification and Employment Decline

During the term of the incentive, the Developer shall provide the City with a sworn statement verifying that the number of employees and salary meets or exceeds the applicable thresholds for the waiver in substantial compliance with the form attached hereto as Exhibit 11. The City, or its designee, may, no more than once per year, request information to verify applicable thresholds have been met. In the event that the code amendment contemplated above is enacted and the parties mutually agree to modify this Agreement, if employment or salary declines below the thresholds specified in the applicable code provision, the Developer shall reimburse the City for the relevant reduction and/or waived business license surcharge fees during the period of noncompliance with the thresholds.

Section 10. Vested Rights

The Development Standards of the VMC, inclusive of all provisions referenced in Section 4(d) of this Agreement that are in effect on the date of this Agreement shall apply to the Project, except as otherwise provided in this Agreement and as follows:

Public Health and Safety

The City reserves the authority to modify one or more of the standards or requirements of development for the HP Property during the term of the Agreement, after notice, a public hearing, and adoption of findings and conclusions, to the extent required to avoid a serious threat to public health or safety, as provided in RCW 36.70B.170.

State and Federal Law

This Agreement does not relieve Developer of any obligations to comply with state or federal laws or regulations of any kind, including, but not limited to, those related to endangered species or stormwater. The Project shall not be vested against the application of development standards imposed by virtue of federal or state preemption of the City's regulatory authority.

State and International Building Codes

The International Building Code and International Fire Code in effect in the State of Washington on the date of filing a complete application for a building permit shall apply to all new development of the HP Property, unless mutually agreed to between the Parties.

Charges and Fees

This Agreement does not vest Developer to plan review fees, system development charges, or impact fees, except as otherwise provided in this Agreement.

Any amendments or additions made during the term of this Agreement to zoning or development regulations, transportation concurrency regulations, SEPA regulations and substantive SEPA policies or other laws, ordinances, comprehensive plan policies or other policies governing land development which may be applicable to the Project shall not apply to or affect the conditions of the Project, except as otherwise provided in this Agreement. Developer may request to be bound by future amendments to the VMC. This vesting provision shall be applicable, without limitation, to all land use applications, permits, uses and development of the Project that occur on the HP Property within the term of this Agreement. This vesting shall continue beyond the term of this Agreement as to any implementing land use application in process or granted by the City during the term of this Agreement, for the normal term of approval of any such application, permit, or approval.

Section 11. Authority

Developer represents and warrants to the City that it has ownership or control of the HP Property as that term is used in RCW 36.70B.170 and that its signatory has the authority to enter into this Agreement and bind the HP Property thereto. The City represents that its signatory has full power and authority to execute and deliver this Agreement on behalf of the City. Each Party will defend, indemnify, and hold harmless the other Party and signatory from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for who he or she signed.

Section 12. Applicability of the Agreement, Binding on Successors, and Recording

This Agreement shall be effective and binding upon proper execution and delivery by the City and Developer. As contemplated under the recitals, Section 1, and Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Agreement shall only apply to Developer's owned HP Property, subject to Permitted Transfers. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, successors in title and assigns of Developer and upon the City as to all of the HP Property (or any portion thereof) that Developer acquires, and will be binding and enforceable against each Party in accordance with the terms herein. This Agreement shall be recorded with the Clark County

Auditor against the HP Property. Developer may sell or otherwise lawfully dispose of all or any portion of the Developer acquired HP Property to another person, corporation, partnership, or other entity who shall be bound by and benefitted by the requirements and terms of this Agreement, except as set forth in Section 5 of this Agreement.

Section 13. Further Discretionary Actions

Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the HP Property, including one or more building permits, under the processes established by the City; provided, however those processes shall not impose any conditions inconsistent with the provisions of the Agreement.

Section 14. Interpretation; Severability

(a) Interpretation

The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

(b) Severability

If any provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those provisions held by a court of law to be unenforceable, the Parties shall confer and agree to amend the Agreement to implement the mutual intent of the Parties to the maximum extent allowed by law.

Section 15. Waiver

Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Parties' right hereunder to enforce the same, nor shall any waiver by the Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

Section 16. Amendment

This Agreement shall not be amended without the express written approval of the City and Developer (or its successors, successors in title and assigns with respect to the HP Property in which they have an interest). The Vancouver City Council must approve, in its sole discretion, all amendments to this Agreement by ordinance or resolution. The City agrees to present to the City Council any Developer requested amendment within ninety (90) days of such request, unless the Parties mutually agree otherwise.

Section 17. Headings

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

Section 18. Governing Law and Venue

This Agreement shall be construed with, and governed by, the laws of the State of Washington. The Parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 19. Attorneys' Fees

Should it be necessary for any Party to this Agreement to initiate a legal proceeding against the other Party to adjudicate any issues arising hereunder, the Party that substantially prevails shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparation to participate in mediation or arbitration, to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.

Section 20. Default

In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or terminate this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action. In recognition of the possible assignment and sale of portions of the HP Property (see Section 12) any claimed default shall relate as specifically as possible to the portion of the HP Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the HP Property with remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property not in default under this Agreement.

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Section 21. Cooperation

The City and Developer shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal, or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The City and Developer shall select its own legal counsel and retain such counsel at its own expense.

Section 22. No Third-Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 23. Notice

All communications, notices, and demands of any kind under this Agreement shall be in writing and delivered by (a) a nationally recognized overnight courier, or (b) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and as follows:

To the City:

City of Vancouver, City Attorney
Attn: Jonathan Young
415 SW 6th Street
Vancouver, WA 98660

To the Developer:

JLL
260 Forbes Avenue, Suite 1300
Pittsburgh, PA 15222
Attn: Lease Administration – HP Inc.

With a copy to:

HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304
Attn: Global Functions Legal

Jennifer Bragar
Tomasi Salyer Martin
121 SW Morrison St, Suite 1850
Portland, OR 97204

Section 24. Construction

This Agreement is the product of negotiation and drafting by both Parties and their legal counsel, and it shall be deemed to have been drafted by no Party individually but as a joint effort of the Parties. The Parties intend this Agreement to be interpreted to the full extent authorized by law. To the extent of any conflict with any City regulations which may otherwise govern the HP Property, the terms and conditions of this Agreement shall prevail.

Section 25. Entire Agreement

This Agreement consists of the Resolution approving the Agreement, the Agreement, Exhibits 1-11. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the terms herein. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation, except as set forth in Section 4(f). No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

Section 26. Vancouver Municipal Code Provisions and Standards

The City shall maintain a binder with a printed copy of all Development Standards governing development of the Project as set forth in this Agreement, including but, not limited to, the Subarea Plan, the City of Vancouver Stormwater Management Standards, City of Vancouver Water Design and Construction Requirements, and City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers, to be signed by each Party.

Dated this _____ day of December, 2019

CITY OF VANCOUVER, a municipal corporation

HP, INC., a Delaware corporation

By: _____
Eric J. Holmes, City Manager

By: _____
[insert]

Attest

Natasha Ramras, Chief Financial Officer
City of Vancouver

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON.

PARCEL II:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON.

PARCEL III:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT AND MAINTAIN A PRIVATE ROAD FOR HEAVY HAULING OF AGGREGATE AND EQUIPMENT UNDER, OVER AND ACROSS THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AS SET FORTH IN THE AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED MARCH 19, 2009 AS RECORDING NO. 4541545.

PARCEL IV:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN SOUTHEAST FIRST STREET.

ALSO EXCEPT THAT REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 01°36'19" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 455.55 FEET; THENCE SOUTH 27°07'48" EAST A DISTANCE OF 147.46 FEET; THENCE SOUTH 88°12'07" EAST A DISTANCE OF 177.17 FEET; THENCE SOUTH 43°23'44" EAST A DISTANCE OF 34.77 FEET; THENCE SOUTH 01°45'27" WEST A DISTANCE OF 296.45 FEET TO THE SOUTH LINE OF SAID

SOUTHEAST QUARTER OF SECTION 30; THENCE NORTH 89°22'11" WEST ALONG SAID SOUTH LINE A DISTANCE OF 271.90 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY.

CONTAINING 7.719 ACRES, MORE OR LESS.

DRAFT

EXHIBIT 2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH:

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

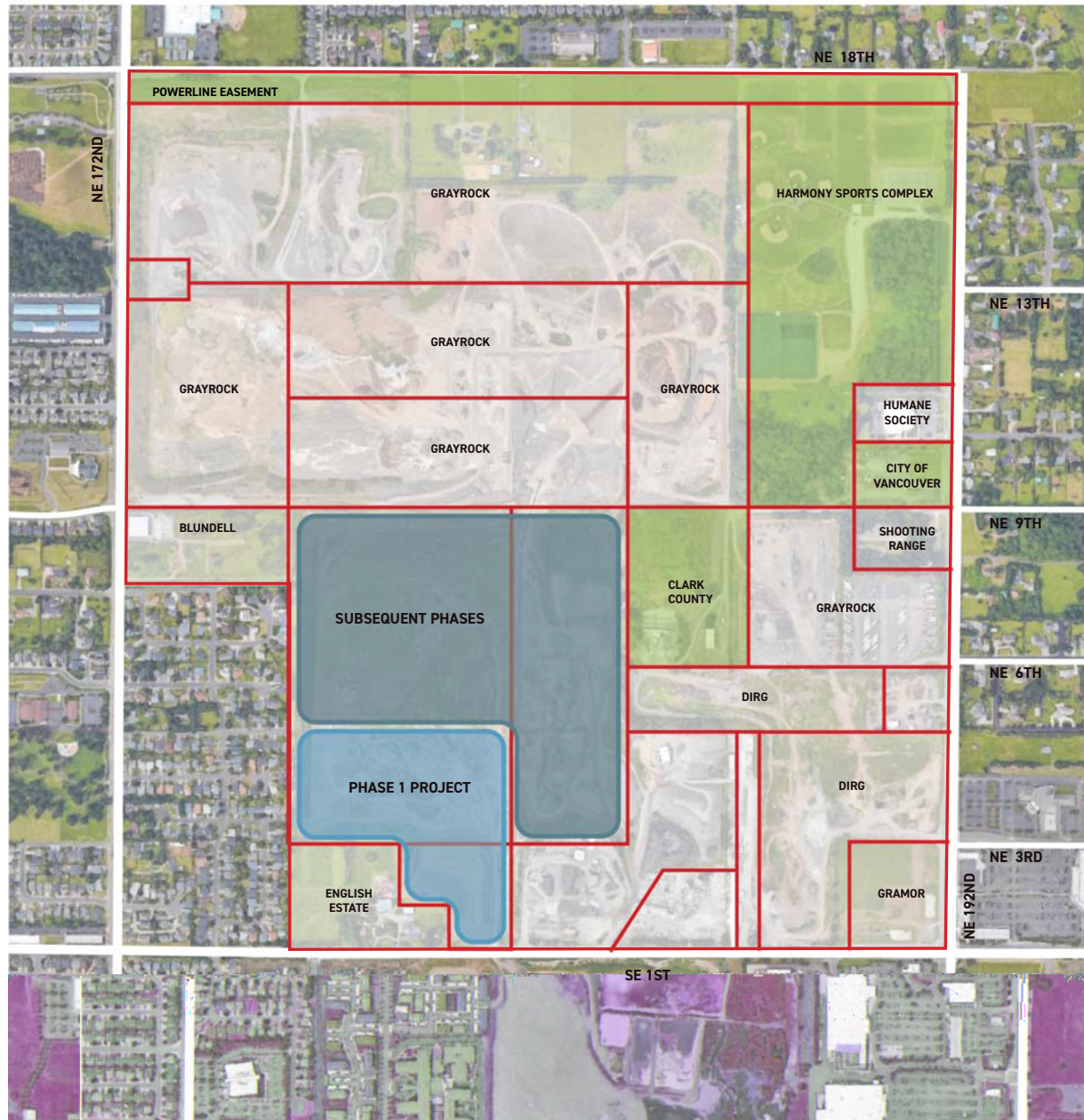
EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH $01^{\circ} 37' 33''$ EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 97.35 FEET; THENCE SOUTH $79^{\circ} 30' 36''$ WEST TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 477.79 FEET; FROM WHICH POINT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER BEARS SOUTH $88^{\circ} 44' 01''$ EAST A DISTANCE OF 467.16 FEET; THENCE SOUTH $88^{\circ} 44' 01''$ EAST A DISTANCE OF 467.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.548 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT 3



EXHBIT 4

Vancouver Municipal Code:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The City intends to apply the following Vancouver Municipal Code standards to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with this aspect of Developer's Project. As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as an unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

VMC 20.440.030, Table 20.440.030-1:

City application to Developer: All ECX uses listed in VMC Table 20.440.030-1 as permitted, limited, or conditional uses shall be allowed on the HP Property except as set forth in Section (4)(a) of the HP Development Agreement prohibiting specific uses on the HP Property.

VMC 20.690.040(D):

VMC 20.690.040 *Development Standards*

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.

D. Building Setbacks.

- 1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20 foot minimum landscaped setback from the back of sidewalk.*
- 2. All other street setbacks shall be a landscaped 10 foot maximum from the back of sidewalk. An exception for up to a 20 foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints.*
- 3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10 foot landscaped side and rear set back. Landscape shall include shrubs to form a six foot high buffer screen 95% opaque year-round.*
- 4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines.*

City application to Developer: Developer may submit a landscape plan under VMC 20.925.110 that at a minimum meets the OCI standards, unless the foregoing standards under VMC 20.690.040(D)(1)-(4) apply stricter standards for Phase 1.

Subsequent Phases of Developer's Project subject to the HP Development Agreement shall be subject to the Master Plan landscape plan requirement under VMC 20.690.050.

Developer's Phase 1 and the Master Plan will involve a mix of interface with public right of way, private streets, and local streets. VMC 20.690.040(D)(2) provides maximum setbacks for landscaped setbacks on streets, other than collector arterials, of 10 feet from the back of the sidewalk, with an exception allowed up to 20 feet. The City interprets this provision to apply to Developer's Project as a 10 foot minimum landscaped setback from the back of the sidewalk with the option to exceed the minimum to ensure architecturally sound design of landscaped setbacks taking into account factors including, but not limited to, pedestrian interface, vehicular circulation, and building design. Further, back of sidewalk shall also refer to any back of a public recreational trail that may be co-located on public rights of way, private streets, or local streets.

VMC 20.690.040(E):

VMC 20.690.040(E)

Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

City application to Developer: The parking space description in Table 20.945.070-2 lists the minimum number of parking spaces associated with a particular use. The City may interpret VMC 20.690.040(E) to suggest that a maximum parking space limit applies to Section 30 development, subject to exceeding the maximum if a parking study is submitted. As stated above and throughout the HP Development Agreement, the Subarea Plan and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on the scale of nearly 100 acres. In order to allow flexible, successful, and efficient development of nearly 100 acres within Section 30, the City will apply the foregoing provision to allow development of the HP Property with parking on the following terms and determines that these parking ratios and the concomitant requirement for a parking study in the course of development is consistent with this code provision because a parking study completed prior to development would have no context in terms of the performance of parking to serve Phase 1 of the Project.

Parking spaces shall be provided for in the following ratios:

Office uses	2.5 to 5 spaces per 1000 square feet
Research and Development uses	1.25 to 3 spaces per 1000 square feet
Light industrial uses	1.25 to 3 spaces per 1000 square feet
Occupant-supported retail, restaurant, and accessory uses	1 space per 250 square feet

Reference to occupant-supported retail, restaurant, and accessory uses is for parking for such uses that are primarily meant to be open to HP employees. Other such uses that are incidental to an office building will meet the parking ratios for Office uses listed above.

Consistent with the Design Guidelines of Section 30 and to ensure that parking is sufficient, readily accessible, and safe, Developer will conduct a parking study after Phase 1, as part of master planning. The parking study could provide different use scenarios for the different buildings and how parking will be brought into compliance

with the code as the Project develops. The overall parking plan could be conceptual with the understanding that it could change as the Project develops. In Subsequent Phases, Developer may modify the foregoing standard subject to review and approval by the City.

VMC 20.690.040(G):

VMC 20.690.040(G)

G. Roadways and Access.

- 1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.*
- 2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.*
- 3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.*
- 4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.*
- 5. The maximum block face length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas.*
- 6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.*

City application to Developer: The provisions of VMC 20.690.040(G)(2), (3), (5) and (6) will be applied consistent with the City's interpretation of the Subarea Plan in Exhibit 5 to the HP Development Agreement. In addition, given the scale of the Project area, the City agrees that Developer may seek approval for maximum block face length of "600 feet generally" to allow for some maximum block lengths of up to 700 feet as consistent with the use of "generally" in the code. Developer's Phase 1 does not currently intend to exceed a 600 foot block length. Therefore, any potential block lengths exceeding 600 feet will be reviewed as part of the master plan.

VMC 20.960.070(K):

VMC 20.960.070(K)

K. Industrial complex signs (free-standing signs).

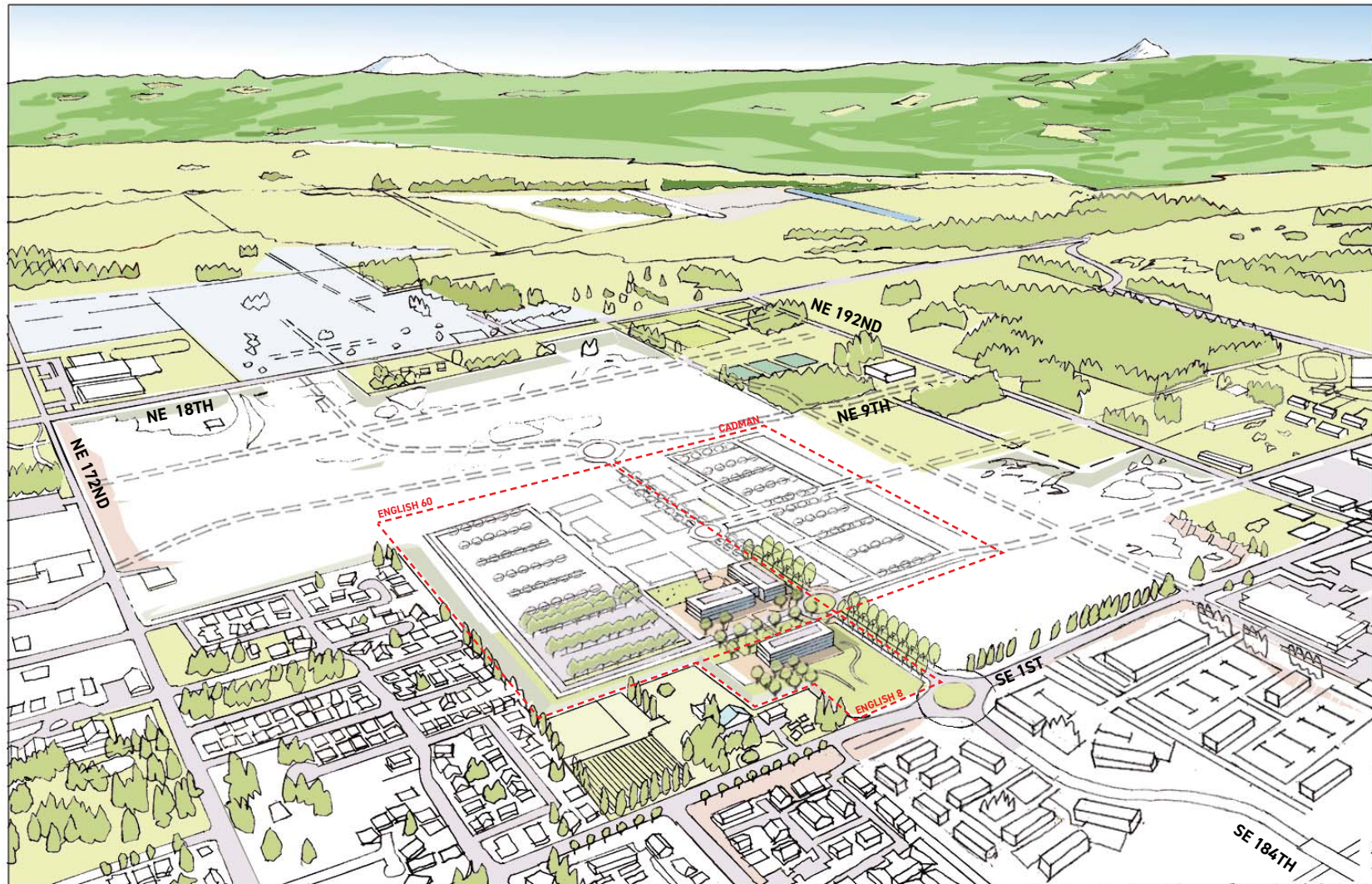
- 1. Allowable Area: 1.5 square foot per face per lineal foot of industrial complex frontage up to a maximum of 250 square feet per face. Provided that an industrial complex with less than thirty-two (32) lineal feet of frontage shall be allowed a maximum thirty-two (32) square foot sign per face.*
- 2. Number of Signs: 1 per complex frontage.*
- 3. Height of Sign: Maximum 25 feet.*

City application to Developer: The City's sign code does not address a situation such as a Developer's multi-building type development. As stated above and throughout the HP Development Agreement, the Subarea Plan, and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on this scale. Further, the City's code does not define the term "industrial complex." Therefore, the City concludes that Developer may apply for signs allowed for an industrial complex under this provision for those signs that serve a particular building in a multi-building type environment. Thus, as applied to Phase 1, Developer may seek approval to install an industrial complex sign for each individual building constructed as part of Phase 1 and such sign installation could be consistent with the intent of the sign code and the Subarea Plan.

Consistent with chapter 20.960 VMC, all other signs not visible from a public right-of-way are exempt from review. VMC 20.960.070 does not have a sign type that refers to public recreational trails. The City views all recreational trail signs that may be located on HP Property as part of the master planning may be considered outside the sign types identified under VMC 20.960.070 and may be exempt from any sign maximum.

The City will allow Developer to establish a Project-wide sign program for signs visible from the public right-of-way as part of the master planning process.

EXHIBIT 5



Infrastructure locations are preliminary. Final locations will be determined through the master planning process

Exhibit 5

Page 1 of 1

CONCEPTUAL PROJECT LAYOUT

OCTOBER 23, 2019

ZGF

EXHIBIT 6

SUBAREA PLAN POLICIES

HP Section 30 Urban Employment Center Subarea Plan:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The Subarea Plan (dated October 5, 2009) contains a combination of aspirational and mandatory policies. The City intends to apply the following Subarea Plan policies to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, and reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with Developer's Project. As set forth in the Recitals of the GF Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between a Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as a catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that Subarea Plan amendments are required to support the below application of the plan, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

Intersection Spacing (p. 43)

TR-7 – Collector streets within Section 30 shall be spaced about 800 ft. apart with connections as generally depicted on the concept map. These are flexible corridors, so long as spaced to provide adequate collector level street access and sufficient capacity to all portions of Section 30 is provided.

TR-9 – To simultaneously promote continuous, smooth traffic flow, and slower travel speeds that promote safety for cars, trucks, pedestrians, and bikes; to conserve buildable land through

efficient use of public rights-of-way; to promote lower energy use through eliminating traffic lights and minimizing vehicle idling time; the Section 30 internal collector arterial intersections shall be single lane urban roundabouts with 100 to 130 foot inscribed circle diameter to accommodate all vehicle types that will access the site.

Access to Streets by Motorized Vehicles (p. 44)

TR-21 – Direct access to arterial streets, when allowed, should meet minimum intersection spacing requirements.

City application to Developer: The City may apply TR-7, TR-9, and TR-21 to Developer to allow variation from the requirements as long as Developer provides 200 foot minimum separation between intersections of local collector streets as long as the design meets the intent of the policies. If this condition is met, the City may allow the possibility of restricted turn movements (e.g. right-in/right out). The roundabout design requirement under TR-9 is achieved if the design of the roundabout is similar to the design of the roundabout at the intersection of 1st Street/184th Avenue. The City further recognizes that should Developer vary in these ways, the development could comply with the intent of these provisions because these traffic control measures would achieve the goals set forth in the Subarea Plan. The Developer has the option to improve streets in a different configuration based on measured traffic flow subject to City review and approval. In addition, the Developer may seek approval to incorporate same-side ingress/egress for Developer's research and development buildings at the northern most boundaries of the HP Property for truck deliveries and low density (by head count) facility parking. The parties mutually acknowledge that in addition to the planned roundabouts along 184th, additional access to 184th between 1st Street and 9th Street will be necessary to provide adequate access to the Project. Upon review of Exhibit 5 to the HP Development Agreement, the City agrees that Developer may be permitted to include "right-in, right-out only" access to 184th between roundabouts where necessary for the Developer to construct safe and efficient circulation and necessary emergency access to future buildings and parking areas contemplated as part of the anticipated Master Plan for the Project. However, this permission for "right-in, right-out only" access shall not be construed as any exemption to the City's Street and Development standards (chapter 11.80 VMC). Further, the City will review in good faith any standards modification requests (i.e. road modification requests) under VMC 11.80.160 that are deemed necessary to achieve sufficient access to 184th to effectively implement the master plan vision for the Project. Parties with responsibility to construct certain streets and roundabouts will be identified during the master plan process. Developer has the option, but not the obligation, to provide that access to arterial streets meet minimum intersection spacing requirements, and such proposals shall be reviewed by the City in the master planning process.

Pedestrian Facilities (p. 43)

TR – 10 All trails and sidewalks shall be consistent with the connectivity and grade policies of the Plan.

TR – 11 To encourage pedestrian connectivity, development standards should describe allowed maximum slopes for trails or sidewalks constructed outside of the street development.

TR – 12 Sidewalks shall be developed consistent with typical street cross sections for collector and local access streets at a minimum. Wider sidewalks and additional landscaping are encouraged.

TR – 13 Mid-block and other safe pedestrian crossings shall be developed to provide very high pedestrian level of service, especially in mixed use urban neighborhoods.

TR – 14 Where possible and desirable, sidewalks and trails should be constructed of pervious surface, and be integrated into the storm water control plan.

Trail Linkages (p. 53)

OS – 14 Remaining side slopes, especially the western perimeter slopes created from past mining activities, should be considered as a combined green open space, stormwater infiltration, and perimeter trail system.

City application to Developer: To the extent that the policies above contain mandatory language, the Development Agreement's Section 8 shall govern how those policies are treated for purposes of the public recreational trail associated with the HP Property. To the extent that Developer's western slopes are required for design and material purposes for Developer's Project, Developer retains sole discretion to make use of its western slopes in the design of Phase 1, the Master Plan, and Subsequent Phases of its Project as set forth in HP's Development Agreement. The City agrees that the cross sections for collector arterials, attached as Exhibit 10 to the HP Development Agreement, are consistent with typical cross sections for collector, private roads, and local access streets. Pedestrian crossings will be proposed during master planning based on the position of various structures and proposed uses, with the intent that crosswalks will be installed at roundabouts, and if necessary to serve connectivity, mid-block pedestrian crossings may be considered.

Parking – Motorized Vehicle (p. 44)

TR – 16 Off street parking should be located behind or to the side of structures in all districts with the exception of "tech flex" development, which may locate parking for customers only between the street and building front.

City application to Developer: The intent of this policy is to prohibit parking in the area between a "building front" and a collector arterial so that parking is hidden from view from the vantage of a collector arterial. Developer's conceptual plan is consistent with this approach.

TR – 17 On street parking may be provided where appropriate and the parking spaces immediately adjoining a property shall be counted towards a development's overall parking requirement.

City application to Developer: On street parking is not planned for Developer's Phase 1. Developer shall continue to have the option to design for on street parking as part of the Master Plan and Subsequent Phases.

TR – 18 Joint use parking facilities are encouraged where peak parking lot use is different between adjoining users.

City interpretation and application to Developer: Developer is permitted, but not required, to provide joint use parking facilities.

TR – 19 Access between off street parking facilities without requiring street access to travel between lots is encouraged.

City application to Developer: Developer is permitted, but not required, to provide direct parking lot links. Developer is required to establish local streets for ingress and egress with parking areas for each building.

Access to Streets by Motorized Vehicles (p. 44)

TR – 22 Joint driveways accessing to two or more properties are encouraged.

City application to Developer: Developer is permitted, but not required, to provide driveways to two or more properties.

TR – 23 Minimize industrial truck traffic on residential areas, identify potential truck routes and identify streets to be posted for no through trucks through the master plan process.

City application to Developer: The City will allow Developer to identify truck routes as part of the Master Plan; and supports truck routes off of 172nd Avenue from 9th Street to 184th Avenue, and 1st Street to 184th Avenue. Today, most of Developer's truck deliveries use City-trucks; although other operations that may be located on the HP Property may require travel truck deliveries.

TR – 24 Within the Urban Neighborhood Center areas, alleys will provide automobile access for residential land uses. Dwelling units should front to all streets including arterial roadways to create an active, interesting, and welcoming environment for pedestrians.

City application to Developer: With no residential use planned at this time as part of that aspect of the Project on the HP Property, the City concludes this policy is not applicable to this aspect of the Project.

Traffic Calming and Street Character (p. 45)

TR – 25 Street designs shall incorporate a full range of integrated urban traffic calming strategies to achieve safe, context sensitive roadways.

TR – 26 Street designs shall incorporate principles of context sensitive design to support active, attractive and healthy urban environments.

City application to Developer: These policies use mandatory language, but are conceptual in content. The City intends to apply these policies to require Developer to comply when practical and reasonable when considering traffic flow, safety, and design.

Transit Facilities (p. 45)

TR – 27 Vancouver Transportation Services, Vancouver Community Planning, CTRAN and property owners will continue to evaluate the need for a major transit hub to accommodate transit needs within Section 30 and evaluate potentials for transit systems such as bus rapid transit.

TR – 28 Master plans should include transit facilities (e.g. bus turnouts and shelters) where required by the City, and consistent with Section 30 roadway standard plans.

City application to Developer: The Developer is not required to locate a transit facility on land it owns. Developer is required to master plan to accommodate transit stops on or near arterial streets or local streets in its reasonable discretion and in coordination with public transportation providers.

General Utility (pp. 56 and 58)

PU – 1 Coordinated utility planning for the whole of Section 30 is essential to cost-efficient service provisions. Locate easements to consider future utilities' needs and be consistent with existing plans.

PU – 2 Include within sanitary sewer and water construction plans the design and construction of all facilities necessary for development of the site.

PU – 3 Coordinate pipe and pump station sizes to serve no less than the plan's land use build out assumptions.

PU – 4 Consider an efficient relationship between road and infrastructure line design and layout, and minimize utility line locations outside of existing or proposed rights-of-way.

PU – 5 Encourage and provide opportunities within rights-of-way for new energy systems piping or cabling needs.

PU – 6 Agreements between property owners that demonstrate how future public utilities will be extended beyond a proposed project are encouraged to be documented with the city.

City application to Developer: These policies are generally applicable to Developer subject to evaluation with Public Works. Further, during the master planning process the application of these policies will be considered in the context of planned uses, with reasonable growth for potentially higher density uses for those areas that remain unplanned. The City concludes fiber optic cables are part of "cabling needs" under PU-5, and Developer may install such cabling.

Sanitary Sewer (p. 58)

PU – 7 Provide a maximum of two public pump stations located at low points with gravity sewers extending outward to serve higher elevation areas. One main pump station is preferable.

PU – 8 Interim systems should not be allowed.

PU – 10 Design new sewer lines to allow for sequential development.

City application to Developer: Developer and the City understand that one sanitary sewer pump station will be required to serve the Project and the City requires that the sanitary sewer pump station be addressed in the Master Plan for the HP Property. The City may consider Developer's submission of an interim sanitary sewer service solution for Phase 1 to direct link to SE 1st Street/CTC because Phase 1 will not create intensive wastewater needs and the location of the sanitary sewer pump station cannot be determined until the location of 184th Avenue and 9th Street are designed for Subsequent Phases. Developer's Type II review of Phase 1 buildings will require evidence of the interim solution and agreement from the neighboring property owner to allow the direct link. Once the Area 2 Pump Station is constructed, likely near 9th Street, Developer's Phase 1 buildings will disconnect from the interim solution and pump to the new pump station, as specified in HP's Development Agreement and at Developer's sole cost and expense to disconnect from the interim solution.

PU – 9 Development with more intensive industrial wastewater needs shall be responsible for any needed additional improvements including pre-treatment and added or larger sewer mains, and an added or larger pump station with a longer force main to a "to be determined" discharge location.

City application to Developer: Developer represents that, at this time, it does not have industrial wastewater planned as part of Phase 1. The City shall review any proposed industrial wastewater improvements at the time of Master Plan review, or upon Developer's request for review pursuant to VMC 20.690.050(D) in effect on the date of HP's Development Agreement.

Water (p. 58)

PU – 11 Promote sustainability through water conservation and the use of water collection systems and existing wells.

City application to Developer: Developer is permitted, in its sole discretion, but not required, to reuse greywater, use existing wells for non-potable purposes (although no wells are located on the HP Property), rainwater collection, or install green roofs. Developer shall make commercially reasonable efforts to design its Project for sustainable water conservation, thereby achieving this aspirational goal of the Subarea Plan.

PU – 12 Design new internal water line systems to maximize system looping.

PU – 13 Design new internal water lines to allow for sequential development.

City application to Developer: Developer may not be required to use internal water line systems to maximize system looping for Phase 1 if there is no looping to maximize. However, Developer will be required to maximize system looping and design for sequential development as part of the Master Plan.

PU – 14 Coordinate new water lines with existing 12-inch water mains, connecting gaps in the existing system around the boundary of Section 30 where necessary for adequate service. Provide at a minimum 12 inch water mains on the perimeter of Section 30 and at least one 10-inch or larger water main in an east/west direction in the approximate center of the planning area.

City application to Developer: The City shall review Developer's proposed water mains for Phase 1 during the Type II review to determine that new water mains will be installed to meet the need for future expansion of the Project and development of Section 30. All other water main size choices and plans to connect gaps in the existing system around the boundary of Section 30 shall be designed to provide adequate service as part of the master plan process, through collaboration with adjacent landowners within Section 30.

Stormwater (p. 59)

PU – 16 Section 30 stormwater shall be managed within Section 30 plan area.

PU – 17 Require where physically feasible, low impact development stormwater management techniques including, but not limited to, decentralized infiltration facilities, compost filters within landscaped excavated basins, and various forms of vegetation.

PU – 18 When necessary based on physical feasibility, allow stormwater management techniques that combine low impact development and regional facilities.

PU – 19 Restrict individual development stormwater facility design in impacting other properties from surface and ground water runoff, particularly those at lower elevations.

PU – 20 Provide a geotechnical report prior to the design and construction of stormwater facilities including, general soil characterization, infiltration rates, and groundwater elevation.

PU – 21 Promote street right-of-way design to include sufficient width to accommodate stormwater facilities and/or integrated stormwater facilities with trails, shared paths, or greenways.

PU – 22 Provide appropriate stormwater methods that consider separately the industrial use portion and the non-industrial use portion of a site.

PU - 23 An integrated approach to greenway, trail and stormwater plans is encouraged to allow for intermittent flooding during major storm events.

PU – 24 Use of public open space for accommodating the 100-year storm event may be allowed.

City application to Developer: The City intends to apply these standards to Developer, to the extent Developer needs to connect to a public stormwater system, provided that

surface and subsurface natural rock infiltration partially occurs on private property within Section 30 to control water quality. Only after treatment and infiltration on private property shall stormwater feed into public right of way and public stormwater system areas owned and maintained by the City.

Private Streets

The Subarea Plan states that specific roadway alignments are not prescribed in the plan. In addition, chapter 20.690 VMC does not prohibit private streets. Further, the City has reviewed VMC 11.80.040(C)(1)(e) to conclude that the specific Section 30 Subarea Plan governs street design in Section 30 and that the Section 30 Subarea Plan and Design Guidelines do not prohibit private streets to serve the Project. In addition, the City determines that approval of private streets internal to the campus proposal in Phase 1 and Subsequent Phases will allow for the potential future dedication to a public street system should the master planning process result in a request from Developer to layout the streets in a public manner. Further VMC 11.080.040(C)(2) allows private streets in industrial developments. To the extent that VMC 11.080.050(B) is inconsistent with either VMC 11.080.040(C)(2), the Subarea Plan or Section 30 Design Guidelines, the City intends to resolve the inconsistency in favor of the specific allowance of private streets under VMC 11.080.040(C)(2) based on the reasons set forth here.

EXHIBIT 7



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

September 5, 2019

Project #: 23182

Matt Oyen
PacTrust
15350 SW Sequoia Parkway, Suite 300
Portland, OR 97224

RE: Section 30 Property Due-Diligence

Dear Matt,

Per your request, below is an updated summary of transportation considerations to help inform your due-diligence assessment.

TRIP GENERATION ESTIMATE

Per the *Trip Generation Manual, 10th Edition*¹ development of 700,000 square feet of office space is estimated to generate:

- 5,565 Daily Trips (assuming Corporate Headquarters trip rate or 7,006 Daily Trips using the General Office trip rate)
- 684 weekday AM peak hour trips (588 in, 96 out)
- 723 weekday PM peak hour trips (116 in, 607 out)

TRAFFIC IMPACT FEE ESTIMATE (TIF)

- The development site is located in the Cascade TIF District (\$223 fee/daily trip currently)
- Current TIF estimate based on 700,000 square feet of Corporate Headquarters is \$1,054,846 (by comparison, the general office rate is estimated at \$1,327,987). The final TIF amount is subject to determination by the City at the time of building permit issuance (current rates may increase).

¹ The City of Vancouver adopted use of the *Trip Generation Manual, 10th Edition* for trip estimation in 2019. Weekday AM and PM peak hour trip data for the Corporate Headquarters use cited in the *Trip Generation Manual, 10th Edition* is limited to one study and is therefore not applicable and General Office was assumed. The peak hour trip rate for General Office in the 10th Edition is less than the Corporate Headquarters trip rate in the 9th Edition. Daily trip rates for Corporate Headquarters cited in the *Trip Generation Manual, 10th Edition* are based on 8 studies and appear reasonable for use in estimating daily trips.

- The development site also subject to Mill Plain Boulevard TIF Overlay, estimated at \$47,302 based on 700,000 square feet of Corporate Office Headquarters (by comparison, the General Office rate is estimated at \$59,551). The Overlay fee is also subject to final determination by the City at the time of building permit issuance.

VESTED TRIPS

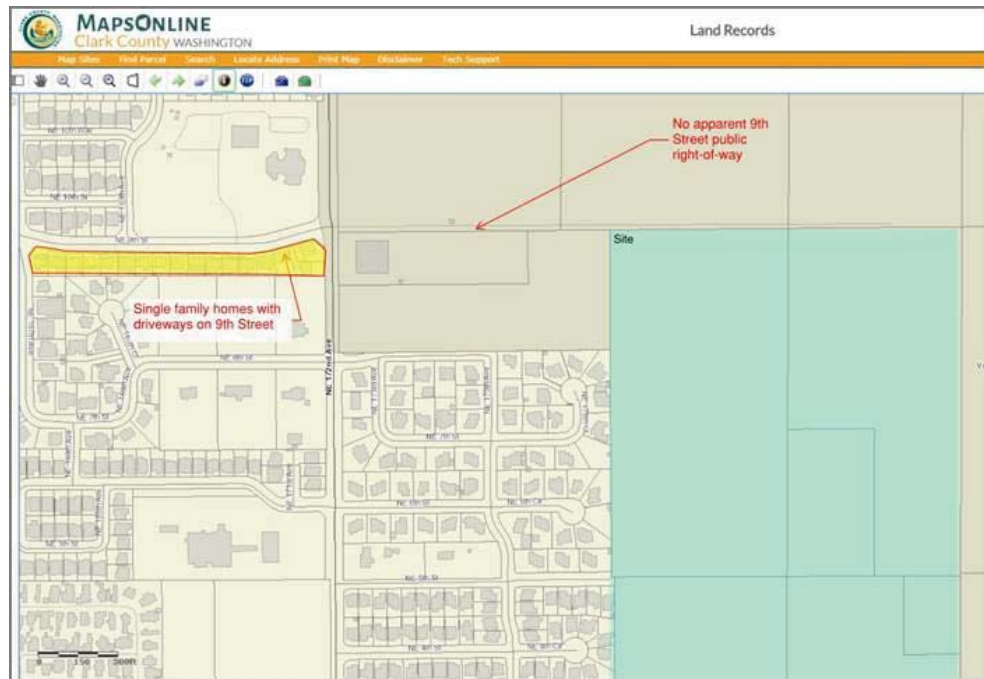
The former mining sites associated with some of the potential redevelopment area should have trip vesting for TIF purposes as well as concurrency review. Some studies of historic traffic volumes may be available from the respective property owners.

TRANSPORTATION NEEDS

The following infrastructure needs and considerations were identified based on review of studies in the area as well as dialogue with City of Vancouver staff. A formal traffic impact study and concurrency review will be required to obtain site development approvals and will provide a more detailed assessment.

- We assume SE 1st Street will be completed between SE 162nd Avenue and SE 192nd Avenue and that SE 184th Avenue will serve the site, linking the site to SE 1st Street at a new roundabout.
- The site could potentially benefit from a connection to SE 9th Street to the north (and half-street frontage improvements presumably would be required)
 - NE 9th Street is planned as a new three-lane urban collector (one lane in each direction plus center left-turn lane) and is a circulation route in the Section 30 Sub Area Plan concept.
 - NE 9th Street construction is an unfunded project in the 2019-2024 Transportation Improvement Program (TIP).
 - It appears there may not currently be a public right-of-way available linking the proposed development site with NE 172nd Avenue along the planned NE 9th Street corridor (see Exhibit 1 below).

Exhibit 1. 9th Street Connectivity Considerations



- As shown in Exhibit 1, the SE 9th Street corridor between SE 172nd Avenue and SE 167th Avenue serves single family homes with direct driveway access (some of which are highlighted above). Potential cut through traffic considerations will likely be an issue for local residents along the roadway.
- Connecting SE 9th Street to the site would likely trigger the need for improvements at:
 - SE 9th Street/SE 172nd Avenue (currently stop-controlled)
 - Potential need for north/south left-turn lanes (appears to require widening north intersection approach to the east)
 - Potential need for separate east-west left-turn lanes
 - Potential need for future roundabout or traffic signal
 - SE 9th Street/SE 162nd Avenue (currently stop-controlled)
 - Potential need to restrict westbound left-turn movement or signalize the intersection
- An alternative site-access option that could be considered (subject to right-of-way availability) would be to construct a new north approach to the existing SE 177th Avenue/SE 1st Street intersection. We anticipate the north approach would have a three-lane section

(one through lane in each direction plus a left-turn lane). This intersection is expected to be signalized in the future.

NEXT STEPS

The information above will be further assessed in the future as part of a formal traffic impact study. Most of the projects above, if required, could be made TIF creditable.

Please let me know if you would like to discuss or if you have questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, PE
Senior Principal Engineer

EXHIBIT 8

CORE PUBLIC IMPROVEMENTS CERTIFICATION

Certification time period from _____, __, 20__ to _____, __, 20__

Developer submits and certifies that it has met or exceeded the applicable thresholds as set forth in the agreement and as indicated herein: Cost to construct Core Public Improvements during the time period listed above: \$_____

Attached hereto, Developer has furnished a list of the costs to construct the Core Public Improvements, similar in form to the following example:

Vendor	PO Number	Invoice Number	Invoice Date	Scope of Work	Check Number	Date Paid	\$ Amount
EXAMPLE XYZ Co.	1234000	1111111	1.1.2021	Grading	1234	2.1.2021	\$23,685,509.41

DEVELOPER

By: _____ Date: _____

Printed Name & Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

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 _____ of HP INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on _____, 20____.

Notary Public for Washington

EXHIBIT 9

DESCRIPTION OF DEVELOPER'S ABILITY TO MEET INFRASTRUCTURE REQUIREMENTS FOR THE PHASE 1 PROPERTY

As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as a unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

The HP Property is zoned ECX and anticipates reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and development consistent with this zoning, including office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements. Phase 1 will be constructed on the southeastern corner of the Developer's Property as shown on Exhibit 3 of the HP Development Agreement – that portion of the HP Property in closest proximity to SE 1st Street, allowing for a continuation of commercial development and use of existing infrastructure. Therefore, the contemplated development is consistent with existing and surrounding land use.

The HP Property is currently a quarry with variable elevations ranging from 215 to 245 feet. Surrounding elevations include the English Family Vineyard property to the west at an elevation of 288 feet, the CTC Section 30, LLC property to the east at an elevation of 284 feet, and property to the north ranging from 225 to 235 feet.

Developer intends to develop the site to prepare for finished grades between 2 and 4% across the Phase 1 Property. Developer intends to fill the southern most portion of the Phase 1 Property to an approximate elevation of 246 feet, and other portions to an approximate elevation of 257 feet. Slopes to the west are intended to be less than 10% grade.

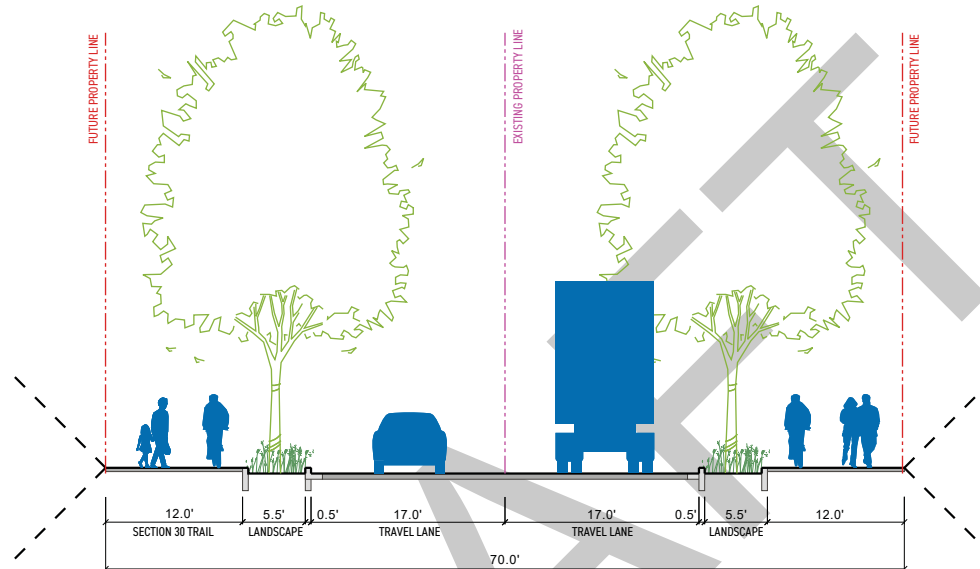
In addition, extension of SE 184th Avenue across SE 1st Street will occur during Phase 1 to provide transportation access to the HP Property. The extension will be approximately 1,000 linear feet and HP will construct this stub road as a Core Public Improvement. The extension will be built at an elevation to service the CTC Section 30, LLC property to the east of the HP Property. The Parties agree that extending SE 184th Avenue approximately 1000 feet north to serve the Phase 1 Property should be coordinated with construction scheduled to occur to improve SE 1st Street.

As Phase 1 is developed, a short-term sewer system is contemplated to allow Developer to connect to lift or pump stations outside of Section 30. The City has verified and will analyze at land use review the proposed design of the short-term sewer infrastructure. Notwithstanding the short-term solution, Developer shall install appropriate sewer infrastructure to allow transition to a permanent solution once the location of the Area 2 Pump Station is determined in the master planning process and installed as part of the extension of SE 184th Avenue to connect to SE 9th Street, consistent with the terms of the HP Development Agreement.

A public recreational trail is conceptually located on or near the HP Property in the Subarea Plan. Section 8 of the HP Development Agreement addresses this public recreational trail.

EXHIBIT 10

OPTION WITH 17' TRAVEL LANE



OPTION WITH CENTER TURN LANE

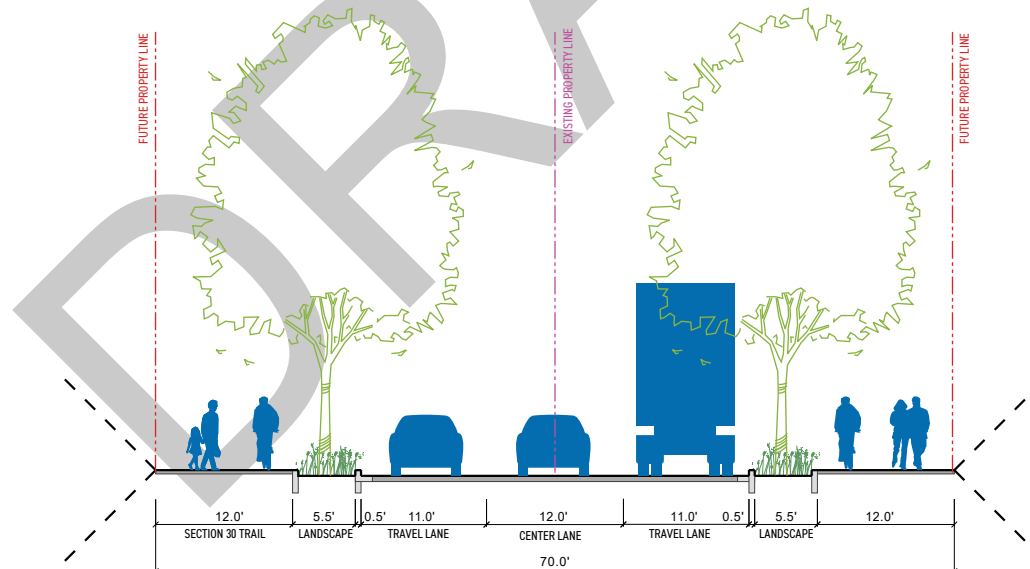


EXHIBIT 11

ANNUAL CERTIFICATION

Annual Certification for 20_____

Developer submits and certifies that it has met or exceeded the applicable thresholds as set forth in the agreement and as indicated herein.

Number of jobs located at site: _____

Average wage of jobs at site: _____

DEVELOPER

By: _____

Date: _____

Printed Name & Title: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

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 _____ of HP INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on _____, 20__.

Notary Public for Washington

HP Development Agreement



City Council Workshop
December 9, 2019

Chad Eiken, CED Director
Bob Brackin, HP Inc.
Tim Schauer, MacKay Sposito

Presentation Outline

- Overview of HP Inc. in Vancouver
- HP and the Selection Process
- Section 30 Subarea Background
- Project Location, and Concept and Phasing Plans
- Development Agreement – Key Elements
- HP to City Value Proposition
- Next Steps

Overview of HP in Vancouver

- HP Inc.'s vision is to create technology that makes life better for everyone, everywhere — every person, every organization, and every community around the globe.
- HP has been located in Vancouver for 38 years.
- HP anticipates its Vancouver footprint to grow over time through a combination of new jobs created and/or work moving to the selected site
- Currently leasing space at Columbia Center at Columbia Tech Center on SE 164th Avenue, Vancouver
- Employs a 700-person highly skilled, well-compensated workforce



HP Inc.'s Commitment to Community

- Community service is deeply ingrained at HP and employees are encouraged to apply for the Time-off Community Support Grant.
- In Vancouver alone, an average of 1,500 volunteer hours per year are completed within the local community.
- HP funds annual HP Imagine Grants to support programs that align with education and technology related learning experiences for underrepresented and underserved communities.
- HP mentors and trains the next generation of innovators through its annual intern program including the HP LIFE program, a learning initiative for entrepreneurs; WSU Vancouver Capstone project; iUrbanTeenIPitch project; Camas Girls in STEM; and other programs.



Humane Society
FOR SOUTHWEST WASHINGTON



Habitat for Humanity®



CLARK COUNTY
FOOD BANK



FVRLibraries
FORT VANCOUVER REGIONAL LIBRARIES



HP and the Selection Process

- HP explored various locations to provide flexibility for future development options, including Vancouver
- Fall of 2018: City was contacted by JLL, a national site selector firm about a business recruitment/ retention opportunity (Request for Proposals)
- RFP described the project as: building investment for highly skilled advanced R&D employment base
- Two Vancouver sites identified as potential locations

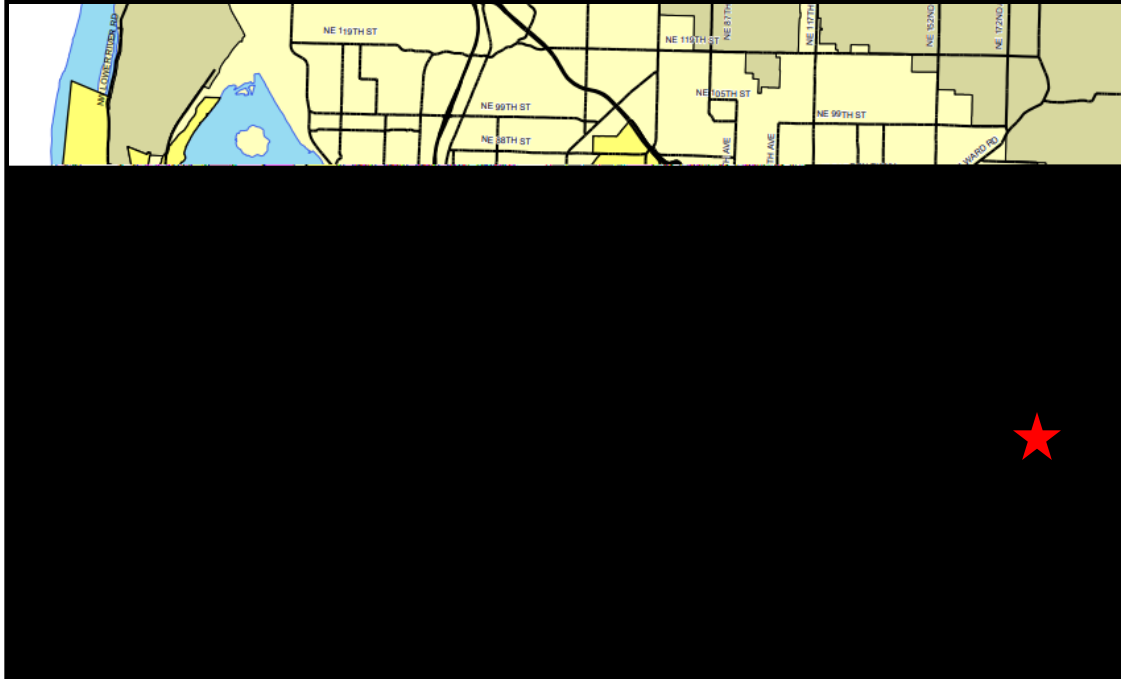


Development Agreement Negotiated

- City was contacted by JLL, site selector, in July of 2019; Section 30 site had been selected, and that HP was interested in discussing a formal agreement outlining City commitments
- Since September, City staff have met frequently with HP real estate team to negotiate terms and incentives of a development agreement, using City's response to RFP to guide its content
- In early November, draft D.A. finalized for Council's review



Future HP Location: Section 30

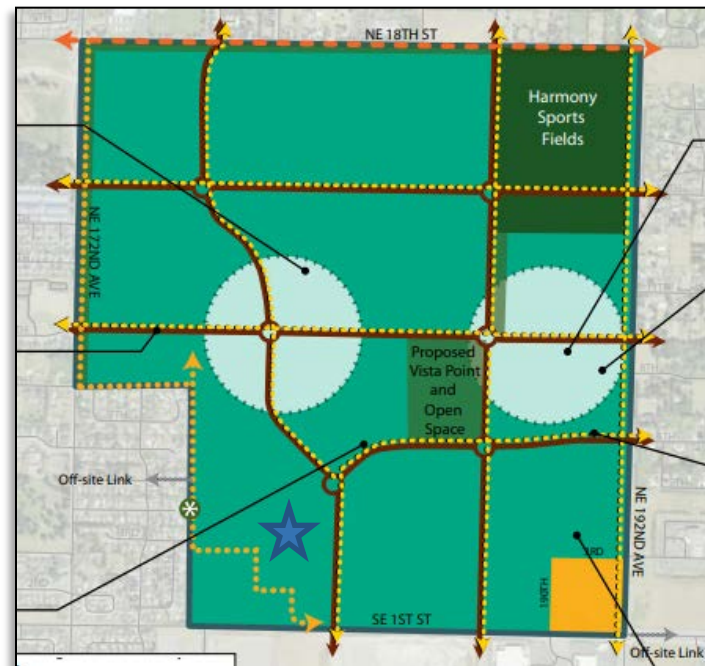


Section 30

- Annexed by City in 2008
- 553 acres, consists mostly of former gravel quarries, public lands (parks, gun range)
- Zoned ECX, Employment Center Mixed Use
- Subarea Plan Adopted

Section 30 Subarea Plan

- Subarea Plan envisions 20-30 year build-out for urban-scale employment uses (office, clean industrial and tech/flex) with supporting residential, commercial uses in one or two “centers”
- Plan calls for a well-connected street and public path network and identifies public infrastructure that would be needed
- Approximately 440 acres with redevelopment potential for employment and supporting uses



Section 30 Subarea Plan (cont.)

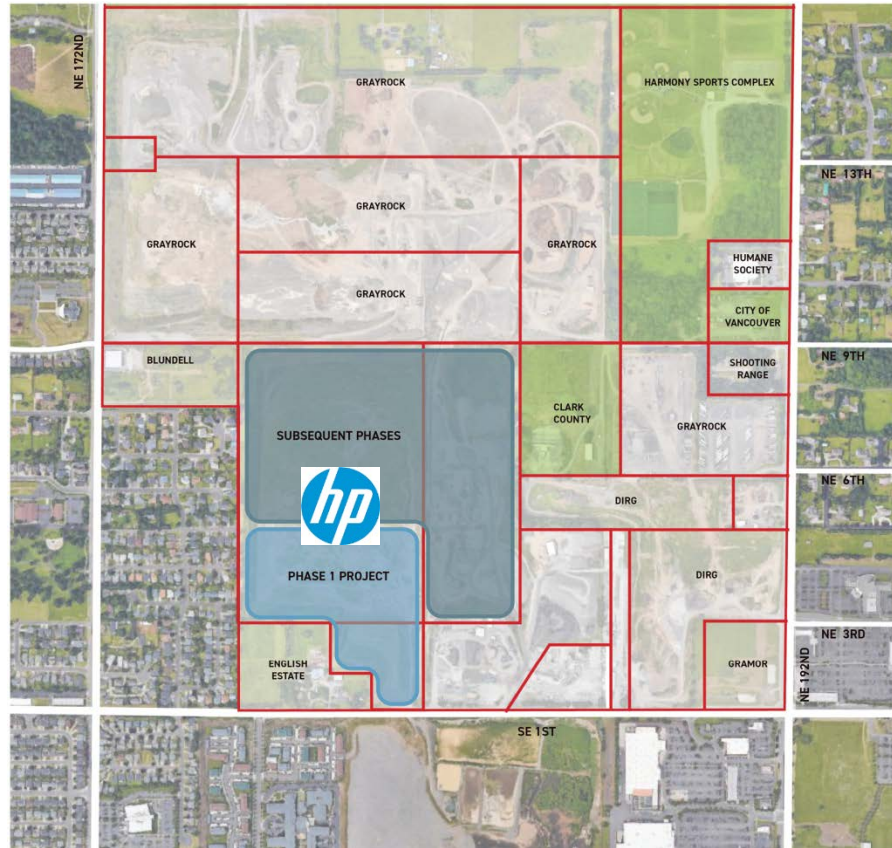
- Existing topographic conditions, ongoing mining operations, lack of infrastructure and parcelization under different ownerships have created barriers to development
- Site identified as important source for employment in the CREDC Lands for Jobs Study (2016)
- Identified by City as a high priority area for public infrastructure investment to create jobs in the Stronger Vancouver initiative



Section 30 Existing (looking from southwest to northeast)



Conceptual Phasing Plan



Proposed Project Scope

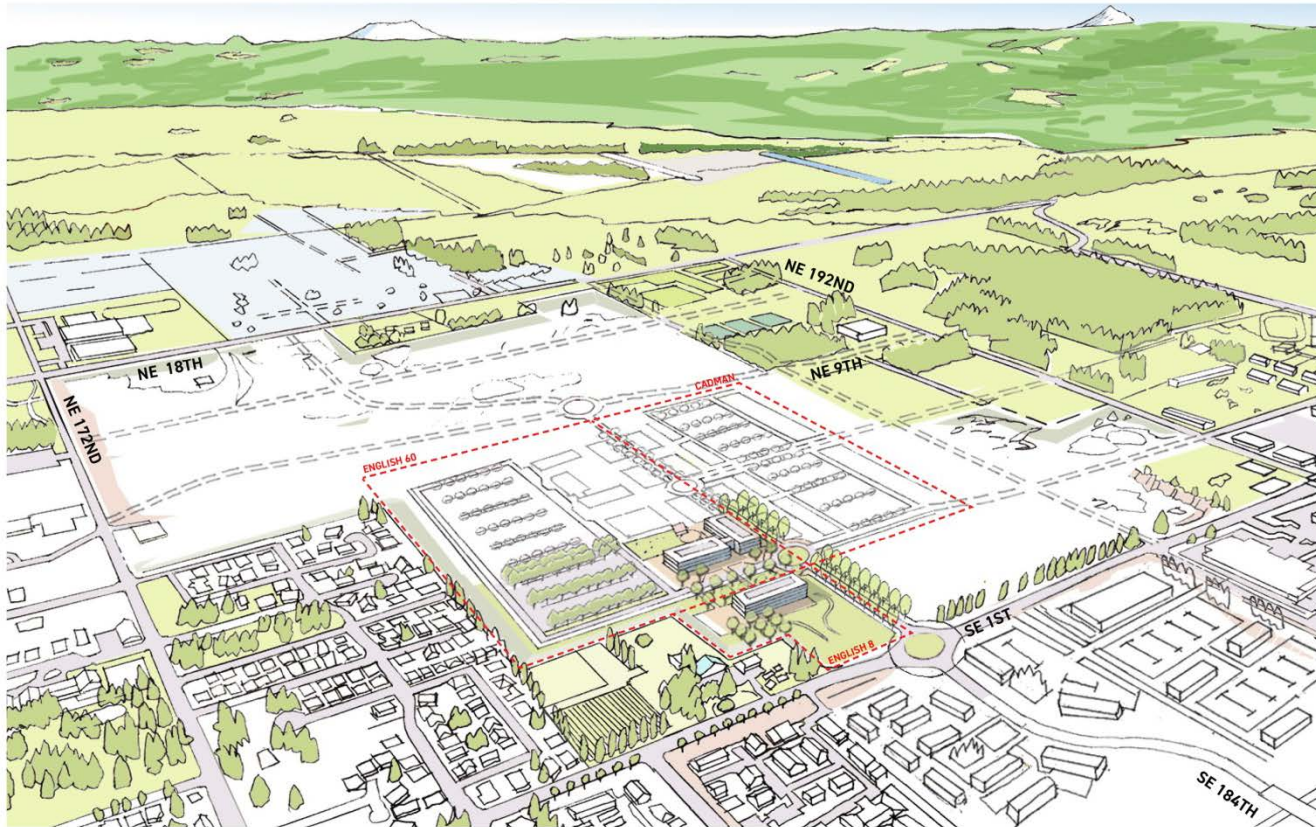
- Phase 1 to consist of at least two buildings totaling 330,000 square feet for office, research and development, etc. with related on-site parking and improvements
- Full build-out: up to 1,500,000 square feet in multiple buildings for office, research and development, industrial services, and manufacturing and production on 68-98 acres over 15 years
- Significant public and private infrastructure will be required for Phase 1 and beyond, including:
 - Completion of widening and alignment work on SE First Street (in process)
 - Extension of NE 184th Ave. by up to ¼ mile with an adjacent 12' public trail
 - Construction of a new sewer pump station
 - Extension of public water and sewer mains to the site
 - Substantial fill and grading of the property and future rights-of-way
 - Construction of public and private storm water facilities

Conceptual Phase 1 Plan



Infrastructure locations are preliminary.
Final locations will be determined
through the site plan review of Phase 1.

Conceptual Project Layout



Infrastructure locations are preliminary. Final locations will be determined through the master planning process. Red line boundaries denote properties covered by the Development Agreement.

Conceptual Rendering of Phase 1 entrance at the intersection of 1st Street and 184th Avenue



Development Agreement - Key Elements

- Description of Project
- City to allow Phase 1 to be reviewed using a Type II administrative process; subsequent phases subject to full Master Plan process
- City to consider code amendment to apply business license surcharge fee incentive to businesses that relocate significant jobs
- City to consider code amendment to reduce transportation impact fees based on relocated jobs that meet wage thresholds

Phase 1 Project Description:

- Up to 330,000 s.f. of office, R&D, light industrial contemplated in multiple 2-3 story bldgs.
- Extension of NE 184th Ave. from 1st Street to serve Phase 1 (approx. ¼ mile)
- Surface parking lot contemplated behind the buildings
- Public water and sewer extensions to serve project
- Grading and fill to level site
- Public 12' multi-use path along SE 184th Ave.

Development Agreement – Key Elements (cont.)

- City to lock in current building permit valuation ‘cap’ of \$10 million for calculation of building permit fees for all phases
- City to provide for reservation of sanitary sewer capacity for project in a sewer pump station constructed as part of subsequent phases
- City to reserve Developer’s right to connect to any public storm water system that may be constructed in Section 30
- Vest the project (and future properties added) by HP to current development standards as allowed by law
- City to reserve transportation capacity for future phases up to 5,565 daily trips

Development Agreement – Key Elements (cont.)

- City to commit to funding up to \$3.5 million in public infrastructure as part of Phase 1, to be determined by HP; likely, this will be used toward roads and/or other needed infrastructure
- City to commit to funding up to an additional \$6.5 million in public infrastructure as part of Subsequent Phases; likely to be applied toward construction of a public sewer pump station, public streets further north, and/or other infrastructure
- City will utilize its streamlined permit review process for land use, engineering and building review at no additional charge
- Term of agreement = 15 years, with one option to extend by 5 years through a Type I process

Future Council Action Needed

In addition to approval of the Development Agreement, several of the proposed incentives to be applied to the project would require further Council action, as follows:

1. Amendment to the Business License Surcharge Ordinance (VMC 5.04) to provide a 5-year waiver of the per employee annual fee to business that *relocates at least 700 employees* that meet certain salary thresholds
2. Amendment to the TIF Business Development Incentive (VMC 20.915) to reduce traffic impact fees by 50%, up to \$200,000 for any business that *relocates 700 or more employees* that meet certain salary thresholds

HP Inc. to City Value Proposition

HP Inc.	City of Vancouver
Over 700 full time badged employees, with over 300 additional full time contract employees; retains significant employee base locally	\$3.5M toward construction of public infrastructure
Capital construction investment anticipated in Phase 1 of a minimum of \$50 – 80 million, with potential for hundreds of millions over 15-20 years	\$27K-\$135K per year in waived business license fees (\$1.25M) over the next 20 years
High average wage and benefits (>125% of area median income)	Traffic Impact Fee credits for private construction of arterial streets (e.g. 184 th Ave.) and/or TIF reductions of up to \$200K if job thresholds are met (one-time)
Estimated one-time sales tax revenue on construction in years 1-5 ~\$1M (phase 1), an additional ~\$3M (Subsequent Phases)	Water and Sewer System Development Charges may be deferred for several years per separate approval
Estimated on-going annual City revenue increase: between \$111K/year in year 1 to \$1.6M in year 2039	Additional \$6.5M commitment for future public streets/trail infrastructure in Subsequent Phases

20 Year NPV at 5% (to City) = \$10.5 million (conservatively) from HP Inc.

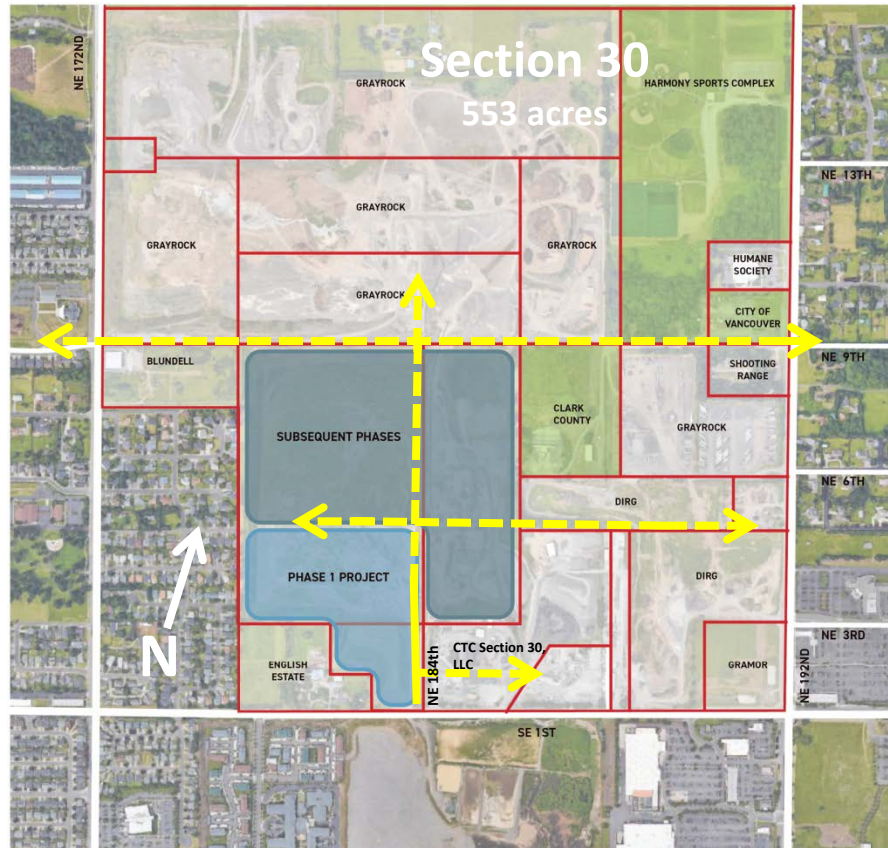
Anticipated Project Timing

A Catalyst for Development in Section 30

- Master planning 2020-2021
- Anticipate Phase 1 programming and design 2022
- Anticipate Phase 1 construction 2023-2025
- Anticipate Phase 1 occupancy late 2025 to early 2026



Catalytic Potential of HP in Section 30



Infrastructure locations are preliminary and yellow lines are used here for illustrative purposes. Final locations will be determined through the master planning process.

Next Steps

December 16, 2019 Public hearing on Draft D.A.

Jan. – Feb., 2020 Council workshop and hearing on amendments to VMC 5.04 and 20.915 to apply business incentives to major relocations under certain conditions

Questions

VANCOUVER
CITY HALL



Chad Eiken, Director
Community and Economic Development
chad.eiken@cityofvancouver.us

Bob Brackin, HP Inc.

Tim Schauer, MacKay Sposito

Homelessness in Vancouver

An overview and recommendations for a strategic response

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

December 9, 2019

Jackie K. St. Louis, MSC, LMHC,
Homeless Resource Manager

Presentation Overview

- Current state of homelessness in Vancouver
- System Evaluation
- Recommendations



Why are People Homeless?

- Housing Crisis
 - Affordability, low vacancy rates
- Behavioral Health
 - Insufficient resources to assess and treat
- Criminal Justice Involvement
- Physical Health
 - 40% reported a disability in the 2018 point-in-time count

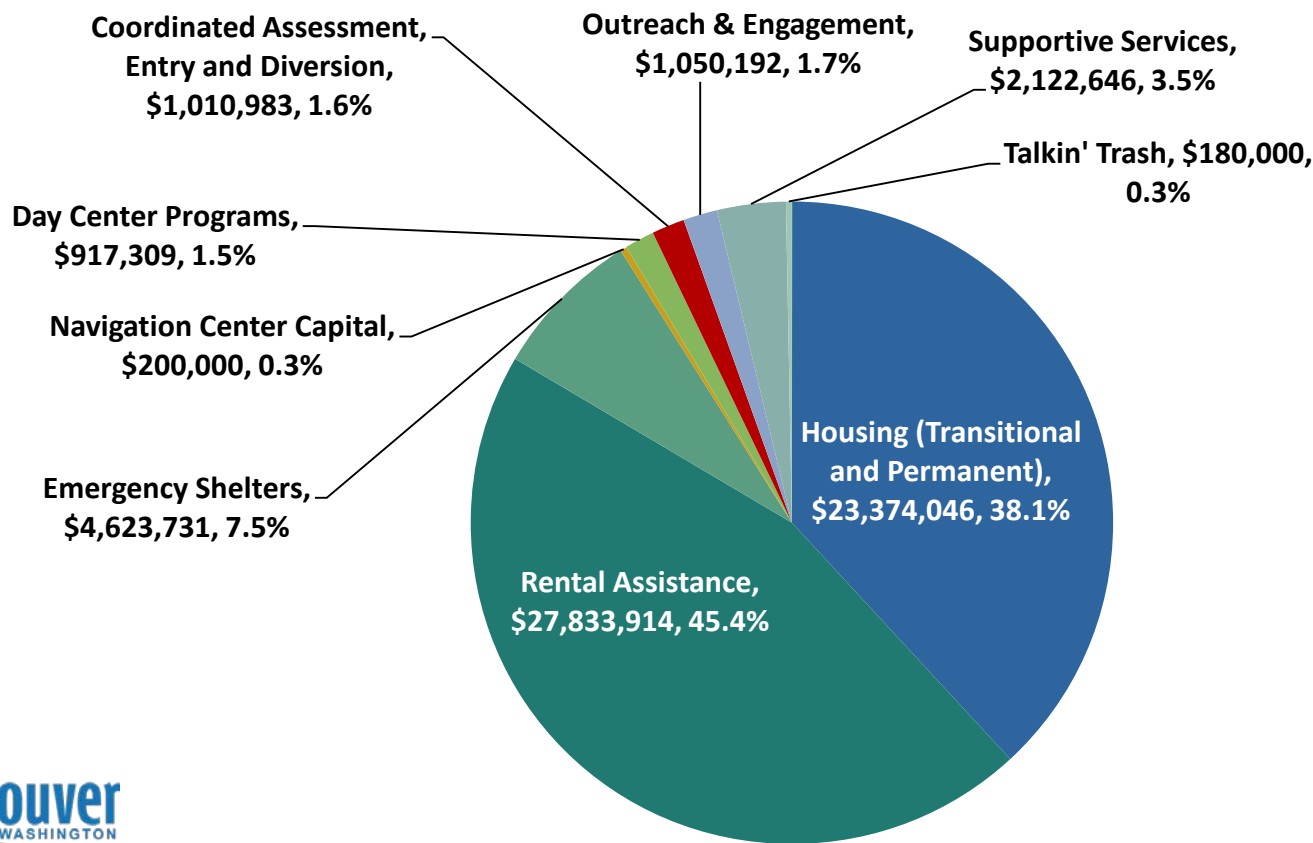


Homeless Action Plan

- Our local Continuum of Care is Governed by the CoC Steering Committee and a governance charter
- Homeless Action Plan
 - Identifies housing as key factor to addressing homelessness
 - Recommends investments across intervention types
 - Does not comprehensively address the current crisis of homelessness on the street, particularly those living with behavioral health challenges, and impacts to community

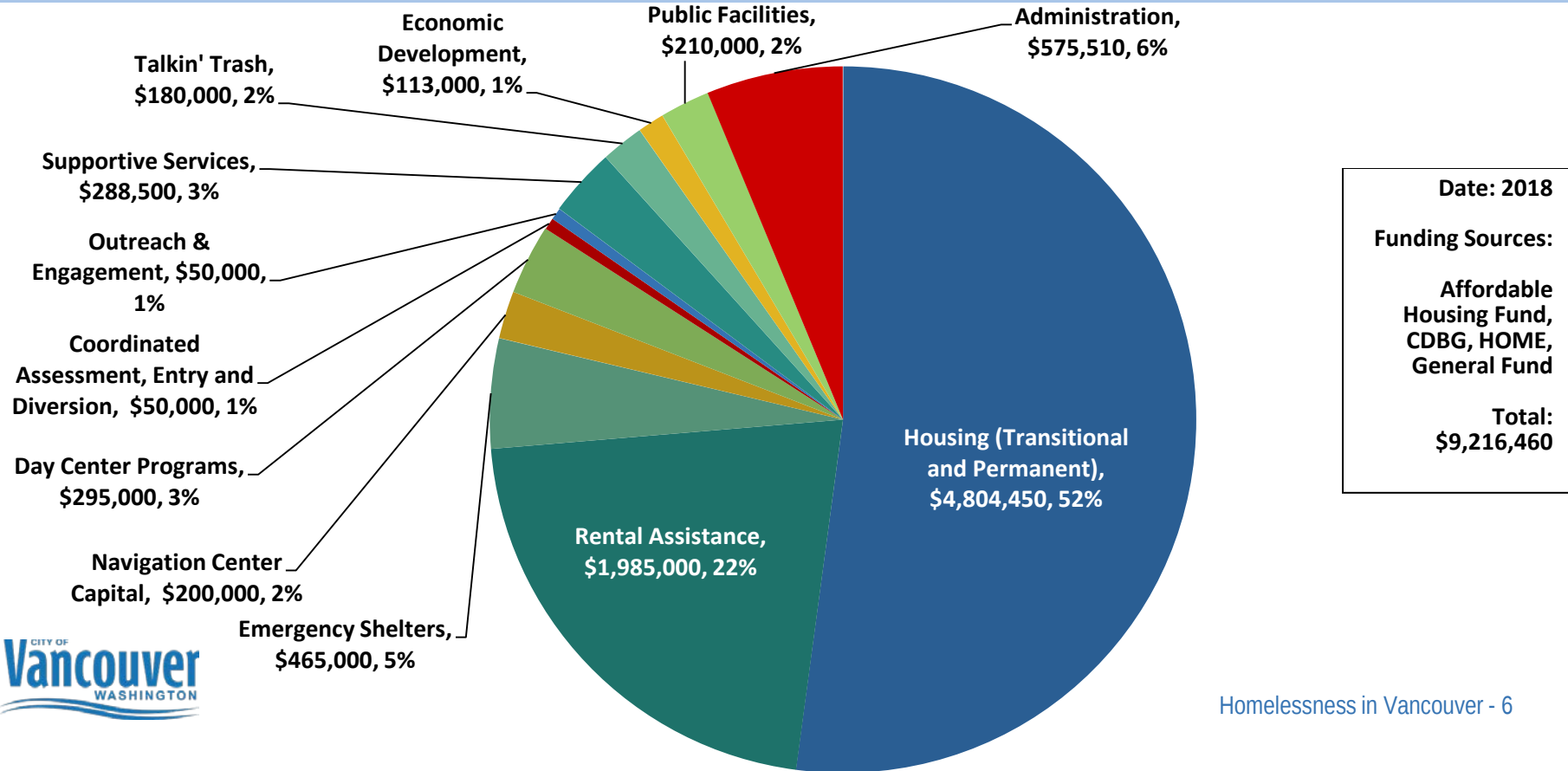


City/County/VHA – Housing & Homelessness Spending



Year: 2018
Total: \$61,312,823

City - Housing, Homelessness & Community Development Programs



Homeless Crisis Response System

Causes of Homelessness

Family Conflict

**Unemployment/
Insufficient Income**

Justice Involvement

Chronic Medical Issues

Chronic Substance Use

**Chronic & Persistent
Mental Illness**

Supportive Services

Outreach

Employment/Training

Family reconnection/ diversion

Shelter

Day Center

Crisis Stabilization

Crisis Triage

Inpatient Treatment

Recovery Housing

Transitional Housing

Residential Care Facilities

Housing (naturally occurring/VHA/tax credits)

Pathways to housing

Publically Funded Shelter

Diversion & Prevention

Rapid Re-housing

**Permanent Supportive
Housing**

Coordinated Entry
(managed by Council for
the Homeless)

City Response

- 2015 camping ordinance revision
- 2016 Affordable Housing Fund
- 2018 Navigation Center
- Multi-departmental encampment clean-up response
- Hiring a Homeless Resource Manager
- Project Alpha independent assessment



Alpha Report

1. Day Center: improve operations; add additional services; advisory board
2. 150-bed temporary bridge shelter for single adults
3. Homeless Assistance and Resource Team
4. Joint Executive Board on Homelessness



Recommendations

	Recommendation	Budget	Timeline
1.	Day Center • Secure new operator • Add services	Existing budget	Q1 2020
2.	Homeless Assistance and Resource Team (HART) • Lead response to homelessness on the streets and encampments • Hiring of key positions in process	Existing Budget	Q2 2020

Recommendations

	Recommendation	Budget	Timeline
3.	Shelter Capacity • 80-bed transitional facility for adults to meet critical need in our system	Capital: \$800,000 (est.) Annual Operating: \$2.0 M (est.)	TBD
4.	Future Facilities • Evaluate first transitional facility before pursuing a second 80-bed facility	Capital: \$5 M (est.) Annual Operating: \$2.0M (est.)	TBD

Recommendations

	Recommendation	Budget	Timeline
5.	Housing Investments • Continue funding housing through Affordable Housing Fund • Evaluate current investments and allocations	N/A	Q1 2020
6.	Winter Overflow Shelters (Nov. 1 – March 31) • Lead coordinator: Council for the Homeless • Continue financial support	\$15,000	Annually

Recommendations

	Recommendation	Budget	Timeline
7.	System Alignment & Advisory Groups Clark County, Council for the Homeless, City of Vancouver, Non-profit leadership, lived-experience representation, funders	N/A	Q2 2020

Recommendations Overview

	Recommendation	Budget	Timeline
1.	Day Center	Existing budget	Q1 2020
2.	Homeless Assistance and Resource Team (HART)	Existing Budget	Q1 2020
3.	Transitional Shelter (80-bed)	Capital: \$800,000 (est.) Annual Operating: \$2.0 M (est.)	TBD
4.	Future Facilities (additional 80-bed)	Capital: \$5.0 M (est.) Annual Operating: \$2.0M (est.)	TBD
5.	Housing Investments	N/A	Q1 2020
6.	Winter Overflow Shelters (Nov. 1 – March 31)	\$15,000	Annually
7.	System Alignment & Advisory Groups	N/A	Q2 2020

Questions and Discussion

VANCOUVER
CITY HALL



Jackie K. St. Louis, Homeless Resource Manager
Jackie.stlouis@cityofvancouver.us, (360) 487-8610



Staff Report 183-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019

SUBJECT 2019 Resurfacing Curb Ramps Project, construction acceptance and release of retainage

Key Points

- The project constructed 42 ADA-compliant curb ramps on streets that were scheduled for resurfacing, in accordance with Federal Highway Administration and Americans with Disabilities Act (ADA) requirements.
- City Council awarded Halme Excavating of Battle Ground, Washington, a \$529,620.00 contract for the 2019 Resurfacing Curb Ramps Project in March 2019.
- Construction began in April 2019 and was physically complete in August 2019.
- Final construction costs for the project are \$550,004.95.
- This project was funded by the Pavement Management Program in the Street Fund.

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 constructed 42 ADA-compliant curb ramps.

The original construction contract bid amount was \$529,620.00. Change orders and quantity adjustments during construction increased the contract amount by 3.8% to \$550,004.95.

The project had a 3% apprenticeship goal. The total reported number of hours worked on the project was 1,540.50. To meet the apprenticeship goal, the contractor needed a minimum of 46.2 hours of reported apprenticeship hours. The contractor utilized 0 apprenticeship hours and did not meet the apprenticeship goal and was assessed a penalty of \$462.15.

Halme Excavating of Battle Ground, Washington, has satisfactorily completed the subject

improvements in accordance with the plans and specifications.

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 retainage.

Disadvantage(s)

None

Budget Impact

This project funded by the Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction contract for the 2019 Resurfacing Curb Ramps Project in March 2019 (Staff Report 037-19).

Action Requested

Accept the 2019 Resurfacing Project as constructed by Halme Excavating of Battle Ground, Washington, and authorize release of retainage in the amount of \$27,500.25, subject to receipt of all documentation required by law.

Nicollette Roth, Civil Engineer, 487-7763



Staff Report 184-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019

SUBJECT 2019 East Curb Ramps Project, construction acceptance and release of retainage

Key Points

- The project constructed 87 ADA-compliant curb ramps on streets that were scheduled for resurfacing, in accordance with Federal Highway Administration and ADA requirements.
- City Council awarded Advanced Excavating Specialists (AES) of Longview, Washington, a \$686,000.00 contract for the 2019 East Curb Ramps Project in March 2019.
- Construction began in April 2019, and was physically complete in September 2019.
- Final construction costs for the project are \$837,814.45.
- This project was funded by the Pavement Management Program in the Street Fund.

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 constructed 87 ADA-compliant curb ramps. The original contract included 70 ramps, and 17 ramps were added by change order.

The original construction contract bid amount was \$686,000.00. Change orders and quantity adjustments during construction increased the contract amount by 22.1% to \$837,814.45.

The primary cost increase was associated with a change order that added ramps to the contract. Six of the added ramps were required upgrades due to the pavement preservation work scheduled for summer 2019, but were not included in any of the ramp contracts that were bid. The remaining ramps were associated with the other quadrants at the same intersections. Given that a portion of the added ramps were associated with upcoming 2019 summer preservation work, time was of the essence to complete construction of the ramps in a short time frame.

Upon review of the bid prices for each ramp contract under construction at the time, the City identified the most favorable pricing for the change order in the East Curb Ramps project. The Contractor was also able to complete the ramps without schedule impacts to the upcoming summer work.

The project had a 3% apprenticeship goal. The total reported number of hours worked on the project was 5,302.25. To meet the apprenticeship goal, the contractor needed a minimum of 159.10 hours of reported apprenticeship hours. The contractor successfully met the apprenticeship goal by reporting a total of 1,116.50 apprenticeship hours for the project, yielding an actual apprenticeship utilization rate of 21%.

Advanced Excavating Specialists (AES) of Longview, Washington, has satisfactorily completed the subject improvements in accordance with the plans and specifications.

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 retainage.

Disadvantage(s)

None

Budget Impact

This project funded by the Pavement Management Program in the Street Fund.

Prior Council Review

Award of construction contract for the 2019 East Curb Ramps Project in March 2019 (Staff Report 038-19).

Action Requested

Accept the 2019 East Curb Ramps Project as constructed by Advanced Excavating Specialists (AES) of Longview, Washington, and authorize release of the retainage bond on file, subject to receipt of all documentation required by law.

Nicollette Roth, Civil Engineer, 487-7763



Staff Report 185-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019

SUBJECT 6th Street Parking Lot - Final Construction Acceptance and Release of Retainage
(Bid#19-07)

Key Points

- A new temporary surface parking lot was constructed west of the existing City Hall parking lot to provide additional off-street parking to the City's inventory and to accommodate City fleet vehicles.
- The project increased the overall inventory of off-street parking in downtown by 121 spaces.
- The project is consistent with the Vancouver City Center Vision Plan.

Strategic Plan Alignment

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

Present Situation

McDonald Excavating, Inc. of Washougal, Washington, completed the construction of the temporary surface parking lot. The project included site grading, new pavement and striping, revision to exit controls at 6th street, surface water management and treatment, installation of 3 new overhead light poles and minor existing landscaping revisions. The new facility was designed and constructed to function as an extension of the existing City Hall parking lot.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$312,487.14
Sales Tax	\$26,248.92
Total	\$338,736.06

Retainage	\$15,624.36
-----------	-------------

The original contract amount was \$328,733.84 compared to a final amount of \$338,736.06, an approximate 3% increase. The increase can be primarily attributed to the placement of additional rock to stabilize existing poor underlying soils found during the excavation and mitigation for unanticipated underground conflicts, such as an abandoned underground storage tank.

In keeping with current City policy on apprenticeship utilization, as the contract value was under \$500,000, no apprenticeship utilization goals were required.

Advantage(s)

1. Acceptance by Council 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 the release of the contractor's retainage.

Disadvantage(s)

None.

Budget Impact

The funds for this project had been budgeted in the 2019-2020 biennial budget and the 2019 first supplemental decision package.

Prior Council Review

1. Staff Report 067-19, Award of Bid, June 3, 2019.
2. Approved project #070717 in the approved 2019-2020 biennial budget.

Action Requested

Accept the 6th Street Parking Lot project as constructed by McDonald Excavating, Inc. of Washougal, Washington, and authorize release of retainage in the amount of \$15,624.36, subject to receipt of all documentation required by law.

Jean Singer, Capital Facilities Project Manager, 487-7755



Staff Report 186-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019

SUBJECT Central Vancouver South PH1 Sewer Construction Acceptance

Key Points

- The project installed over 2,050 linear feet of gravity sewer.
- Public sanitary sewer is now available to 35 parcels
- 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

Halme Excavating, Inc of Battle Ground, Washington, has completed construction of the Central Vancouver South PH 1 Sewer Connection Incentive Program (SCIP) project. The project provided reliable sewer service to 35 parcels by installing over 2,050 linear feet of 8-inch gravity sewer mains in the following roadways: NE 102nd Ave., NE 14th St., NE 7th St., NE 100th Ave. and St Helens Ave in the Marrion and Vancouver Heights neighborhoods.

A coordinated effort with Pavement Management on this project resulted in a road restoration beyond the limits of the utility trenches.

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

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$559,006.92
Sales Tax	\$28,360.65
Total	\$587,367.57

Retainage	\$27,950.35
-----------	-------------

The original contract amount, including sales tax, was \$560,133.13. The final project cost was \$559,417.22, which was \$715.91 (under 1%) less than the original contracted amount. The difference between original contract amount and final contract amount can be attributed to extra street restoration required by Clark County, as well as the typical variances in unit prices and/or quantities commonly encountered during construction.

The project had a 3% apprenticeship goal. The total reported number of hours worked on the project was 1,143.8. To meet the apprenticeship goal, the contractor needed a minimum of 34.3 hours of reported apprenticeship hours. The contractor successfully met the apprenticeship goal by reporting a total of 35.0 apprenticeship hours for the project.

Advantage(s)

1. Provides reliable sanitary sewer service to residents.
2. Subsequent decommissioning of septic systems will protect the community's ground water supply.
3. Completes the City's contractual and statutory process for accepting the project.
4. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's retainage bond.

Disadvantage(s)

None.

Budget Impact

None. Funds for this project are appropriated in the Sewer Construction Fund, in the 2019-2020 Budget and the Pavement Management Construction Fund in the 2019-2020 budget.

Prior Council Review

- Approval of the 2019-2020 Capital Improvement Budget
- Award of contract at the July 1, 2019, Vancouver City Council Meeting (Staff Report 086-19)

Action Requested

Accept the facilities as constructed by Halme Excavating, Inc. of Battle Ground, Washington, and authorize release of the retainage subject to receipt of all documentation required by law.

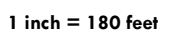
Sheryl Hale, Senior Engineering Supervisor, 487-7151

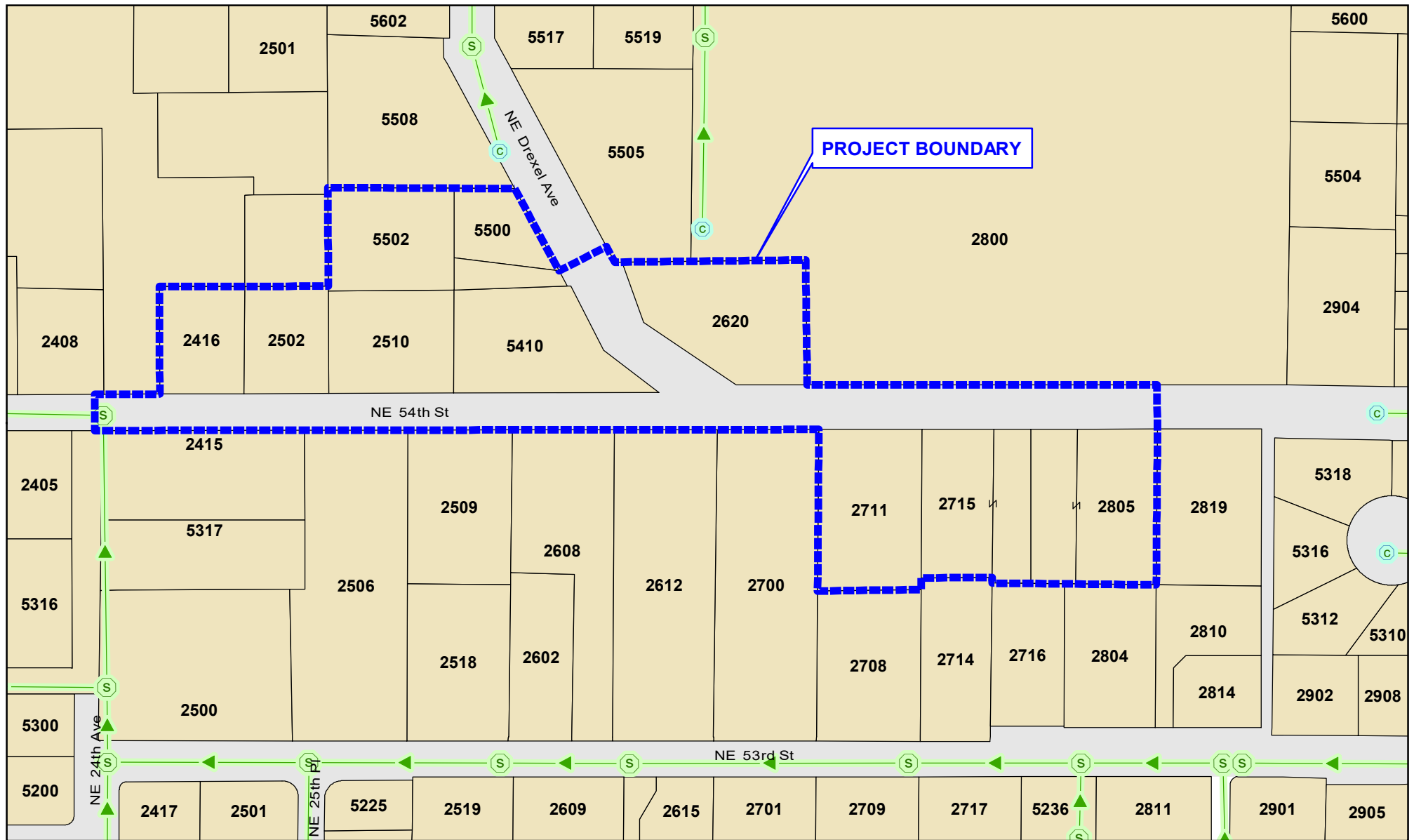
ATTACHMENTS:

- Project Boundary Map - Central Vancouver South PH1



Project Number: 083745







Staff Report 187-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019

SUBJECT Vancouver Farmer's Market MOU

Key Points

- A 5-year Memorandum of Agreement (MOA) with the Vancouver Farmer's Market (VFM) will allow the Market to continue to use City-owned space on Esther and 8th Streets for operation of the Market.

Strategic Plan Alignment

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

Present Situation

The Vancouver Farmer's Market (VFM) has operated at its current location on Esther Street, between 6th and 8th streets, in downtown Vancouver since 2000. In 2019, due to upcoming construction, and to allow for access to the new apartment development that was to be built on 6th Street, the Vancouver Farmers Market was asked to relocate its vendors on 6th Street to 8th Street. The Market has operated in this new configuration since March 2019 with great success and general approval of both neighbors and vendors alike.

The Market is a major attraction in downtown; with more than 250 vendors and thousands of customers, it is one of the largest farmers markets in the state. The City's previous agreement with VFM for the use of Esther Street (from 8th to 6th) and 6th Street (west of Esther) expired December 31, 2018. The proposed Memorandum of Agreement (MOA) is for 5 years, 2020-2024, and will allow VFM to continue to operate in its current location. VFM also has a separate agreement with the City that allows use of the City Hall parking lot on the southwest corner of Esther and 6th Streets for customers and vendors. That agreement will continue on an annual basis.

Advantage(s)

1. Allows one of downtown's premier attractions to continue to be available to the public.
2. Supports small businesses including encouraging the availability of locally grown agricultural products.

Disadvantage(s)

Portions of Esther and 8th Streets are not available for vehicular traffic on Saturdays and Sundays from March through October.

Budget Impact

None.

Prior Council Review

None.

Action Requested

Authorize the City Manager or his designee to sign a Memorandum of Agreement with the Vancouver Farmer's Market that will allow it to use portions of Esther and 8th Streets for operation of the Market for 2020-2024.

Teresa Brum, Economic Development Division Manager, 487-7949

ATTACHMENTS:

- ▢ Vancouver Farmer's Market MOU
- ▢ Exhibits

**Memorandum of Agreement
Between the City of Vancouver and
Vancouver Farmers Market Association
For the 2020-2024 Farmers Market**

BACKGROUND

The City of Vancouver (“City”), a municipal corporation formed under the laws of the State of Washington, allows the Vancouver Farmers Market Association (“Market”), a Washington non-profit corporation, to operate on City-owned streets, parking lots and right-of-way near Esther Short Park in downtown Vancouver. The Market is a valued downtown amenity drawing thousands of visitors on an annual basis. The Market is interested in renewing their agreement with the City for use of streets and other city-owned facilities for the operation of the market. The City has determined that the Market has complied with the conditions in the 2014-2018 Memorandum Agreement for the operation of the Farmer’s Market.

The Market must comply with the terms and conditions of this Agreement and any and all City-issued permits as well as the requirements of other agencies with jurisdiction regarding Market operations including, but not limited to, the Clark County Health Department. It is understood that the City reserves the right to change the terms and conditions of this Agreement at the time of the annual review as described herein in order to provide for public health, safety and welfare.

The City of Vancouver and the Vancouver Farmer’s Market agree to the following:

A. TERM

1. Subject to the conditions and provisions set forth in this Agreement and in the attached Right of Way Use Permit, the City will allow the Market to continue to use City owned streets and facilities for its operations for 2020-2024. During this period, the Market may continue to utilize the same locations as described herein, subject to modification or partial revocation pursuant to VMC 11.60.150 if the area for which the permit has been granted is needed for a public purpose due to constraints by construction projects adjacent to and in the general vicinity of this location. In the event that construction projects reduce or restrict the Market’s use of City right of way, the City will work cooperatively with the Market to find alternatives for their space needs.
2. The Market “season” is defined as every Saturday and Sunday, plus Memorial Day and Labor Day, beginning the third weekend in March and concluding the last weekend in October. The Market may operate special seasonal or holiday markets, in the same locations described herein, outside of the March-October timeframe with 30 days advance notification to the City.

**Memorandum of Agreement - 1
City of Vancouver & Vancouver Farmers Market**

3. The City and the Market will meet annually, prior to March 1, to facilitate and review the agreement. The Market agrees to discuss any concerns relating to this agreement with the City's liaison to the Market either at the annual meeting between the City and Market or as concerns arise. The designated representative of each party, for purposes of such meeting and for other necessary contact, is:

City:

Teresa Brum
Economic Development Division Manager
City of Vancouver
415 W. 6th St.
P.O. Box 1995
Vancouver, WA 98668-1995
(360) 487-7949
teresa.brum@cityofvancouver.us

Market:

Jordan Boldt
Executive Director
Vancouver Farmers Market
605 Esther St
PO Box 61638
Vancouver, WA 98666-1638
(360) 737-8298
j.boldt@vancouverfarmersmarket.com

B. RIGHT OF WAY USE PERMIT

1. Prior to use of City right of way pursuant to this Agreement, the Market will apply to the City's Public Works Department for a Type C Right of Way Use Permit for the Market, pursuant to the requirements of VMC Chapter 11.60. VMC Chapter 11.60 and the appropriate application form are attached hereto as Exhibits 1 and 2. The required application must be filed not later than January 5 of each year under which the MOA is effective. The City will process the application within sixty (60) days, as required by VMC 11.60.110.E.1.a. The permit may be renewed on an annual basis through 2024, pursuant to the conditions of VMC 11.60.140. The Market must apply for renewal of the permit each year, and must pay the fees as outlined in VMC 11.60.160 and VMC 20.180.070.
2. The Right of Way Use Permit will establish the City's conditions for approval of the use of Esther Street ending to the North approximately halfway between 8th Street and 9th Street. (The street closure will end before the entrance to the Heritage Place parking lot and the Dolle Building parking lot) and to the South ending at the North edge of the crosswalk at 6th

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City of Vancouver & Vancouver Farmers Market

Street. Additionally, the Right of Way Use Permit covers the use of 8th Street from the East side of the east crosswalk at Franklin to the West side of the crosswalk to Esther Short Park (approximately halfway between Esther and Columbia). The use is granted from 5 a.m. on Saturday to 6 p.m. on Sunday. A map of the intended street use area covered by the Right of Way Use Permit is attached hereto as Exhibit 3. It is understood that there are ongoing construction projects adjacent to and in the general area of the Farmers Market and that such projects may conflict with the Market's operation on the above described areas. City and Market agree to work cooperatively to avoid or minimize such conflicts but Market acknowledges that it may not be able to fully utilize the above described areas during such construction periods. In the event of such conflict, the City reserves the right to modify or partially revoke the Market's Right of Way Use Permit pursuant to VMC 11.60.150 as necessary, if the area for which the permit has been granted is needed for a public purpose due to the construction projects.

3. Pursuant to 11.60.090.D, the City requires proof that the applicant has notified property owners and tenants within 200 feet of the edge of the proposed use or occupation whose access may be affected by the proposed use. The notice shall consist of a declaration signed by the applicant that the required notice was issued within 28 days prior to submittal of the permit application, a list of property owners and tenants notified, and a sample of the message of notification.
4. The City agrees to allow the Market to remain set up overnight between Saturdays and Sundays on Esther Street and 8th Streets, in the footprint approved for the Market through the Right of Way Use Permit, on the condition that overnight security is provided.
5. To make the park available to other community organizations and the public, Market vendor activity will be limited to Esther Street adjacent to Esther Short Park between 6th Street and 8th Street. The permitted area is bounded by the West curb of Esther Street to the East edge of the sidewalk on the West side of Esther Short Park, and on 8th Street the Market's use will be limited to the area from the North curb on 8th Street to the Southern edge of the sidewalk on the north side of Esther Short Park as described in the attached Right of Way Use Permit. Driving over curbs on either Esther Street or 8th Street is not allowed. No other commercial activity will be permitted in the stated boundary during the hours of the Market operation, and a 5-foot path of the sidewalk will be kept clear for ADA accessibility purposes.
6. As required by VMC 11.60.090.E.6, the Market will submit to the City for review and approval a Traffic Control plan in compliance with VMC Chapter 11.40. The appropriate application form is attached hereto as Exhibit 4. The required application must be filed not later than January 5 of year during which the MOA is effective. The City will process the application within sixty (60) days, as required by VMC 11.60.110.E.1.a. Barricade placement is the responsibility of the Market; RCW 46.55.113 requires barricades with signage establishing a tow away zone be placed on the street a minimum of 24 hours in

advance of the opening of the Market. Signs and barricades are to be stored offsite by the Market when not in use.

7. Any proposed additional signage must be authorized by the City's Public Works Department as part of the Traffic Control plan.
8. Given the unique nature of the Market as a regular weekly event that supports the City's long range strategic goals for Downtown, the City will waive the daily meter hood fee for use of the on-street parking spaces in the designated Market area. The Market will work with the Public Works department to secure new signage that indicates the dates and times when the street parking in the designated Market area will be unavailable for public use.
9. The Market shall not cause or permit any Hazardous Materials as defined by RCW 70.36.020(1) to be spilled, leaked, disposed of, or otherwise released on or under streets or parks. In the event that such an incident occurs, the Market shall report it to the Vancouver Fire Department, and shall comply with its requirements concerning required response. VMC 2.32.060-070.

C. PARK USE

1. If Esther Short Park is not reserved for a special event, the Market may use it free of charge one day per month. The request must be made thirty (30) days prior to the proposed date. Use will be approved if the park is not reserved and the request meets park use requirements under VMC Chapter 15.04. This free use is intended enhance the Market and may not be donated, traded or sold to other organizations. To request use, the Market will contact the City Events Manager. In addition to the one free day per month, the City will consider use of the park by the Market on a case by case basis and has the option to charge a fee for any such additional use.
2. The Market may use the hard surface area between the Slocum House and the restrooms for Market patron seating, educational activities and light entertainment. Light entertainment is described as entertainment designed as "background" music or entertainment designed to accommodate small gatherings on the hard surface area.
3. Additional seating, demonstrations and entertainment is allowed only in the hard surface area north of the Slocum House. The Market may use the public sidewalk on the West Side of the park north of Slocum House for additional table seating. Tables must be placed to comply with ADA regulations and allow a minimum of a four-foot clear walkway on the sidewalk. This clearway must be maintained at all times. The City reserves the right to rescind use of the sidewalk for tables or seating if safety or access issues occur.
4. Vendor overflow is not permitted into the park. Vendors must set up within the area from the West curb of Esther Street to the East edge of the sidewalk on the West side of Esther Short

Park or in the approved areas on 8th Street and the approved area on Esther Street North of 8th Street. .

5. The Market understands that in some cases Esther Short Park will be fenced to accommodate special events. The City Events Manager will notify the Market 30 days in advance if fencing is to occur.
6. The Market and the City will jointly foster a compatible environment with all renters of the park. It is the responsibility of the Market and community event users of the park to coordinate possible partnerships of events and the Market.

D. UTILITIES

1. Garbage.

- 1.1. The Market may make use of the City's dumpsters behind the pump house in Esther Short Park including sharing the existing garbage, recycling and food waste containers. The Market and the City will coordinate closely, including arranging for extra service days, depending on the special events planned for the park. It is expected that although the containers will be shared, the Market will maintain an individual account with Waste Connections for its services.
 - 1.2. Responsibility for litter and garbage cans. It is the Market's responsibility to keep the area subject to the Right of Way Use Permit and this Agreement free of litter and debris when the Market is operating, and to clean up litter and garbage at the end of each Market weekend. This responsibility shall include emptying City-provided trash cans adjacent to the Market area on the west side of Esther Short Park as necessary to keep the area free of garbage.
2. The grey water - defined as wastewater having the consistency of residential domestic type wastewater- generated by vendors at the Vancouver Farmer's Market shall be either hauled away from the site and properly managed, or discharged to the City sanitary sewer system. At the time of the annual review, the Market shall provide the City with information concerning its arrangements for disposal of grey water, which the City may review and approve or disapprove. Discharge of grey water to the storm sewer is not authorized.
 3. The Market is required to provide portable toilets and hand-washing facilities in appropriate locations (away from vehicular traffic, not blocking access to sidewalks or aisle ways, at least 20 ft. away from all storm drains and on level ground that provides unobstructed access for users on each Market weekend. Not less than four (4) portable toilets must be provided so that the capacity of the permanent restroom facilities is not stressed. The toilets may be delivered no earlier than the day before the Market and must be removed at the end of each Market weekend. The Market is responsible for ordering portable toilets and making sure they are removed as required in this agreement.

4. Clark Public Utilities (CPU) bills the Market for electricity used by the electrical boxes and the streetlights. The City reimburses the Market for the streetlight electrical usage.
5. The City will provide basic maintenance, including cleaning and restocking of supplies, for the permanent restrooms and the area surrounding the restrooms on a daily basis. However, it is the Market's responsibility to keep the area surrounding the restrooms, as shown on Exhibit 5, free of litter and debris when the Market is operating. The restroom space is available to the public and events within the park and is not for the sole use of Market patrons.
6. The City will provide and maintain potable water at three curbside and one restroom locations. It will be the Market's responsibility to provide for a Clark County Public Health Department approved means of distribution to vendors. A distribution system which leaks and/or adds other safety concerns will not be allowed. The City reserves the right to discontinue access to water if any of the conditions are not met.

E. OTHER CITY SERVICES

1. The Market agrees to work with the Slocum House operator, Esther Short Park Neighborhood Association, adjacent businesses and other users of the park to ensure good neighbor relationships.
2. It is understood that Market patrons will not be allowed to use Slocum House restrooms.

F. LIMITED PUBLIC FORUM AREA

The City of Vancouver recognizes that individuals and/or groups may wish to disseminate information at the Vancouver Farmer's Market. The City has granted the Market an exclusive Right of Way Use Permit to operate from the West curb of Esther Street to the East edge of the sidewalk on the West side of Esther Short Park on Esther Street between 6th and 8th Streets and on 8th, between Franklin and the mid-block crosswalk on the north side of Esther Short Park, as described in the attached Street Use Permit, and on other City property as described herein. In the interest of public safety and to ensure the smooth flow of pedestrian traffic within the Market area and Esther Short Park, the following areas have been reserved for the use as a limited public forum for groups or individuals who wish to use a fixed location to disseminate information:

- The Southern side of the sidewalk on the North side of Esther Short Park along 8th Street beginning at the East side of the Northwest entrance to Esther Short Park and continuing mid-park to the Pioneer Mother Statue.
- The area directly in front of the gates and landscaping at the northwest entrance to Esther Short park, as pictured in Exhibit 4.
- The West side of the sidewalk on the East side of the Slocum House beginning at the Esther Short Park gazebo and continuing to the South Side of the restrooms at Esther Short Park.

To facilitate use of the area, each group is limited to one table, two chairs and a pop-up awning or umbrella with a maximum size of 10'X10'. When in close proximity to others, the awning

must be treated with fire retardants. To keep the sidewalk clear, the awing or tent may extend over the grass planting area and it must not hamper Market vendors or pedestrian access. Establishment of this limited public form area is not intended to restrict the free speech rights of individuals or groups who wish to disseminate information without use of a fixed location within the area subject to the Farmer's Market Right of Way Use Permit.

G. CALLS FOR ASSISTANCE

The Market is to call (360) 693-9302 for facilities needs that cannot wait until regular business hours (the following Monday). If the Market requires additional police services beyond routine downtown coverage, the Market should coordinate directly with the Vancouver Police Department. For all public safety concerns, the Market is to call 9-1-1.

H. INDEMNIFICATION, INSURANCE, AND LIABILITY

1. Indemnification. The Market 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, of whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance or failure to perform pursuant to this Agreement.

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

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

2. Insurance.

a. Prior to the commencement of the permitted use, the Market shall provide the City with satisfactory evidence in writing that the Market has in force, and will maintain in force throughout the duration of the permitted use, commercial general liability insurance satisfactory in form and substance to the City, duly issued by an insurance company authorized to do business in Washington.

b. The policy shall name the City of Vancouver as an additional insured, and apply as primary insurance, regardless of any insurance the City may carry. Also, the policy must include:

i. A “cross-liability” (severability of interest) clause; and

ii. A provision that the City be notified not less than 30 days prior to cancellation of the policy, except in the case of non-payment, when less than 10 days prior notice is required; and

iii. \$1 million comprehensive general liability insurance for bodily injury or death to any one person; and

iv. \$2 million comprehensive liability insurance for bodily injury or death resulting from one accident; and

v. \$1 million comprehensive general liability insurance for property damage resulting from any one accident.

3. Liability. The City will not be liable for actual damages or consequential damages to the Market, vendors, subcontractors, or agents if the Market must be closed for public health, safety or welfare purposes.

I. TERMINATION

The terms of this Agreement are incorporated into the Market’s Right of Way Use permit, and are conditions of that Permit. This Agreement and the Right of Way Use permit authorize the Market to conduct only such use as is described in this Agreement and in the permit and in accordance with the terms and conditions of the Agreement and the permit. It is unlawful for the applicant to violate the terms and conditions of the permit, or to continue with the use if the permit has been revoked or has expired. Pursuant to VMC 11.60.200, enforcement of this provision shall be governed by Title 22.

The City reserves the right to terminate the Agreement, for any public purpose, at the end of any Market season (last weekend in October) at its sole discretion provided the Market is notified in writing by July 31st of that year.

J. INDEPENDENT CAPACITY

At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other parties.

K. NO ASSIGNMENT

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City of Vancouver & Vancouver Farmers Market

Neither party shall sell, assign, sublet, transfer, or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer, or any other encumbrance to occur by operation of law or otherwise without the prior consent of the other parties.

L. AMENDMENT

The City reserves the right to amend this agreement for public health, safety, or welfare reasons subject to 60 day's notice to the Market and an opportunity for the parties to negotiate any proposed changes prior to implementation. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing.

M. GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City), and the Executive Director (for Market) shall meet with each other and attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be brought in the Superior Court of Clark County, Washington.

This agreement dated this _____ day of _____, 2019

CITY OF VANCOUVER

Eric J. Holmes, City Manager

VANCOUVER FARMERS MARKET

Jordan Boldt, Executive Director

Approved as to form:

Jonathan Young, Interim City Attorney

Attest:

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City of Vancouver & Vancouver Farmers Market

Natasha Ramras, City Clerk

Memorandum of Agreement - 10
City of Vancouver & Vancouver Farmers Market

EXHIBIT 1
VMC Chapter 11.60

VMC Chapter 11.60 available at:
https://www.cityofvancouver.us/sites/default/files/fileattachments/vmc/titles_chapters/11.60.pdf

EXHIBIT 2

ROW Application

ROW application available at:

https://www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/971/row_street_use_application_web.pdf

EXHIBIT 3
Map of Vancouver Farmer's Market
Right of Way Use Permit Area

Exhibit 3
Right of Way Use Permit Area

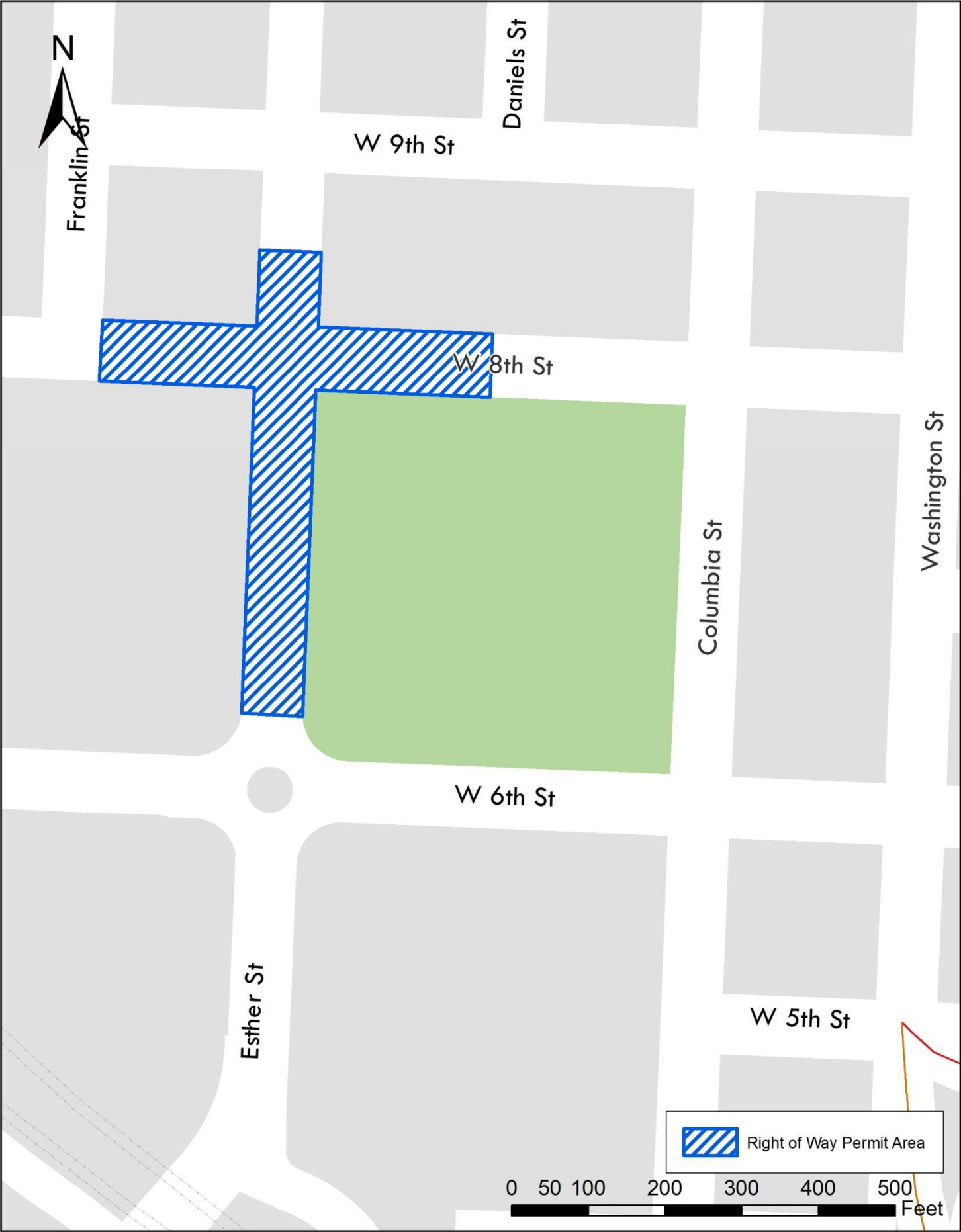
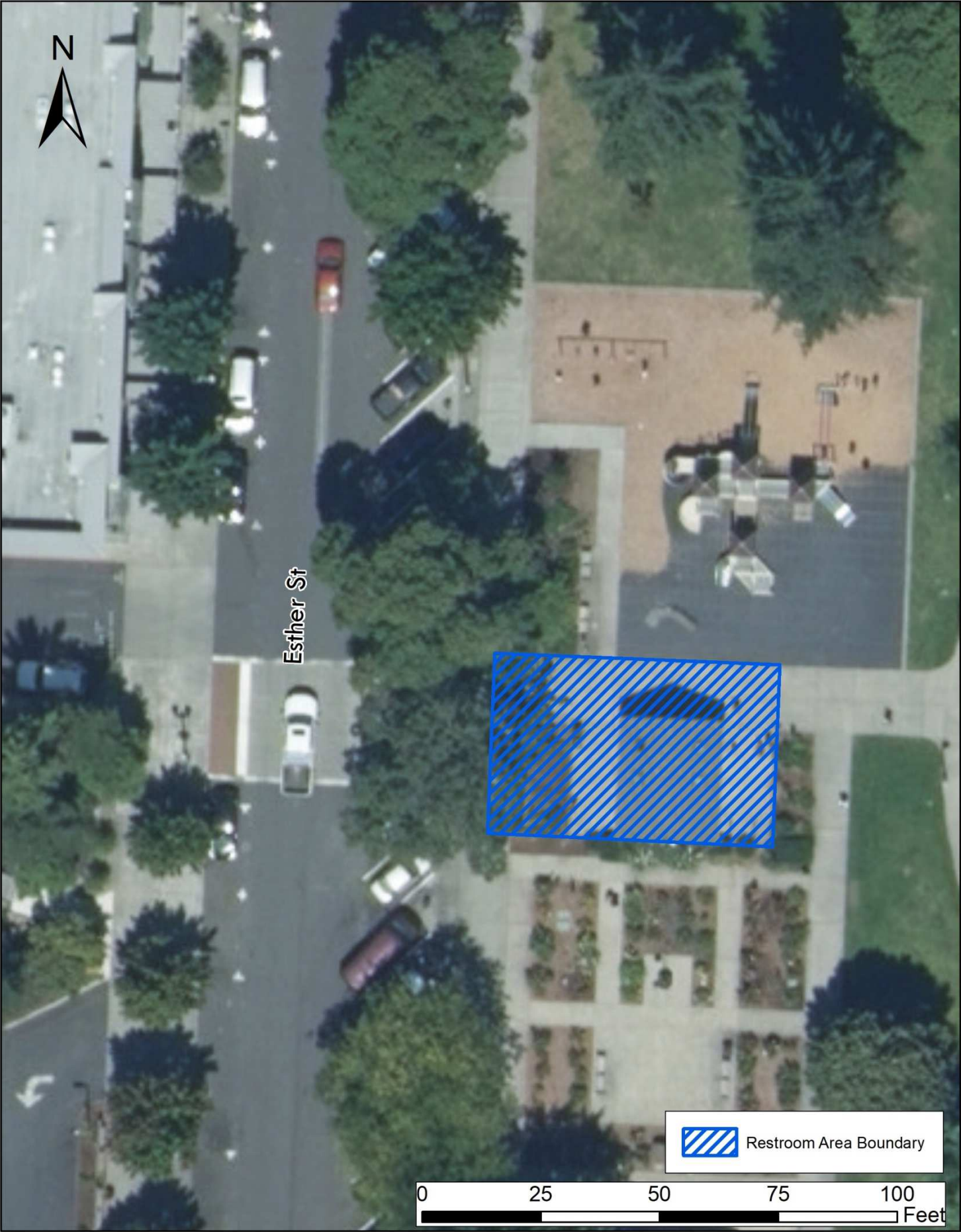


EXHIBIT 4
Application Form for a Traffic Plan

Application form for a traffic plan available at:
https://www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/971/tcp_application_finalsept2013.pdf

EXHIBIT 5
Map of the Vancouver Farmer's Market
Restroom Surrounding Area

Exhibit 5
Permanent Restroom Surrounding Area





Staff Report 188-19

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 12/9/2019
12/16/2019

SUBJECT Establishment of a Transportation and Mobility Commission

Key Points

- The City has experienced increasingly complex transportation projects and competing uses of the public right-of-way.
- There are no existing boards or commissions tasked with citywide transportation policy and implementation.
- During their 2019 policy setting retreat, City Council identified the need for establishing a transportation commission that would look at comprehensive transportation issues.

Strategic Plan Alignment

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

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

Present Situation

The City of Vancouver is experiencing significant growth, which has led to increases in both the number and complexity of the transportation challenges it must address. Given competing demands for limited right-of-way space and the need to evolve the transportation system to more efficiently move people throughout the City, there is a need to develop a new citizen oversight function to advise staff and the City Council on transportation programs, policies and projects.

Within the City of Vancouver, there are no existing boards or commissions tasked with advising City Council on transportation policy and implementation or providing guidance on citywide transportation issues. At their 2019 retreat, City Council directed the creation of a Transportation and Mobility Commission that would be responsible for making recommendations on transportation matters affecting the public right-of-way.

The proposed commission will utilize diverse representation and experience to provide advice to City Council, the City Manager and City staff on programs, policies, and large capital projects related to the public right-of-way. The Transportation and Mobility Commission will also provide ongoing feedback and guidance on the development of citywide transportation policy through the update to the Transportation System Plan that is currently underway.

Advantage(s)

The proposed Transportation and Mobility Commission will advise City Council, the City Manager, and staff on complex and technical transportation issues.

Disadvantage(s)

None.

Budget Impact

The Transportation and Mobility Commission will have a budget of \$10,000 per year to cover meeting costs, training activities, and capacity building.

Prior Council Review

- March 1, 2019 Council retreat
- Council workshop on November 25, 2019

Action Requested

On Monday, December 9, 2019, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 16, 2019.

Shannon Williams, Active Transportation Planner, 487-7898; Jennifer Campos, Principal Transportation Planner, 487-7728

ATTACHMENTS:

- Ordinance

12/09/19
12/16/19

ORDINANCE NO. M-

AN ORDINANCE establishing a Transportation and Mobility Commission under Title 11 of the Vancouver Municipal Code; adding a new Chapter 11.75; and providing for severability and an effective date.

WHEREAS, the City is experiencing significant growth which has led to increasingly complex transportation projects and competing uses of the public right-of-way; and

WHEREAS, City Council recognizes the need to balance competing demands for the public right-of-way and the need to evolve the transportation system to more efficiently move people throughout the City; and

WHEREAS, City Council has recognized a need to develop a Transportation and Mobility Commission, comprised of members of the community with diverse interests, experiences, and transportation needs, with the purpose of providing advice to City Council on transportation programs, policies and projects.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. A new Chapter 11.75 is added to the Vancouver Municipal Code to read as follows:

Chapter 11.75

TRANSPORTATION AND MOBILITY COMMISSION

Sections

11.75.010	Establishment and Purpose
11.75.020	Representative Membership
11.75.030	Authority and Responsibilities
11.75.040	Meetings and Voting

11.75.010 Establishment and Purpose

- A. ***Establishment.*** A Vancouver Transportation and Mobility Commission is hereby established, comprised of eleven (11) members in accordance with VMC 11.75.020.
- B. ***Purpose.*** The Transportation and Mobility Commission will advise and make recommendations to City Council and/or the City Manager as authorized under VMC 11.75.030 for the purpose of ensuring that transportation policy and projects adhere to the Transportation System Plan, the Vancouver Strategic Plan, and Vancouver's Complete Streets Policy. The Transportation and Mobility Commission shall provide informed decisions that are based on a review of information including competing transportation and mobility needs and concerns, with a goal toward developing a transportation system that is one of the safest, environmentally responsible, and well-maintained in the Pacific Northwest.

11.75.020 Representation and Membership Terms

A. Representation.

- (1) The Transportation and Mobility Commission shall consist of eleven (11) volunteer members, who are residents of the City or Vancouver Urban Growth Area. No more than two members of the Transportation and Mobility Commission may represent the Urban Growth Area.
- (2) Membership representatives shall include the following:
 - a.
 - i. Youth – between the ages of sixteen and nineteen
 - ii. Person with a disability
 - iii. Person 65+ or older
 - iv. Member of an active neighborhood association
 - v. Person with expertise or experience with the movement of freight
 - vi. Person with expertise or experience in the transportation field, such as in transportation planning or engineering
 - vii. At large member

b. The remaining members shall use the listed mode of transportation as their primary mode of transportation:

- viii. Transit
- ix. Cycling
- x. Walking
- xi. Driving

(3) In selecting members for appointment to the Transportation and Mobility Commission, the mayor and City Council shall seek to encompass a diversity of perspectives concerning transportation and mobility interests, including geographic and socio-economic diversity.

B. *Membership Terms.*

(1) *Initial Board.* When the Transportation and Mobility Commission is first established, the Mayor, with City Council approval, shall appoint members with terms as follows:

- (a) Four members shall serve a one-year term, which shall include the Youth Appointment;
- (b) Four members shall serve a two-year term; and
- (c) Three members shall serve a three-year term.

(2) *Subsequent Appointments.* All subsequent appointments shall be for three years, with the exception that the Youth Appointment shall serve for only one year. All members may serve for a maximum of two consecutive terms. If a Youth Appointment Member no longer qualifies for a Youth Appointment following the first term, he or she may apply as a non-Youth Appointment Member and may serve for an additional two consecutive terms (for a maximum of seven consecutive years). A member may reapply for appointment after not being on the Transportation and Mobility Commission for at least one year.

(3) *Vacancies.* Vacancies that occur before the expiration of a term will be filled for the remainder of the term.

(4) *Member Removal.* Members may be removed by the Mayor with the concurrence of City Council for any reason.

11.75.030 Authority and Responsibilities

A. ***Role of the Commission.*** The Transportation and Mobility Commission shall act in a policy advisory capacity to the City Council and/or the City Manager in order to support efforts to create and maintain a transportation system that enhances the economic, social and environmental quality of life in Vancouver now and into the future.

B. **Recommendations.** The Transportation and Mobility Commission shall provide recommendations to City Council and/or the City Manager concerning:

- (1) Amendments to Title 11 of the Vancouver Municipal Code (VMC).
- (2) The Transportation System Plan (TSP) and Amendments to the Complete Streets Policy.
- (3) Updates to transportation programs, including but not limited to the following programs: the Six Year Transportation Improvement Program (TIP), sidewalk management, pavement management, transportation demand management, and transportation safety, accessibility, and mobility.
- (4) Transportation projects in the public right-of-way that exceed two million dollars (\$2,000,000) in estimated project costs, or projects of area-wide significance, even if the two million dollar threshold is not met.
- (5) Other transportation-related matters as directed by City Council.

C. **Technical Advisory Groups.** The Transportation and Mobility Commission may appoint technical advisory groups (TAGs) to which it may assign specific responsibilities. Such TAGs shall make no recommendations except to the Transportation and Mobility Commission as directed.

D. **Limitations on Responsibility.** The Transportation and Mobility Commission is not responsible for traffic operations, street maintenance, or other activities where staff has received direction and authority from City Council.

11.75.040 Meetings and Voting

A. **Meetings.** The Transportation and Mobility Commission will meet a minimum of four times per year, but may meet more frequently if needed.

B. **Voting.** All actions of the Transportation and Mobility Commission shall be determined by a majority vote in a meeting at which a quorum is present. A majority of total appointed membership of the Transportation and Mobility Commission, excluding vacancies, shall constitute a quorum.

C. **Chair and Vice-chair.** At the first meeting of the Transportation and Mobility Commission, and then in each December of every year thereafter, the Transportation and Mobility Commission shall appoint a Chair and Vice-Chair. The term of office for each officer shall run until the subsequent election; provided, that vacancies caused by resignation or removal shall be filled for the remaining term of office.

D. **Bylaws.** The Transportation and Mobility Commission shall adopt bylaws that govern the transaction of its business at the first meeting of the Commission. The Transportation and Mobility Commission may thereafter amend the bylaws or repeal and replace the bylaws. The bylaws may contain any provisions for the regulation and management of the affairs of the Transportation and Mobility Commission not inconsistent with law or this Chapter. As necessary and appropriate, the City Council may amend the bylaws by ordinance.

E. **Public Meetings.** All Transportation and Mobility Commission meetings will be conducted in accordance with the Open Public Meetings Act, Chapter 42.30 RCW. Written and audio records of Transportation and Mobility Commission meetings and actions shall be kept by City staff and be made public.

Section 2. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance 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 effect or invalidate the remainder of any parts thereof to any 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 3. Effective Date. This ordinance shall be effective thirty (30) days after final passage.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2019.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

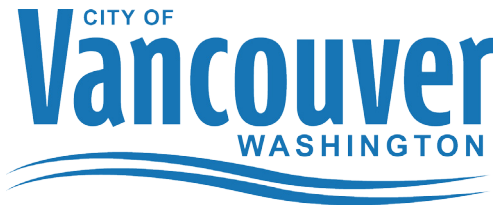
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE establishing a Transportation and Mobility Commission under Title 11 of the Vancouver Municipal Code; adding a new Chapter 11.75; and providing for severability and 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).



MEMORANDUM

DATE: Monday, December 9, 2019

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 1 (Hansen, Glover and Paulsen)

CC: Eric J. Holmes, City Manager
Jill Brown, Boards & Commissions

RE: Recommendation for Reappointment to the Clark County Mosquito Control Board of Trustees
--

The Clark County Mosquito Control District Board of Trustees is made of members representing each city in Clark County and members appointed by the Clark County Councilors. The City of Vancouver nominates one representative to the Board. The Board oversees the administration and operation of the Mosquito Control District.

Council Committee 1 recently interviewed 3 candidates for one upcoming vacancy and recommends reappointment of Wade Holbrook as the City's representative on the Mosquito Control District Board. The reappointment would begin January 1, 2020, and the term will expire December 31, 2021.

If there are no objections, we would like to make this appointment at the Monday, December 9, 2019, Council meeting.

Attachments:
Letter of Continued Interest
Roster

11//20/2019

City of Vancouver
City Council Committee
PO Box 1995
Vancouver, WA 98668

Re: Letter of Continued Interest – Clark County Mosquito Control Board

Dear Council Committee,

It has been my honor to serve the **Clark County Mosquito Control Board** for the past 14 years. Please accept this letter of continued interest as my formal application for reappointment.

I believe that my participation on the **Clark County Mosquito Control Board** has benefitted its work in the following ways:

- I am the longest serving member of the board and as such bring historical perspective
- I have many years of experience working with mosquito districts around the world

I am proud of what this group has accomplished throughout my term(s) of service, and look forward to future opportunities.

Once again, it has been my honor to serve the **Clark County Mosquito Control Board**. I hope that you will grant my request for reappointment.

Thank you in advance for your consideration.

Sincerely,

Wade S Holbrook

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:

\$ 13,441,550.61 this 9th day of December 2019.

MAYOR

COUNCILMEMBER



AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 26 - December 2	Accounts Payable Checks (see attached)	\$ 13,378,890.19
November 26 - December 2	Hansen City Payments (see attached)	\$ 1,698.11
November 26 - December 2	Visa Refunds (see attached)	\$ 1,202.00
November 26 - December 2	Payroll Checks (see attached)	\$ 59,760.31
TOTAL		\$ 13,441,550.61

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	11/4/2019	95,704.03	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/21/2019	7,416.85	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	11/25/2019	500.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/26/2019	874,472.84	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/26/2019	8,500.00	Mark Brown	
Supplier Payment	Manual Wire	No Reference	11/26/2019	318,931.40	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/27/2019	9,485.62	Bank Of America N.A. - Remit-To: Charlotte NC	
Procurement Card Payment	Manual Wire	No Reference	11/27/2019	819,438.16	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	11/27/2019	997,445.65	Granite Construction Company	
Supplier Payment	Manual Wire	No Reference	11/27/2019	692,791.10	Intermountain Slurry Seal Inc	
Supplier Payment	Manual Wire	No Reference	11/27/2019	23,322.00	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/29/2019	4,182.29	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	12/2/2019	7,978,426.49	US Bank - Remit-To: US Bank - St Paul	
Expense Payment	Direct Deposit	EFT-00032576	11/29/2019	6.00	Timmi Winther	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032577	11/29/2019	11.60	Gretchen Rose	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032578	11/29/2019	234.91	David Thornton	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00032579	11/29/2019	297.00	Jeffrey Anaya	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032580	11/29/2019	49.50	James McElvain	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032581	11/29/2019	291.00	Sean Dumas	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032582	11/29/2019	274.50	Steven Dobbs	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032583	11/29/2019	489.00	Rick Lagerquist	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032584	11/29/2019	274.50	Steve Savage	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00032585	11/29/2019	155.50	James McElvain	Travel Advance
Expense Payment	Direct Deposit	EFT-00032586	11/29/2019	152.02	Zach Jochim	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032587	11/29/2019	14.00	Andrew Jeffers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032588	11/29/2019	225.00	Justin Kelsom	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032589	11/29/2019	336.86	Frank Dick	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032590	11/29/2019	79.14	Jordan Macfarlane	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00032591	11/29/2019	225.00	Derek Olivas	Employee Reimbursement
Supplier Payment	Check	7073	11/29/2019	1,445.14	Gallagher Bassett Services Inc	
Expense Payment	Check	7577	11/27/2019	16.24	Grayson Goodwin (Terminated)	Employee Reimbursement
Ad Hoc Payment	Check	7578	11/27/2019	61.79	3916 Main Street LLC	Utility Refunds: 0029081400-07
Ad Hoc Payment	Check	7579	11/27/2019	73.45	Bendic Holding LLC	Utility Refunds: 0000002996-03
Ad Hoc Payment	Check	7580	11/27/2019	103.37	Betty J Montgomery	Utility Refunds: 0124008530-02
Ad Hoc Payment	Check	7581	11/27/2019	24.48	Bison Ridge LLC	Utility Refunds: 0046046000-04
Ad Hoc Payment	Check	7582	11/27/2019	230.17	Cameron Baker and Devin J Thompson	Utility Refunds: 0024011500-12
Ad Hoc Payment	Check	7583	11/27/2019	15.61	Casey A Kallgren	Utility Refunds: 0029081400-07
Ad Hoc Payment	Check	7584	11/27/2019	157.49	Daniel M & Anna H Tan Family Trust	Utility Refunds: 0165001190-04

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	7585	11/27/2019	126.10	Darrell Spoon & Brent Bartling	Utility Refunds: 0068014502-05
Ad Hoc Payment	Check	7586	11/27/2019	224.20	David & Ashley Carson	Utility Refunds: 0000006002-02
Ad Hoc Payment	Check	7587	11/27/2019	25.18	David Hickman	Utility Refunds: 0000002727-02
Ad Hoc Payment	Check	7588	11/27/2019	287.00	Dustin Biggs	Utility Refunds: 0020012100-10 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7589	11/27/2019	182.73	Dwayne & Rosemary Farr	Utility Refunds: 0038032900-02
Ad Hoc Payment	Check	7590	11/27/2019	42.27	Dwayne Farr & Rosemary Bishop	Utility Refunds: 0038032900-02
Ad Hoc Payment	Check	7591	11/27/2019	132.59	Hillary & Anthony Gaudio	Utility Refunds: 0000004460-03
Ad Hoc Payment	Check	7592	11/27/2019	27.55	James & Caitlin Wilde	Utility Refunds: 0000005361-03
Ad Hoc Payment	Check	7593	11/27/2019	56.43	Janet Villarreal	Utility Refunds: 0054064594-05
Ad Hoc Payment	Check	7594	11/27/2019	172.22	Jason Leslie & Alisha Leslee	Utility Refunds: 0061060070-03
Ad Hoc Payment	Check	7595	11/27/2019	45.64	Judith Hocklander	Utility Refunds: 0042022100-00
Ad Hoc Payment	Check	7596	11/27/2019	135.46	Kali & Joshua Phillips	Utility Refunds: 0031052300-03
Ad Hoc Payment	Check	7597	11/27/2019	42.57	Kambrea Lagrosa	Utility Refunds: 0054064594-05
Ad Hoc Payment	Check	7598	11/27/2019	114.33	Kathleen Teare	Utility Refunds: 0055032900-07
Ad Hoc Payment	Check	7599	11/27/2019	15.60	Linda G Piller	Utility Refunds: 0029081400-07
Ad Hoc Payment	Check	7600	11/27/2019	54.21	Linda Yankee & Michael Dullum	Utility Refunds: 0000002225-02
Ad Hoc Payment	Check	7601	11/27/2019	48.84	Louis Fields	Utility Refunds: 0051092600-03
Ad Hoc Payment	Check	7602	11/27/2019	225.17	Melissa & Josh Standefer	Utility Refunds: 0000006744-02
Ad Hoc Payment	Check	7603	11/27/2019	158.43	Norman Barnett	Utility Refunds: 0000001556-02
Ad Hoc Payment	Check	7604	11/27/2019	76.86	Nylund Homes Inc.	Utility Refunds: 0033043600-10
Ad Hoc Payment	Check	7605	11/27/2019	100.96	Patrick & Valentina Fraser	Utility Refunds: 0039077250-01
Ad Hoc Payment	Check	7606	11/27/2019	79.04	Patrick Fraser	Utility Refunds: 0039077250-01
Ad Hoc Payment	Check	7607	11/27/2019	384.49	Paul D and Marcia L Plunk	Utility Refunds: 0101009984-03
Ad Hoc Payment	Check	7608	11/27/2019	24.37	Prudent Capital LLC	Utility Refunds: 0158003110-03
Ad Hoc Payment	Check	7609	11/27/2019	58.16	Rhonda Rowan & Debra Robertson	Utility Refunds: 0062022200-09
Ad Hoc Payment	Check	7610	11/27/2019	69.68	Sanja Suman	Utility Refunds: 0000006874-03
Ad Hoc Payment	Check	7611	11/27/2019	25.00	Scott Stein	Utility Refunds: 0029035200-05
Ad Hoc Payment	Check	7612	11/27/2019	887.31	Sharon E Karn	Utility Refunds: 0027052600-04
Ad Hoc Payment	Check	7613	11/27/2019	56.89	Steven Sexton	Utility Refunds: 0045012848-00
Ad Hoc Payment	Check	7614	11/27/2019	422.61	Tammie Ferguson	Utility Refunds: 0012078123-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7615	11/27/2019	183.31	The Estate Of Robert Breckenridge	Utility Refunds: 0012066302-03
Ad Hoc Payment	Check	7616	11/27/2019	38.77	The Estate of Thomas Edwards	Utility Refunds: 0017009500-10
Ad Hoc Payment	Check	7617	11/27/2019	241.00	William Anderson	Utility Refunds: 0016048901-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	7618	11/27/2019	63.74	Bullseye Electric	MPE-272734 refund
Ad Hoc Payment	Check	7619	11/27/2019	308.00	Chris Mikles	191103 NTOA Conference
Ad Hoc Payment	Check	7620	11/27/2019	110.40	Cutting Edge Contracting	PIR-76874 refund
Ad Hoc Payment	Check	7621	11/27/2019	50.00	JC Penney #2998	refund alarms
Ad Hoc Payment	Check	7622	11/27/2019	250.00	Jonius Simon	Damage Deposit Refund - Permit #8114
Ad Hoc Payment	Check	7623	11/27/2019	40.00	Keith Allen	refund alarm
Ad Hoc Payment	Check	7624	11/27/2019	175.00	Mayleen Ainis	Voucher#2000288.082
Ad Hoc Payment	Check	7625	11/27/2019	10.00	Myra B Austin	refund parking permit COV09368
Ad Hoc Payment	Check	7626	11/27/2019	191.10	Northwood Neighborhood Association	Voucher#2000287.082
Ad Hoc Payment	Check	7627	11/27/2019	50.00	Partners in Careers	Damage Deposit Refund - Permit #7821
Ad Hoc Payment	Check	7628	11/27/2019	300.00	PCS	refund alarms
Ad Hoc Payment	Check	7629	11/27/2019	57.09	Prairie Electric	MPE-268743 refund
Ad Hoc Payment	Check	7630	11/27/2019	171.00	Ridgefield School District	INV#1001900017/Ridgefield School District sub reimb for Kick Off 9/24/2019
Ad Hoc Payment	Check	7631	11/27/2019	20.00	Ronika/Nitya Sundar	refund alarm
Ad Hoc Payment	Check	7632	11/27/2019	120.00	Rose Village Neighborhood Association	20191125

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	7633	11/27/2019	100.00	Ruslan Primachenko	refund CIVICGOV
Ad Hoc Payment	Check	7634	11/27/2019	40.00	Suki Romero-Goertz	refund alarm
Ad Hoc Payment	Check	7635	11/27/2019	850.00	Ted Pyle	20190925
Supplier Payment	Check	7636	11/27/2019	4,298.06	Able Fence Company Inc	
Supplier Payment	Check	7637	11/27/2019	284.87	Accurate Corporate Services Inc	
Supplier Payment	Check	7638	11/27/2019	713.23	Advance Stores Company Incorporated - Remit-To: Advance Auto Parts - Atlanta	
Supplier Payment	Check	7639	11/27/2019	7,497.35	AKS Engineering & Forestry LLC	
Supplier Payment	Check	7640	11/27/2019	532.43	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	7641	11/27/2019	25,991.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	7642	11/27/2019	43,328.00	American Bankers Insurance Company of Florida - Remit-To: American Bankers Insurance Company of Florida	
Supplier Payment	Check	7643	11/27/2019	700.00	American Medical Response Northwest Inc - Remit-To: AMR - Vancouver	
Supplier Payment	Check	7644	11/27/2019	328.02	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	7645	11/27/2019	17,793.45	Bank Of America N.A. - Remit-To: Account Analysis	
Supplier Payment	Check	7646	11/27/2019	48,430.54	Barran Liebman LLP	
Supplier Payment	Check	7647	11/27/2019	298.10	Bio Management Northwest Inc	
Supplier Payment	Check	7648	11/27/2019	6,142.19	Blairco Inc	
Supplier Payment	Check	7649	11/27/2019	8,180.13	Bound Tree Medical LLC - Remit-To: Supplier Bound Tree Medical LLC	
Supplier Payment	Check	7650	11/27/2019	43,652.71	Brightview Holdings Inc	
Supplier Payment	Check	7651	11/27/2019	2,232.00	BSK Associates - Remit-To: BSK Fresno	
Supplier Payment	Check	7652	11/27/2019	597.50	Cascade Centers Inc	
Supplier Payment	Check	7653	11/27/2019	1,071.58	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	7654	11/27/2019	175.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	7655	11/27/2019	18,592.91	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	7656	11/27/2019	250.42	Clark County Title Company	
Supplier Payment	Check	7657	11/27/2019	205,177.35	Columbia Ford Inc	
Supplier Payment	Check	7658	11/27/2019	9,902.42	Columbia West Engineering	
Supplier Payment	Check	7659	11/27/2019	101.11	Comcast Cable Communications Management - Remit-To: Comcast Business - City of Industry (Inactive)	
Supplier Payment	Check	7660	11/27/2019	37,396.42	Compass Minerals America	
Supplier Payment	Check	7661	11/27/2019	8,245.99	Copiers Northwest	
Supplier Payment	Check	7662	11/27/2019	5,853.60	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	7663	11/27/2019	658.89	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	7664	11/27/2019	8,780.00	David Corey PHD PC	
Supplier Payment	Check	7665	11/27/2019	86.72	Day Management Corp - Remit-To: Day Wireless - Milwaukie	
Supplier Payment	Check	7666	11/27/2019	152.88	DSU Peterbilt & GMC Inc	
Supplier Payment	Check	7667	11/27/2019	5,068.78	DynTek Services Inc	
Supplier Payment	Check	7668	11/27/2019	450.00	Eartha Green	
Supplier Payment	Check	7669	11/27/2019	4,186.97	Evergreen Investors LLC	
Supplier Payment	Check	7670	11/27/2019	1,700.00	Examworks Inc - Remit-To: Examworks - Lawrenceville	
Supplier Payment	Check	7671	11/27/2019	2,079.70	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	7672	11/27/2019	6,820.53	Fire Systems West	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	7673	11/27/2019	5.55	Frontier Communications	
Supplier Payment	Check	7674	11/27/2019	682.52	Galls LLC	
Supplier Payment	Check	7675	11/27/2019	836.90	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	7676	11/27/2019	324.00	Global Transportation Engineering Corporation	
Supplier Payment	Check	7677	11/27/2019	150,774.87	Gordon Truck Centers	
Supplier Payment	Check	7678	11/27/2019	3,776.76	Halbert Construction Services LLC	
Supplier Payment	Check	7679	11/27/2019	6,484.70	Herrera Environmental Consultants Inc	
Supplier Payment	Check	7680	11/27/2019	4,583.33	Hispanic Metropolitan Chamber	
Supplier Payment	Check	7681	11/27/2019	5,905.09	Holt Services Inc	
Supplier Payment	Check	7682	11/27/2019	34,017.65	Houlihan Law PC	
Supplier Payment	Check	7683	11/27/2019	8,750.00	Hyas Group LLC	
Supplier Payment	Check	7684	11/27/2019	1,323.17	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	7685	11/27/2019	38,019.43	Inseego North America LLC - Remit-To: Inseego - Portland	
Supplier Payment	Check	7686	11/27/2019	390.62	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	7687	11/27/2019	5,250.00	JCI Jones Chemicals Inc	
Supplier Payment	Check	7688	11/27/2019	22.46	Kronos Incorporated - Remit-To: Atlanta	
Supplier Payment	Check	7689	11/27/2019	724.21	L.N. Curtis & Sons	
Supplier Payment	Check	7690	11/27/2019	675.72	Law, Lyman, Daniel, Kamerrer & Bogdanovich	
Supplier Payment	Check	7691	11/27/2019	6,720.00	Law Offices of Susan Drummond PLLC	
Supplier Payment	Check	7692	11/27/2019	5,133.65	MacKay Sposito Inc	
Supplier Payment	Check	7693	11/27/2019	3,460.00	Maul Foster & Alongi Inc	
Supplier Payment	Check	7694	11/27/2019	328.75	Moore Iacofano Goltzman, Inc	
Supplier Payment	Check	7695	11/27/2019	2,291.28	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	7696	11/27/2019	8,494.50	Murray Smith Inc	
Supplier Payment	Check	7697	11/27/2019	1,019.70	Net Transcripts Inc	
Supplier Payment	Check	7698	11/27/2019	2,087.00	New Horizons Computer Learning Center of Portland	
Supplier Payment	Check	7699	11/27/2019	21.41	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	7700	11/27/2019	4,281.80	Oak Plumbing LLC	
Supplier Payment	Check	7701	11/27/2019	20,127.97	Otak Inc	
Supplier Payment	Check	7702	11/27/2019	2,572.98	Pacific Equity Inc	
Supplier Payment	Check	7703	11/27/2019	9,739.00	PDH Creative	
Supplier Payment	Check	7704	11/27/2019	5,045.00	Pitney Bowes Inc	
Supplier Payment	Check	7705	11/27/2019	6,038.97	PMI Truck Bodies Inc	
Supplier Payment	Check	7706	11/27/2019	902.60	Porter W Yett Company	
Supplier Payment	Check	7707	11/27/2019	1,934.91	Portland Adventist Medical Center	
Supplier Payment	Check	7708	11/27/2019	256.19	PPC Solutions Inc	
Supplier Payment	Check	7709	11/27/2019	275.72	Praxair Distribution Inc	
Supplier Payment	Check	7710	11/27/2019	600.00	Prestige Truck Accessories	
Supplier Payment	Check	7711	11/27/2019	39,566.00	Procure Technologies Inc - Remit-To: Procure Technologies Inc	
Supplier Payment	Check	7712	11/27/2019	945.15	Qwest Corp - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	7713	11/27/2019	737.81	Qwest Corp - Remit-To: Qwest CABS - Monroe	
Supplier Payment	Check	7714	11/27/2019	3,263.72	RELX Inc. - Remit-To: LexisNexis - Chicago	
Supplier Payment	Check	7715	11/27/2019	327.91	Rentokil North America Inc	
Supplier Payment	Check	7716	11/27/2019	4,713.23	Rexel USA Inc	
Supplier Payment	Check	7717	11/27/2019	3,869.75	S & F Land Services Inc	

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

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	7718	11/27/2019	51,378.27	Share Inc	
Supplier Payment	Check	7719	11/27/2019	1,848.00	Sharon Rice	
Supplier Payment	Check	7720	11/27/2019	71.10	Shred It USA LLC	
Supplier Payment	Check	7721	11/27/2019	243.90	Shrums Pest Control	
Supplier Payment	Check	7722	11/27/2019	37,776.47	Sierra-Cedar Inc - Remit-To: Sierra-Cedar Inc. / Atlanta	
Supplier Payment	Check	7723	11/27/2019	169,221.82	Six Degrees Inc	
Supplier Payment	Check	7724	11/27/2019	396.05	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	7725	11/27/2019	657.00	Southwest Officials Services Inc	
Supplier Payment	Check	7726	11/27/2019	185.00	Southwest Washington Chapter of ICC	
Supplier Payment	Check	7727	11/27/2019	17,426.25	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	7728	11/27/2019	27,551.52	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	7729	11/27/2019	1,238.90	State of Washington Department of Labor & Industries - Remit-To: State of WA LNI - Elevator Section	
Supplier Payment	Check	7730	11/27/2019	13,436.87	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	7731	11/27/2019	63.79	Stericycle Inc	
Supplier Payment	Check	7732	11/27/2019	4,462.50	StreamlineAM LLC	
Supplier Payment	Check	7733	11/27/2019	14,360.31	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	7734	11/27/2019	255.09	The Pape Group Inc - Remit-To: Pape Machinery	
Supplier Payment	Check	7735	11/27/2019	9,182.20	The Salvation Army	
Supplier Payment	Check	7736	11/27/2019	650.00	TRC Environmental Corp - Remit-To: TRC - Pittsburgh	
Supplier Payment	Check	7737	11/27/2019	94.85	Triple J Enterprises	
Supplier Payment	Check	7738	11/27/2019	8,458.64	Two Rivers Terminal LLC	
Supplier Payment	Check	7739	11/27/2019	32.17	United Parcel Service	
Supplier Payment	Check	7740	11/27/2019	257.00	Vancouver Aire LLC	
Supplier Payment	Check	7741	11/27/2019	30.00	Vancouver School District #37	
Supplier Payment	Check	7742	11/27/2019	19,114.90	Wallis Engineering PLLC	
Supplier Payment	Check	7743	11/27/2019	7,334.86	Walter E Nelson Company	
Supplier Payment	Check	7744	11/27/2019	19,161.60	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	7745	11/27/2019	72.19	XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland	
Supplier Payment	Check	7746	11/27/2019	8,962.67	Angelo Property CO., LP	
Supplier Payment	Check	7747	11/27/2019	1,005.16	Broadway Investors LLC	
Supplier Payment	Check	7748	11/27/2019	9,500.77	Brown & Wilson Partnership LLC	
Supplier Payment	Check	7749	11/27/2019	135,929.73	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	7750	11/27/2019	3,521.13	Columbia Resource Company	
Supplier Payment	Check	7751	11/27/2019	8,463.39	Esther Short Commons LLP	
Supplier Payment	Check	7752	11/27/2019	500.00	Nagra & Atwal Corporation	
Supplier Payment	Check	7753	11/27/2019	4,278.32	National Park Service	
Supplier Payment	Check	7754	11/27/2019	33,183.94	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
			SUBTOTAL	13,378,890.19		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Hansen			12/3/2019	1,698.11	City Payments	Posted 11-26-19 thru 12-02-19
			SUBTOTAL	1,698.11		
VISA			12/3/2019	846.00	Miscellaneous	Parks Class Refunds - FCC 11-26-19 thru 12-02-19
VISA			12/3/2019	356.00	Miscellaneous	Parks Class Refunds - MCC 11-26-19 thru 12-02-19
VISA			12/3/2019	-	Miscellaneous	Parks Class Refunds - Special Events 11-26-19 thru 12-02-19
VISA			12/3/2019	-	Miscellaneous	Parks Class Refunds - WREC 11-26-19 thru 12-02-19
			SUBTOTAL	1,202.00		
			TOTAL	13,381,790.30		

City of Vancouver
Payroll Council Report
November 26, 2019 - December 2, 2019

Check No.	Date	Explanation	Amount
2024-2036	11/27/19	11 2019 Pension Payroll	\$ 11,178.81
32485-32531	11/27/19	11 2019 Pension Direct Deposit	\$ 48,581.50

\$ 59,760.31