

David T. McDonald
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July 15, 2019

Mr. Randy Printz
Landerholm, Memovich, Lansverk & Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Re: Holt Draft Development Agreement

Via e-mail to randy.printz@landerholm.com

Dear Randy:

I have read your Draft DA many times, and I am not sure I understand it. Since it appears to be the template for the Wollam and Hinton Draft DAs that are being proposed on the PC grid for Thursday night, I would ask that you clarify the following for the public record so the public knows the exact numbers you are using and the justification for those numbers:

1. How did you determine the number of lots, 541, that would be obligated to pay TIF?
2. How did you determine the TIF cost per lot of \$2,680/lot, for those 541 lots at preliminary plat?
3. How did you determine the TIF cost per lot of \$2,680/lot for those 541 lots at final plat?
4. Why did you not include the entire development of 705 units?
5. Is there a difference between lots (541) and units (705) or is using the term "lots" quantitatively or qualitatively different from the word "units"?
6. What is the justification for NOT using the entire amount of units (705) when calculating the TIF due and owing to the County in your Draft DA?
7. By not using the entire amount of units (705), do you concede that the remaining units above 541 will be required to pay the

applicable TIF per unit (lot) at the time of issuance of a building permit for those 164 Units/Lots and if not, why not?

8. Do you agree that at the current TIF rate that 164 units/lots, if SFR, in this project would be obligated to contribute \$992,200 in TIF at the current rate of \$605/trip?
9. How did you determine the appropriate “surcharge” would be \$3500/lot at the issuance of building permit?
10. Why is there not a number of “lots” associated with the payment of that “surcharge” as there are with the “TIF”?;
11. Do you agree that if the Holt project generates 6654 trips per day, then the total TIF for the 705 units at the current TIF rate of \$605 would be \$4,025,670 at full build-out;
12. If you do not believe that \$4,025,670 is the total number for 6654 trips, then why not and what do you believe the final TIF obligation would be at full buildout using that number of trips?
13. Do you agree that if the Holt project generates 6346 trips per day then the total TIF for the 705 units at the current TIF rate of \$605 would be \$3,839,330?
14. If not, why not and what do you believe the final TIF obligation would be at full buildout?
15. In paragraph #7, you state the following:

The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit “D”. Some of the transportation improvements may be on the County’s Transportation Capital Facility Plan. Holt or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits, but only if such improvements are eligible for Credits under the County’s applicable Capital Facilities Plan and Transportation Impact Fee programs.

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a. Does this paragraph mean that even if your Draft DA is approved, with the payments set forth in your Draft DA, the Development (Holt/Mill Creek) is/will be/may be entitled to TIF credits back from the County against the proposed payments currently listed in the Draft DA?

b. If yes, then how much do you think the Development would be entitled to get back in TIF credits from what you are obligating them to pay in the Draft DA?

c. On the other hand, if the Development is not entitled to TIF credits back, then do you agree that the County should strike all, or some¹, of this paragraph from the Draft DA as it is inapplicable?

16. In paragraph #8, the Draft DA states:

The Draft Development Agreement also states that by December 2023, Holt or a successor shall have paid \$2,900,000 in COMBINED TIF and Surcharge. If any portion of the \$2,900,000 has not been paid by December 31, 2023, such amount shall be paid on December 31, 2023.

It appears that either this is poorly drafted OR it specifically limits the amount that your client is obligated to pay to \$2,900,000? Can you please clarify that this paragraph does not limit the obligation to pay to \$2,900,000 as of December 2023?

Thank you for clarifying these questions for the public record. I look forward to receiving your responses.

Sincerely,


David T. McDonald

Cc: Clark County Councilors
Clark County Planning Commission
Record on Urban Holding Type IV proceeding on Holt/Mill Creek/179th Street
Ms. Christine Cook
Dr. Oliver Orjiako
Mr. Ahmad Quayoumi/Matt Hermen Public Works

¹ I say some as I do not know what this sentence means “The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit “D”.