



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, April 27, 2023
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30PM

- 1. Comprehensive Plan Update Presentation - Claire Lust, Community Development Director, Chuck Green, Public Works Director**

II. GENERAL SESSION CALL TO ORDER - 6:30 PM

- 1. Flag Salute**
- 2. Roll Call**
- 3. Late changes to the agenda**

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the April 13, 2023 Meeting**

V. BUSINESS

- 1. Motion - Approval of Greely Farms Phase 3B Final Plat - Claire Lust, Community Development Director**
- 2. Motion - Approval of Brownfields Revolving Loan Fund (BRLF) Grant - Kirk Johnson, Finance Director**
- 3. Motion – Public Authority Letter of Acknowledgement with the Cowlitz Tribe to add**

**City Transportation Corridors to the National Tribal Transportation Facility
Inventory - Chuck Green, Public Works Director**

- 4. Motion – Execute Interlocal Agreement with Clark County Public Health for Stormwater Source Control Education and Inspection Services for Existing Small Generators - Chuck Green, Public Works Director**
- 5. Motion - Approve Overlook Park Splash Pad Change Order - Galina Burley, Parks Manager, Chuck Green, Public Works Director**
- 6. Motion - Approval of the Appointment Process for City Councilor - Steve Stuart, City Manager**

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading Ordinance No. 1399 - Sanderling Park Phase 1 Plat Alteration - Claire Lust, Community Development Director**
- 2. Public Hearing and First Reading of Ordinance No. 1400 - Amendment to Development Agreement for Kemper Grove regarding 35th Avenue Improvements - Steve Stuart, City Manager**

VII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

- 1. Council**
- 2. Mayor**
- 3. City Manager**

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Comprehensive Plan Update Presentation

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

Staff will present on the Comprehensive Plan Update due in June 2025, including Growth Management Act (GMA) context, scope of work, and the consultant procurement process that is underway.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

N/A

STAFF CONTACT: Claire Lust, Community Development Director, Chuck Green, Public Works Director

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

City Council approves claims and/or payroll of the City on a regular basis.

SUMMARY/BACKGROUND:

Vendor Claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

Approve the claims and/or payroll by making the following motion:

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. April 27, 2023 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

April 27th, 2023

Sum of Amount						
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total	
ABM INDUSTRIES INC	3476	18075577	Genl Govt/Facilities	03.11.2023 Temp Janitorial Service	132.44	
			Public Safety	03.11.2023 Temp Janitorial Service	96.93	
			Public Works	03.11.2023 Temp Janitorial Service	165.53	
			Community Development	03.11.2023 Temp Janitorial Service	35.34	
			Public Works	03.11.2023 Temp Janitorial Service	61.88	
ABM INDUSTRIES INC Total					492.12	
AQUATIC INFORMATICS INC.	3337	104097	Genl Govt/Facilities	03.2023 Web Tests	(1.83)	
			Public Works	03.2023 Web Tests	22.83	
AQUATIC INFORMATICS INC. Total					21.00	
ARAMARK UNIFORM SERVICES	32	5291209672	Genl Govt/Facilities	04.07.2023 Floor Mats - CH/RACC/PD	9.19	
			Public Safety	04.07.2023 Floor Mats - CH/RACC/PD	4.47	
			Community Development	04.07.2023 Floor Mats - CH/RACC/PD	5.78	
		5291209679	Public Works	04.07.2023 PW Uniforms	16.30	
			5291209666	Genl Govt/Facilities	04.07.2023 PW Floor Mats	2.42
				Public Works	04.07.2023 PW Floor Mats	32.82
		Community Development		04.07.2023 PW Floor Mats	5.10	
		5291213916	Public Works	04.14.2023 PW Uniforms	16.30	
			5291213911	Genl Govt/Facilities	04.14.2023 Floor Mats - CH/RACC/PD	9.19
				Public Safety	04.14.2023 Floor Mats - CH/RACC/PD	4.47
		Community Development		04.14.2023 Floor Mats - CH/RACC/PD	5.78	
		5291213908	Genl Govt/Facilities	04.14.2023 PW Floor Mats	2.42	
			Public Works	04.14.2023 PW Floor Mats	32.82	
			Community Development	04.14.2023 PW Floor Mats	5.10	
		ARAMARK UNIFORM SERVICES Total				
ASSOCIATED CONSULTANTS INC.	1030	22-167-02	Community Development	Pioneer Village Building #3 Plan Review	1,092.50	
		23-110-02	Community Development	Center Market Store Improvements Plan Review	285.00	
		22-167-03	Community Development	Pioneer Village Building #3 Plan Review	831.25	
		23-124-01	Community Development	Pioneer Village Building #11 Plan Review	1,757.50	
ASSOCIATED CONSULTANTS INC. Total					3,966.25	
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202303A	Public Works	03.2023 Customer Web Payments	4,658.46	
		2827-202303B	Public Works	03.2023 Customer Web Payments	21.90	
BLUEFIN PAYMENT SYSTEMS - EPAY Total					4,680.36	
CFM STRATEGIC COMMUNICATIONS INC.	2551	27240	Genl Govt/Facilities	03.2023 Lobbyist	5,200.00	
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00	
CHUCK GREEN	3889	3889-20230425	Genl Govt/Facilities	2023 APWA Spring Conference Meals per Diem - Green	2.38	
			Public Works	2023 APWA Spring Conference Meals per Diem - Green	28.56	
			Community Development	2023 APWA Spring Conference Meals per Diem - Green	88.06	
CHUCK GREEN Total					119.00	
CITY OF BATTLE GROUND	92	INV00420	Judicial	03.2023 Court Costs / Public Defender	21,873.83	
CITY OF BATTLE GROUND Total					21,873.83	
CITY OF RIDGEFIELD - EPAY PERMITS	95	ENG-23-0047	Public Works	ENG-23-0047 Refuge Park Grading Permit	200.00	
		PERM-23-0001	Public Works	PERMANENT-23-0001 Horns Corner Park Irrigation Permit	380.67	
CITY OF RIDGEFIELD - EPAY PERMITS Total					580.67	

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CITY OF WOODLAND	2708	2023-048-PW	Public Safety	PD Vehicle Maintenance - 74571D	72.00
CITY OF WOODLAND Total					72.00
CIVICPLUS LLC	3832	258675	Genl Govt/Facilities	03.31.2023 Codification	226.59
CIVICPLUS LLC Total					226.59
CLARK COUNTY	102	CI050389	Judicial	Q1.2023 Limited Jurisdiction Services	300.00
		CI050416	Public Safety	02.2023 CJC Interviews	56.25
		CI050330	Judicial	02.2023 Pretrial Supervision	1,653.76
CLARK COUNTY Total					2,010.01
CLARK COUNTY FIRE DISTRICT #5	104	10884	Public Works	Q2.2023 Safety Consortium	740.00
CLARK COUNTY FIRE DISTRICT #5 Total					740.00
CLARK COUNTY TREASURERS OFFICE	554	SIF202303	Genl Govt/Facilities	School Impact Fees	271,598.60
CLARK COUNTY TREASURERS OFFICE Total					271,598.60
CLARK PUBLIC UTILITIES - EPAY	110	7559-485-202303	Genl Govt/Facilities	230 Pioneer Ave	196.27
				487 S 56th Pl.	62.88
			Public Safety	116 N Main Avenue	294.95
			Public Works	2300 N 3rd Way Bellwood Trail Lights	35.56
				Municipal Lighting Lease	9,156.27
				109 W Division St - Electricity	52.62
				800 NE 264 St Intertie 1 - Water	607.17
				SR/Pioneer ST & S 65 AVE	61.35
				Overlook Park - Electricity	127.31
				3701 N 3rd Cir - Electricity	26.99
				487 S 56th Pl.	825.92
				535 N Abrams Park Rd.	109.94
				512 N Allen Dr - Electricity	26.74
				1504 NW Intertie 3 - Water	716.50
				City Park/Water Well	3,467.61
				N 35th Ave and Pioneer St	61.19
				Pioneer St. & Gee Creek Loop - Electricity	27.07
				400 N Abrams Park Rd	593.40
				Traffic Signal - Hillhurst/Royal Rd.	53.92
				301 N 3rd Ave	42.82
				SR/Pioneer St & S 56 PL	105.67
				214 S Riverview Dr	601.59
				N 1st Cir & N 65th Ave - Park & Ride	64.05
				Heron Dr. & Lark Dr.	46.91
				255 S 56th Pl - Electricity	2,155.37
				337 S Royal Rd.	157.58
				911 N 65th Ave Intertie 2 - Water	91.53
				N Abrams Park/E Division	170.15
			Community Development	487 S 56th Pl.	131.60
			Public Works	487 S 56th Pl.	20.72
CLARK PUBLIC UTILITIES - EPAY Total					20,091.65
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	0741-202303	Genl Govt/Facilities	03.2023 487 S 56th Pl - Sewer	3.98
				03.2023 230 Pioneer St City Hall - Sewer	266.00
				03.2023 109 W Division WWTP - CRWWD Portion - Sewer	88.86
			Public Safety	03.2023 116 N Main Ave PD - Sewer	52.38

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CLARK REGIONAL WASTEWATER DISTRICT - EPAY	741	0741-202303	Public Works	03.2023 Abrams Park Restrooms - Sewer	89.45	
				03.2023 487 S 56th Pl - Sewer	52.29	
				03.2023 109 W Division WWTP - Sewer	88.87	
				03.2023 Abrams Park Kitchen - Sewer	38.26	
				03.2023 255 S 56th Pl Well & Reservoir - Sewer	38.26	
				03.2023 Abrams Park Former Mgr House - Sewer	42.97	
			Community Development	03.2023 487 S 56th Pl - Sewer	8.33	
			Public Works	03.2023 487 S 56th Pl - Sewer	1.31	
			CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total			
COLUMBIAN PUBLISHING	116	41596	Community Development	Transportation Impact Fees & Abrams	90.00	
			41827	Community Development	Kemper Grove Development Agreement	70.20
			41809	Genl Govt/Facilities	Sanderling Park & Eminent Domain Parcel 21396500	56.10
			Community Development	Sanderling Park & Eminent Domain Parcel 21396500	178.50	
COLUMBIAN PUBLISHING Total					394.80	
COMCAST - EPAY	2271	2271-202304	Genl Govt/Facilities	04.2023 CH Internet Services	407.76	
				04.2023 PW OPS Internet Services	12.13	
				04.2023 RACC Internet Services	52.84	
				04.2023 PW Ops Communications	20.93	
			Public Safety	04.2023 CH Communicatons	66.38	
				04.2023 PD Communications	350.41	
				Public Works	04.2023 PW OPS Internet Services	163.29
					04.2023 PW Ops Communications	206.49
			Community Development		04.2023 PW OPS Internet Services	25.37
					04.2023 RACC Internet Services	147.96
				04.2023 PW Ops Communications	32.90	
				COMCAST - EPAY Total		
COMCAST BUSINESS - EPAY	1666	170170822	Genl Govt/Facilities	04.2023 PW Ops - Communications	96.94	
			Public Works	04.2023 PW Ops - Communications	1,305.20	
			Community Development	04.2023 PW Ops - Communications	202.88	
			168400755	Genl Govt/Facilities	04.2023 CH Communications	392.85
COMCAST BUSINESS - EPAY Total					1,997.87	
CORE & MAIN LP	2906	S461827	Public Works	Hydrant Repair Parts	1,905.29	
CORE & MAIN LP Total					1,905.29	
DEPARTMENT OF LICENSING - EPAY	154	RG0001284-2023	Genl Govt/Facilities	CPL Fees - Alferd	18.00	
		RG0001286-2023	Genl Govt/Facilities	CPL Fees - Godman	18.00	
		RG0001259-2023	Genl Govt/Facilities	CPL Fees - Lenzi	18.00	
		RG0001271-2023	Genl Govt/Facilities	CPL Fees - Schlotter	18.00	
		RG0001292-2023	Genl Govt/Facilities	CPL Fees - Medina	18.00	
		RG0001268-2023	Genl Govt/Facilities	CPL Fees - Schiller	18.00	
		RG0001288-2023	Genl Govt/Facilities	CPL Fees - Reef	18.00	
		RG0001293-2023	Genl Govt/Facilities	CPL Fees - Gillis	21.00	
		RG0001267-2023	Genl Govt/Facilities	CPL Fees - Turnbull	18.00	
		RG0001280-2023	Genl Govt/Facilities	CPL Fees - Frederick	18.00	
		RG0001289-2023	Genl Govt/Facilities	CPL Fees - Coleman	21.00	
		RG0001285-2023	Genl Govt/Facilities	CPL Fees - Godman	18.00	
		70269505	Genl Govt/Facilities	Driving Record - Naramore	3.75	
		Public Works	Driving Record - Naramore	11.25		

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DEPARTMENT OF LICENSING - EPAY	154	RG0001264-2023	Genl Govt/Facilities	CPL Fees - Torguson	18.00
		RG0001290-2023	Genl Govt/Facilities	CPL Fees - Goffic	18.00
		RG0001263-2023	Genl Govt/Facilities	CPL Fees - Miles	18.00
		RG0001272-2023	Genl Govt/Facilities	CPL Fees - Hall	18.00
		RG0001276-2023	Genl Govt/Facilities	CPL Fees - Woodley	18.00
		RG0001274-2023	Genl Govt/Facilities	CPL Fees - Shelton	18.00
		RG0001266-2023	Genl Govt/Facilities	CPL Fees - Trinidad	18.00
		RG0001279-2023	Genl Govt/Facilities	CPL Fees - Stalcup	18.00
		RG0001278-2023	Genl Govt/Facilities	CPL Fees - Walker	18.00
		RG0001277-2023	Genl Govt/Facilities	CPL Fees - Hall	18.00
		RG0001270-2023	Genl Govt/Facilities	CPL Fees - Amondson	18.00
		RG0001291-2023	Genl Govt/Facilities	CPL Fees - Martin	18.00
		RG0001287-2023	Genl Govt/Facilities	CPL Fees - Angobung	18.00
		70276954	Community Development	Driving Record - Lazzarini	15.00
		RG0001261-2023	Genl Govt/Facilities	CPL Fees - O'Brien	18.00
		RG0001262-2023	Genl Govt/Facilities	CPL Fees - Kuhn	18.00
		RG0001294-2023	Genl Govt/Facilities	CPL Fees - Garcia	18.00
		RG0001282-2023	Genl Govt/Facilities	CPL Fees - Macha	18.00
		RG0001281-2023	Genl Govt/Facilities	CPL Fees - Olson	21.00
		RG0001273-2023	Genl Govt/Facilities	CPL Fees - Shelton	18.00
		RG0001283-2023	Genl Govt/Facilities	CPL Fees - Winter	18.00
		RG0001260-2023	Genl Govt/Facilities	CPL Fees - VanBrunt	18.00
		RG0001265-2023	Genl Govt/Facilities	CPL Fees - Rochelle	18.00
		RG0001295-2023	Genl Govt/Facilities	CPL Fees - Chi	18.00
		RG0001269-2023	Genl Govt/Facilities	CPL Fees - Nutter	18.00
DEPARTMENT OF LICENSING - EPAY Total					687.00
DEPARTMENT OF RETIREMENT SYSTEM	1537	1556110	Genl Govt/Facilities	2022 Old Age & Survivors Insurance	31.06
DEPARTMENT OF RETIREMENT SYSTEM Total					31.06
DICK'S TIRE FACTORY	158	D60569	Public Safety	PD Vehicle Maintenance - 6766	22.81
		D60422	Public Safety	PD Vehicle Maintenance - 770	35.43
		D60017	Public Safety	PD Vehicle Maintenance - 6662	25.00
DICK'S TIRE FACTORY Total					83.24
DKS ASSOCIATES	1565	85193	Community Development	03.2023 On Call Review Services	1,008.75
DKS ASSOCIATES Total					1,008.75
DOWL LLC	3731	2432.14846.02-8	Public Works	03.2023 Refuge Park - Phase 1 Design & Permitting	5,639.25
DOWL LLC Total					5,639.25
E2 LAND USE PLANNING SERVICES LLC	485	0485-202303	Community Development	03.2023 Planning Consulting Services	5,100.00
E2 LAND USE PLANNING SERVICES LLC Total					5,100.00
EFFICIENT COMMUNICATION SOLUTIONS	2126	29809	Public Works	PW Ops Phone 4411 & 4415	245.60
			Community Development	PW Ops Phone 4411 & 4415	54.27
			Information Technology	PW Ops Phone 4411 & 4415	129.50
		29810	Information Technology	CH Admin and RACC Finance Phone Maintenance	302.09
EFFICIENT COMMUNICATION SOLUTIONS Total					731.46
ELCOR INC	2081	MSP16017	Public Safety	03.2023 IT Services	3,877.30
			Public Works	03.2023 IT Services	3,151.07
			Community Development	03.2023 IT Services	3,391.99
			Information Technology	03.2023 IT Services	7,037.11

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ELCOR INC	2081	15981	Public Works	Computer Equipment - J. Johnson/Zucker	79.74
			Community Development	Computer Equipment - J. Johnson/Zucker	5.04
			Information Technology	Computer Equipment - J. Johnson/Zucker	36.32
		16011	Public Safety	PD Computer Equipment/Hardware	1,795.96
		15968	Public Works	Keyboard & Mouse - Josh Johson	21.39
			Community Development	Keyboard & Mouse - Josh Johson	16.04
			Information Technology	Keyboard & Mouse - Josh Johson	16.04
		16013	Public Safety	PD Equipment/Hardware	2,383.41
		15997	Public Works	PW Shop Monitors	368.84
			Information Technology	PW Shop Monitors	194.62
		15998	Public Works	RORC Computer Maint. - Internet	717.42
		15989	Information Technology	Docking Station - Ferriss	281.74
		15964	Community Development	CDD Ethernet Cables	31.28
		15984	Public Works	PWSW Monitor	187.82
		16002	Information Technology	CH Admin Computer - Zurcher	793.56
ELCOR INC Total					24,386.69
FDM DEVELOPMENT INC.	3036	269	Public Safety	PD Low Voltage and Security	132,507.07
FDM DEVELOPMENT INC. Total					132,507.07
FREDRICK A. CRIPPEN	191	002-2023FC	Public Works	03.2023 Water Professional Services - Crippen	196.43
FREDRICK A. CRIPPEN Total					196.43
GISI MARKETING GROUP	2811	273864	Genl Govt/Facilities	2023 Spring Clean Up Mailer	2,439.75
GISI MARKETING GROUP Total					2,439.75
GRAYLING ENGINEERS PLLC	3877	712	Public Works	Water Main Replacement - Pioneer to Shobert	11,041.20
GRAYLING ENGINEERS PLLC Total					11,041.20
HARRY'S LAWN AND POWER EQUIPMENT	214	237875	Public Works	Streets Blower Maintenance	15.61
		237873	Public Works	Parks Weed Eater Maintenance	58.59
		237874	Public Works	Parks Toro Mower Maintenance	311.49
HARRY'S LAWN AND POWER EQUIPMENT Total					385.69
HD SUPPLY INC.	3886	322985	Public Works	Water Operational Supplies	(47.77)
		321213	Public Works	Water Operational Supplies	50.98
		316992	Genl Govt/Facilities	PWFAC Uniforms - Portillo/Connell	43.88
			Public Works	PWFAC Uniforms - Portillo/Connell	320.47
		306966	Public Works	Water Operational Supplies	47.77
		295001	Public Works	Water Tools & Operational Supplies	356.88
		321356	Public Works	Splash Pad Construction - Equipment & Supplies	910.15
		306631	Public Works	Water Operational Supplies	47.77
324171	Public Works	Water Eyewash Station Refund	(646.71)		
HD SUPPLY INC. Total					1,083.42
HELENA GREEN	3763	40623	Judicial	04.06.2023 Interpreting Services	65.00
HELENA GREEN Total					65.00
HOME DEPOT VISA - EPAY	1805	7120344	Genl Govt/Facilities	PW Ops Wall Repair	6.27
			Public Works	PW Ops Wall Repair	84.62
			Community Development	PW Ops Wall Repair	13.15
		4610087	Genl Govt/Facilities	PWFAC Tools	19.02
				PW Ops Building Repair	1.73
				PW Ops Repair/PWFAC Tools - WA State Use/Sales Tax 8.7%	(14.94)
			Public Works	PWFAC Tools	138.95

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HOME DEPOT VISA - EPAY	1805	4610087	Public Works	PW Ops Building Repair	23.29
			Community Development	PW Ops Building Repair	3.62
		2522178	Genl Govt/Facilities	Events Trailer Painting Supplies	140.01
		4612102	Genl Govt/Facilities	Events Trailer Painting Supplies	138.95
		4621129	Genl Govt/Facilities	Events Trailer Painting Supplies	51.35
		4012958	Genl Govt/Facilities	Events Trailer Painting Supplies	415.42
HOME DEPOT VISA - EPAY Total					1,021.44
HONEY BUCKETS	223	553402908	Genl Govt/Facilities	PW Shop Port-a-Potty	72.55
			Public Works	PW Shop Port-a-Potty	976.45
HONEY BUCKETS Total					1,049.00
HUMANE SOCIETY FOR SW WASHINGTON	526	5434	Public Safety	Q1.2023 Animal Control	1,593.78
HUMANE SOCIETY FOR SW WASHINGTON Total					1,593.78
INTERMEDIA.NET INC.	3804	2304299014	Information Technology	03.2023 Voice Service Charges	88.30
INTERMEDIA.NET INC. Total					88.30
J2 BLUE PRINT SUPPLY	243	AR135226	Genl Govt/Facilities	Spring Clean Up & General City Signs	97.83
		AR135290	Genl Govt/Facilities	Spring Clean Up Signs	158.70
J2 BLUE PRINT SUPPLY Total					256.53
JACOBS ENGINEERING GROUP INC.	3349	W3X87401-08	Public Works	02.2023-03.2023 I-5 Screen Design/Engineering Services	3,971.11
JACOBS ENGINEERING GROUP INC. Total					3,971.11
JANEAN Z PARKER	2199	190	Public Works	03.2023 Legal Services	893.75
			Community Development	03.2023 Legal Services	825.00
			Legal	03.2023 Legal Services	5,431.25
JANEAN Z PARKER Total					7,150.00
KARL JOHANSSON	3569	21001-24	Public Works	03.2023 YMCA Site Plan	3,819.28
KARL JOHANSSON Total					3,819.28
KATHERINE FITZGERALD	3900	0000-1	Genl Govt/Facilities	05.2023 1SAT Music Performance	180.00
KATHERINE FITZGERALD Total					180.00
LARCH CORRECTIONS CENTER	2088	LCC2303.1013	Public Works	03.2023 Community Work Crew	532.18
LARCH CORRECTIONS CENTER Total					532.18
MAUL FOSTER ALONGI INC.	834	53398	Genl Govt/Facilities	03.2023 Remedial Action	2,053.75
MAUL FOSTER ALONGI INC. Total					2,053.75
MICHELLI MEASUREMENT GROUP LLC	2264	83211	Public Safety	PD Scale Calibration	551.02
MICHELLI MEASUREMENT GROUP LLC Total					551.02
MOFFORD ELECTRIC INC.	2969	15575	Public Works	PW Op Refridgerator and Microwave Wiring	7,091.59
MOFFORD ELECTRIC INC. Total					7,091.59
NANCY PIONK	3902	23-8	Public Safety	03.2023 Mediation Services	832.50
NANCY PIONK Total					832.50
NAPA AUTO PARTS	498	361435	Public Works	2022 Ford F250 Maint. - Lights	21.46
		363236	Genl Govt/Facilities	PW Shop Operational Supplies	1.01
			Public Works	PW Shop Operational Supplies	13.56
		361158	Public Works	2022 Ford F250 Maint. - Lights	30.95
		362995	Genl Govt/Facilities	PW Forklift Battery	8.81
			Public Works	PW Forklift Battery	118.66
		362216	Genl Govt/Facilities	PW Shop Supplies & Water Truck Maint.	6.05
			Public Works	PW Shop Supplies & Water Truck Maint.	95.48
NAPA AUTO PARTS Total					295.98
NORTHWEST NATURAL GAS - EPAY	315	0315-202303	Genl Govt/Facilities	03.2023 PW Ops - Natural Gas	5.79

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NORTHWEST NATURAL GAS - EPAY	315	0315-202303	Genl Govt/Facilities	03.2023 PW Shop - Natural Gas	2.13
				03.2023 PW Ops #B - Natural Gas	532.13
				03.2023 City Hall - Natural Gas	420.01
			Public Safety	03.2023 Police Department - Natural Gas	70.64
			Public Works	03.2023 PW Ops - Natural Gas	76.12
				03.2023 PW Shop - Natural Gas	27.91
				03.2023 PW Ops #B - Natural Gas	6,981.49
			Community Development	03.2023 PW Ops - Natural Gas	12.13
			Public Works	03.2023 PW Ops - Natural Gas	1.91
				03.2023 PW Shop - Natural Gas	0.70
				03.2023 PW Ops #B - Natural Gas	176.09
NORTHWEST NATURAL GAS - EPAY Total					8,307.05
NORTHWEST STAFFING	522	4131071	Genl Govt/Facilities	04.02.2023 Temp Services - Loucks	120.88
			Public Works	04.02.2023 Temp Services - Loucks	1,087.92
NORTHWEST STAFFING Total					1,208.80
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	P21026-2900-13	Genl Govt/Facilities	Royle Rd S 19th to 460 LF n of S 15th	(28,702.24)
			Public Works	Royle Rd S 19th to 460 LF n of S 15th	574,453.64
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					545,751.40
OTAK INC.	1787	32300513	Genl Govt/Facilities	PWDIR/Engineer Services	1,297.82
			Public Works	PWDIR/Engineer Services	17,504.45
			Community Development	PWDIR/Engineer Services	2,720.48
OTAK INC. Total					21,522.75
PACIFIC OFFICE AUTOMATION - LEASE	1564	79605132	Genl Govt/Facilities	05.2023 Copier Lease - PW Ops	27.50
			Public Works	05.2023 Copier Lease - PW Ops	370.11
			Community Development	05.2023 Copier Lease - PW Ops	57.52
PACIFIC OFFICE AUTOMATION - LEASE Total					455.13
PATRICK HILDRETH BRAND AND DESIGN	2372	2501	Genl Govt/Facilities	03.2023 Web Design/Maintenance	47.37
			Public Works	03.2023 Web Design/Maintenance	15.79
			Information Technology	03.2023 Web Design/Maintenance	157.89
			Human Resources	03.2023 Web Design/Maintenance	78.95
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071069.009-14	Public Works	02.2023 Royle Road Corridor Completion	23,589.57
		0071069.010-6	Public Works	02.2023 Royle Rd Roundabout Construction Inspection	16,263.88
		0071859.001-8	Public Works	03.2023 Horns Corner Park - Phase 1	1,601.00
PBS ENGINEERING AND ENVIRONMENTAL Total					41,454.45
PFM FINANCIAL ADVISORS LLC	2910	124561	Finance	Financial Advisory Services	3,525.00
PFM FINANCIAL ADVISORS LLC Total					3,525.00
PORTLAND ENGINEERING INC	2082	11698	Public Works	03.2023 Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
PROVIDENCE HEALTH & SERVICES OREGON	3530	37893	Public Works	DOT Exams - Brunson	100.00
PROVIDENCE HEALTH & SERVICES OREGON Total					100.00
PUBLIC SAFETY TESTING	354	2023-324	Public Safety	Q.2023 Subscription Fees	130.00
PUBLIC SAFETY TESTING Total					130.00
PURCOR PEST SOLUTIONS OF WASHINGTON LLC	3606	10376780	Genl Govt/Facilities	Addicional Pest Control - CH	107.61
PURCOR PEST SOLUTIONS OF WASHINGTON LLC Total					107.61
RICK BUCKNER POLYGRAPH	1092	20230414	Public Safety	04.14.2023 Polygraph Services - Coblentz	350.00
RICK BUCKNER POLYGRAPH Total					350.00

City of Ridgefield

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RICOH USA INC.	3829	5067150085	Public Safety	03.2023 PD Copier Usage	111.96
RICOH USA INC. Total					111.96
RICOH USA INC. - LEASE	1662	107117031	Public Safety	04.2023 PD Copier Lease	107.13
RICOH USA INC. - LEASE Total					107.13
RIDGEFIELD HARDWARE	376	0376-202303	Genl Govt/Facilities	03.2023 Operational Supplies	237.73
				01.2023-03.2023 Operational Supplies - Addisional Tax	0.00
			Public Safety	03.2023 Operational Supplies	59.24
			Public Works	03.2023 Operational Supplies	1,053.23
			Community Development	03.2023 Operational Supplies	34.67
RIDGEFIELD HARDWARE Total					1,384.87
RIDGEFIELD LANDSCAPE PRODUCTS	3021	3021-202302	Genl Govt/Facilities	02.2023 Operational Supplies & Maintenance	23.56
			Public Works	02.2023 Operational Supplies & Maintenance	1,730.86
RIDGEFIELD LANDSCAPE PRODUCTS Total					1,754.42
ROBERT AHEARN	3895	3895-20230410	Public Safety	PD New Building Blinds - Deposit	2,540.32
ROBERT AHEARN Total					2,540.32
SAFEFIRE LLC	3415	RPD-2023-03-001	Public Safety	2023 Range Membership Renewal	3,000.00
SAFEFIRE LLC Total					3,000.00
SIENA CHRISTIE	3901	1	Genl Govt/Facilities	05.2023 1SAT Music Performance	180.00
SIENA CHRISTIE Total					180.00
SIMPLIFILE - EPAY	2962	E6114398	Public Works	Pahlish Homes Water Well Agreement	242.37
SIMPLIFILE - EPAY Total					242.37
SITEONE LANDSCAPE SUPPLY LLC	2951	128325928-001	Public Works	Cemetery/Parks Operational Spplies	104.11
SITEONE LANDSCAPE SUPPLY LLC Total					104.11
SOLID WASTE SYSTEMS INC.	3826	0154777-IN	Public Works	Storm/Streets Sweeper Maintenance	1,577.02
SOLID WASTE SYSTEMS INC. Total					1,577.02
SPRINGBROOK - GROUP EPAY	3544	230421926	Public Works	Customer Web Payments	785.57
SPRINGBROOK - GROUP EPAY Total					785.57
SPRINGBROOK SOFTWARE LLC	3444	INV-012513	Public Works	03.2023 Customer Web Payments	3,258.01
		INV-012273	Public Works	02.2023 Customer Web Payments	513.79
SPRINGBROOK SOFTWARE LLC Total					3,771.80
STATE AUDITOR'S OFFICE	524	L153978	Finance	03.2023 Audit Services	256.20
STATE AUDITOR'S OFFICE Total					256.20
THE MASTERS TOUCH LLC	1786	10223	Public Works	Postage	650.00
THE MASTERS TOUCH LLC Total					650.00
THE PAPE' GROUP INC.	3486	14319154	Public Works	Flail Mower Maintenance	73.35
		14333428	Genl Govt/Facilities	Streets/Storm Flail Mower Repair	(32.32)
			Public Works	Streets/Storm Flail Mower Repair	403.75
THE PAPE' GROUP INC. Total					444.78
THE PARR COMPANY	964	26651300	Public Works	Street Signs	63.45
		26650477	Public Works	Street Signs	126.10
		26651472	Public Works	Storm Operational Supplies	51.28
		26651741	Public Works	Streets Signs	14.64
		26650778	Public Works	Water Operational Supplies	10.21
		26649738	Public Safety	PD Build Out - Locker Screws	35.75
		26650480	Public Works	Water Operational Supplies	44.65
		26650529	Public Works	Water Operational Supplies	18.48
		26650957	Community Development	CDD Operational Supplies	4.66

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THE PARR COMPANY	964	90270703	Human Resources	Take Your Kids to Work Day Supplies	115.07
		26650732	Public Works	Parks Operational Supplies	47.03
THE PARR COMPANY Total					531.32
TIBERIUS SOLUTIONS LLC	3799	1879	Finance	03.2023 TIA Analysis	3,577.50
TIBERIUS SOLUTIONS LLC Total					3,577.50
TOPCON SOLUTIONS STORE	3421	INV234619	Public Works	Bluebeam License - Josh Johnson	273.68
			Community Development	Bluebeam License - Josh Johnson	273.69
			Information Technology	Bluebeam License - Josh Johnson	136.84
TOPCON SOLUTIONS STORE Total					684.21
TRAFFIC SAFETY SUPPLY	432	INV058076	Genl Govt/Facilities	Streets Signs	(5.48)
			Public Works	Streets Signs	68.48
		INV057877	Genl Govt/Facilities	Street Signs	(10.57)
			Public Works	Street Signs	132.01
		INV057944	Genl Govt/Facilities	PWFAC and Water Trucks Lights	11.38
			Public Works	PWFAC and Water Trucks Lights	1,004.82
		INV058022	Genl Govt/Facilities	Streets Signs	(40.89)
			Public Works	Streets Signs	510.89
		INV058023	Genl Govt/Facilities	Streets Signs	(1.44)
			Public Works	Streets Signs	17.94
		INV057878	Genl Govt/Facilities	Street Signs	(0.44)
			Public Works	Street Signs	5.44
		INV058124	Genl Govt/Facilities	Streets Signs	(10.88)
			Public Works	Streets Signs	135.88
TRAFFIC SAFETY SUPPLY Total					1,817.14
TRAILER CITY PDX, LLC	3729	52797	Genl Govt/Facilities	2023 8X16 HD 10K Deckover Trailer	(607.00)
			Public Works	2023 8X16 HD 10K Deckover Trailer	7,584.00
TRAILER CITY PDX, LLC Total					6,977.00
TRI MOUNTAIN INVESTORS LLC	3866	2023-09	Public Safety	05.2023 - 12.2023 PD Station Rent	273,230.72
TRI MOUNTAIN INVESTORS LLC Total					273,230.72
VAIRKKO TECHNOLOGIES LLC	3699	22812	Genl Govt/Facilities	04.2023 PD Scheduling Software	(12.39)
			Public Safety	04.2023 PD Scheduling Software	154.79
VAIRKKO TECHNOLOGIES LLC Total					142.40
VANCOUVER BOLT AND SUPPLY	447	VA-186616	Genl Govt/Facilities	PW Shop Operational Supplies	4.16
			Public Works	PW Shop Operational Supplies	56.03
		VA186053	Genl Govt/Facilities	PWFAC Operational Supplies	11.68
			Public Works	PWFAC Operational Supplies	85.32
		VA-186615	Genl Govt/Facilities	Event Trailer Built Out	14.23
VANCOUVER BOLT AND SUPPLY Total					171.42
VANCOUVER WATERSHEDS COUNCIL	3284	2023-Q1	Genl Govt/Facilities	Environmental Restoration and Plannings	17,587.01
VANCOUVER WATERSHEDS COUNCIL Total					17,587.01
VERIZON WIRELESS - EPAY	452	9931237881	Genl Govt/Facilities	General iPad and cellphones	46.38
				PW iPad and cellphones	83.40
			Public Safety	PD iPad and cellphones	649.28
			Public Works	PW iPad and cellphones	1,122.39
			Community Development	CDD iPad and cellphones	510.14
			Council	Council iPad and cellphones	46.38
			Administration	Admin iPad and cellphones	278.25

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VERIZON WIRELESS - EPAY	452	9931237879	Genl Govt/Facilities	PW iPad and cellphones	33.56
				General iPad and cellphones	48.56
			Public Safety	PD iPad and cellphones	631.50
			Public Works	PW iPad and cellphones	452.50
			Community Development	CDD iPad and cellphones	291.35
			Executive	Executive iPad and cellphones	48.56
			Council	Council iPad and cellphones	534.38
			Finance	Finance iPad and cellphones	48.56
			Administration	Admin iPad and cellphones	291.35
				9931237880	Public Works
VERIZON WIRELESS - EPAY Total					5,221.70
WALTER E. NELSON COMPANY	3553	1784479	Genl Govt/Facilities	PW Ops Trash Liners	4.10
			Public Works	PW Ops Trash Liners	55.26
			Community Development	PW Ops Trash Liners	8.58
WALTER E. NELSON COMPANY Total					67.94
WAPITI NW LLC	2545	40066	Public Works	Storm/Streets John Deer Tractor	1,527.00
		40085	Community Development	2013 Ford Escape Maint. - 48620D	311.87
WAPITI NW LLC Total					1,838.87
WELLS FARGO - EPAY	1681	202303-3035	Genl Govt/Facilities	Giles Amazon.Com H75np70s1 Amzn CH Cricut Cutting Mat	19.56
				Giles Amzn Mktp Us H50ed28o1 PW Ops/Laura/Holly Supplies	16.69
				Giles Amazon.Com H55ae1gv2 PW Ops Note Pads	1.57
				Giles Amazon.Com H752y8150 Amzn PW Shop Vinyl Tape	0.66
				Giles Amzn Mktp Us Hc4vh4w01 PW Shop Workbench Casters	3.14
				Giles Amzn Mktp Us Hc2rw6il1 RACC Syrup/Paper Towels/Water Filte	14.55
				Giles Amazon.Com Hc7vt25d2 Events Trailer Tool Totes	76.06
				Giles Amzn Mktp Us Hy7602i10 Embry Light Bar Mount	14.21
				Giles Amzn Mktp Us Hd4iv9ad1 03.2023 1sat Prizes	10.86
				Giles Amzn Mktp Us H73j11jq0 Events Trailer Wheel Chocks	39.12
				Giles Amzn Mktp Us Hy91v9s90 PW OPS Trash Cans	3.16
				Giles Amzn Mktp Us Hc5ey78j2 PW Ops Note Pads	0.99
				Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Manilla Folders	1.91
				Giles Amazon.Com Hd3ey0eo2 Amzn 03.2023 1SAT Prizes	16.35
				Giles Amzn Mktp Us Hg11k9h80 PWOPS PW/ENG Fleet Keyrings	0.58
				Giles Amazon.Com Hg8rv0xd2 Amzn PW Ops Coffee	1.95
				Giles Amzn Mktp Us Hg0vh1hq2 CH Packing Tape	13.03
				Giles Amzn Mktp Us H529o9890 PW Shop Crimping Tool	2.63
				Giles Amzn Mktp Us Hg8gl1qe1 Am PW OPS Plastic Envelopes	0.52
				Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Rulers/Measuring Tape	1.11
				Giles Amzn Mktp Us Hg2x93221 Am PWFAC Ratchet Straps and Wheel C	25.76
				Giles Amazon.Com Hg8ef0472 Amzn Cleaning Wipes Neblock	11.54
				Giles Amzn Mktp Us Hg75n3fl1 PW Ops Batteries	1.02
				Giles Www Costco Com RACC Coffee	41.04
				Giles Amzn Mktp Us Hg27a7d72 Am PWFAC Ratchet Straps	5.15
				Giles Amzn Mktp Us Hc8ec2me2 PW Shop Wire Connectors	1.95
				Giles Amazon.Com H54ub1uw2 PWFAC Shop Vac	17.18
				Giles Amzn Mktp Us H51wb8uc2 PWOPS Key Tags	0.53
				Giles Amzn Mktp Us Hg8rv23g1 04.2023 1SAT Wrapping Paper	21.73

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WELLS FARGO - EPAY

1681

202303-3035

Genl Govt/Facilities

Giles Amazon.Com Hc6pz1w91 Amzn PW Shop Vinyl Roll	1.24
Giles Amzn Mktp Us Hg8uq4xp2 Events Trailer Adapter Cord	26.09
Giles Amzn Mktp Us Hg6sc9eo0 CH Umbrellas	69.16
Giles Amzn Mktp Us Hc3ul0xg2 J. Embry F250 Amber Lights	13.72
Giles Amzn Mktp Us H59m96h61 Events Trailer	73.87
Giles Amzn Mktp Us Hy71664i1 Events Trailer Tie Down Rails/Access	548.11
Giles Amzn Mktp Us Hg5lm30n0 July 4th Float Supplies	35.72
Giles Amazon.Com H50w36vi2 Amzn CH Water Filter	16.08
Giles Amzn Mktp Us Hc4vh4w01 Events Trailer Pliers	23.57
Giles Amzn Mktp Us Returned State of the City Awards	(52.68)
Giles Amazon.Com Hg7eu2us0 PWFAC Vinyl Labels	6.09
Giles Amzn Mktp Us H71ow7q52 CH Welcome Banner	7.59
Giles Amzn Mktp Us Hg51u2sv1 Am PWOPS DryErase Board	4.56
Giles Amzn Mktp Us Hy7ka5jd2 Embry New F250 Light Install	2.06
Giles Amzn Mktp Us Hg5lm30n0 04.2023 1SAT Ribbon	7.60
Giles Amzn Mktp Us Hg3ep0h12 State of the City Awards	52.68
Giles Amzn Mktp Us Hg21l01o1 04.2023 1SAT Paper Roll	21.73
Giles Amazon.Com Hg6vn6wg0 Amzn RACC Copy Paper	11.44
Giles Amzn Mktp Us H57vi2bf1 PD Boxes/Soap/Flash Drives	109.61
Giles Amzn Mktp Us H70a014k1 HR Blue Cardstock	21.56
Giles Amzn Mktp Us H53t32b21 RACC Kleenex/Pie Server/Paper Plate	15.20
Giles Amazon.Com Hc3yq3di2 Events Trailer First Aid Cabinet	152.16
Giles Amzn Mktp Us Hc82b9572 Events Trailer Zip Tie Tool	29.34
Giles Amzn Mktp Us H53t32b21 RACC Cardstock	3.66
Giles Amzn Mktp Us Hg6sc9eo0 CH Copy Paper	85.00
Giles Amzn Mktp Us Hg21l01o1 July 4th Float Supplies	18.50
Giles Amzn Mktp Us H52kd9ho1 Events Trailer Power Adapter Cord	101.26
Giles Amzn Mktp Us Hc7fz3ze0 RACC Cleaning Wipes	2.66
Giles Amzn Mktp Us Hg9l09010 Event Supplies	27.54
Giles Amzn Mktp Us Hc6rn27q0 Am City Hall Reflective Tape	7.79
Giles Amzn Mktp Us Hc6ni2bg2 Events Trailer Pliers	26.06
Giles Amzn Mktp Us Hc25d43x1 Am Events Bags	24.45
Giles Amzn Mktp Us Hc4ps4zy0 City Hall Packaging Tape	12.70
Giles Amzn Mktp Us Hg3wm0ns0 PD Chair	97.82
Giles Amazon.Com H79n94972 Amzn PD Copy Paper	43.47
Giles Amazon.Com Hc2mn1i71 PD Rifle Sling	65.21
Giles Amzn Mktp Us Hg82v3ln0 PD Desk	478.27
Giles Amzn Mktp Us Hd9nf3k81 PD Notebooks	14.12
Giles Amzn Mktp Us Hd39e8292 PD Notebooks	10.86
Giles Amzn Mktp Us H51hl6p30 PD Pelican Replacement Battery	56.02
Giles Amazon.Com Hy6e86zx1 Amzn PD Pens/Rubberbands	20.36
Giles Amzn Mktp Us Hd9nf3k81 PD Batteries	14.66
Giles Amzn Mktp Us H50ed28o1 PW Ops/Laura/Holly Supplies	225.17
Giles Amazon.Com H55ae1gv2 PW Ops Note Pads	21.23
Giles Amazon.Com H752y8150 Amzn PW Shop Vinyl Tape	9.00
Giles Amzn Mktp Us Hc4vh4w01 PW Shop Workbench Casters	42.28
Giles Amzn Mktp Us H761d4ji0 PWUTIL Brunson New Truck Light Wire	20.62

Public Safety

Public Works

City of Ridgefield

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WELLS FARGO - EPAY

1681

202303-3035

Public Works

Community Development

Giles Amzn Mktp Us Hy7602i10 Embry Light Bar Mount	127.90
Giles Amzn Mktp Us Hy91v9s90 PW OPS Trash Cans	42.62
Giles Amzn Mktp Us H769n87r2 Greely Park Dog Waste Stations	500.00
Giles Amzn Mktp Us Hc5ey78j2 PW Ops Note Pads	13.43
Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Manilla Folders	25.62
Giles Amzn Mktp Us Hg11k9h80 PWOPS PW/ENG Fleet Keyrings	7.86
Giles Amzn Mktp Us Hy4k66tr1 Parks Chest Mount Spreader	90.38
Giles Amzn Mktp Us Hy9ws3mu1 Brunson F250 Lights	137.21
Giles Amazon.Com Hg8rv0xd2 Amzn PW Ops Coffee	26.31
Giles Amzn Mktp Us H529o9890 PW Shop Crimping Tool	35.40
Giles Amzn Mktp Us Hg8gl1qe1 Am PW OPS Plastic Envelopes	7.02
Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Rulers/Measuring Tape	14.93
Giles Amzn Mktp Us Hg2x93221 Am PWFAC Ratchet Straps and Wheel C	188.09
Giles Amzn Mktp Us Hg75n3fl1 PW Ops Batteries	13.83
Giles Amzn Mktp Us Hc90v0wj1 PWUTIL Supervisor Truck Light Bar M	171.63
Giles Amzn Mktp Us Hg27a7d72 Am PWFAC Ratchet Straps	37.62
Giles Amzn Mktp Us Hc8ec2me2 PW Shop Wire Connectors	26.29
Giles Amazon.Com H54ub1uw2 PWFAC Shop Vac	125.59
Giles Amzn Mktp Us H51wb8uc2 PWOPS Key Tags	7.06
Giles Amazon.Com Hc6pz1w91 Amzn PW Shop Vinyl Roll	16.70
Giles Amzn Mktp Us Hc3ul0xg2 J. Embry F250 Amber Lights	123.49
Giles Amazon.Com Hg7eu2us0 PWFAC Vinyl Labels	44.57
Giles Amzn Mktp Us Hg51u2sv1 Am PWOPS DryErase Board	61.52
Giles Amzn Mktp Us Hy7ka5jd2 Embry New F250 Light Install	18.56
Giles Amazon.Com H785230e0 Amzn Parks Salt Spreader	367.82
Giles Amzn Mktp Us Hc3uk2140 Parks Trailer Tie Down Straps	32.48
Giles Amzn Mktp Us H72x94dr1 Parks Toddler Swings	170.96
Giles Amzn Mktp Us Hg5hj1iv2 Am Parks Trailers Wheel Chocks	148.64
Giles Amzn Mktp Us H50ed28o1 PW Ops/Laura/Holly Supplies	35.00
Giles Amazon.Com H55ae1gv2 PW Ops Note Pads	3.29
Giles Amzn Mktp Us Hc2rw6il1 RACC Syrup/Paper Towels/Water Filte	40.76
Giles Amzn Mktp Us Hy91v9s90 PW OPS Trash Cans	6.62
Giles Amzn Mktp Us Hc8zu6bp2 CDD Car DC Adaptor	18.35
Giles Amzn Mktp Us Hc5ey78j2 PW Ops Note Pads	2.08
Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Manilla Folders	3.98
Giles Amzn Mktp Us Hg11k9h80 PWOPS PW/ENG Fleet Keyrings	1.22
Giles Amazon.Com Hg8rv0xd2 Amzn PW Ops Coffee	4.08
Giles Amzn Mktp Us Hg8gl1qe1 Am PW OPS Plastic Envelopes	1.09
Giles Amzn Mktp Us Hc4al83p0 Am PW OPS Rulers/Measuring Tape	2.32
Giles Amzn Mktp Us Hg75n3fl1 PW Ops Batteries	2.14
Giles Www Costco Com RACC Coffee	114.92
Giles Amzn Mktp Us H51wb8uc2 PWOPS Key Tags	1.10
Giles Amzn Mktp Us Hg51u2sv1 Am PWOPS DryErase Board	9.56
Giles Amazon.Com Hg6vn6wg0 Amzn RACC Copy Paper	32.03
Giles Amzn Mktp Us H53t32b21 RACC Kleenex/Pie Server/Paper Plate	42.55
Giles Amzn Mktp Us H53t32b21 RACC Cardstock	10.24
Giles Amzn Mktp Us Hy26v03c1 CDD Vehicle Floor Mats	762.76

City of Ridgefield

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WELLS FARGO - EPAY

1681

202303-3035

Community Development

Giles Amzn Mktp Us Hg0859r22 CDD Phone Charger 16.29

Giles Amzn Mktp Us Hc7fz3ze0 CDD Charging Cords 28.24

Giles Amzn Mktp Us Hc7fz3ze0 RACC Cleaning Wipes 7.44

Giles Amazon.Com Hg1mm1gg2 CDD Command Hooks 35.82

Giles Amazon.Com H53125qa1 Amzn CDD Cardboard Boxes 70.43

Giles Amzn Mktp Us Hy8fb1lo2 Brodowski Desk Heater 22.88

Giles Amzn Mktp Us Hg51s5cq0 Keyboard/Mouse - S. Stuart 43.47

Giles Amzn Mktp Us Hy5yh01a1 Brodowski Laptop Cable 30.41

Finance

Information Technology

202303-5756

Genl Govt/Facilities

Rubio Amazon Web Services Web Audio Backup WA Use/Sales Tax (0.05)

Rubio Primo Water FI PW Ops Water Delivery Service 5.50

Rubio Amzn Mktp Us Hg6oh4hx0 RACC Coffee Maker and Coffee Supply 180.71

Rubio Primo Water RACC Water Delivery Service 17.28

Rubio Eclinchier Basic Plan Social Media Publishing and Analytics (4.79)

Rubio Mailchimp Misc Social Media/Email Marketing Software Ad (0.35)

Rubio Siptrunk Inc PD Telephone Service 224.58

Rubio Primo Water FI PW Ops Water Delivery Service 74.12

Rubio Primo Water FI PW Ops Water Delivery Service 11.52

Rubio Amzn Mktp Us Hg6oh4hx0 RACC Coffee Maker and Coffee Supply 505.88

Rubio Primo Water RACC Water Delivery Service 48.38

Rubio Government Finance Offic 2023 GFOA Membership - Accounting 150.00

Rubio Amzn Mktp Us Returned Computer Bag for J Rubio (27.16)

Rubio Government Finance Offic 2023 GFOA Conference - Accounting 500.00

Rubio Amzn Mktp Us Hg4g423p1 Computer Bag for J Rubio 27.16

Rubio Amazon Web Services Web Audio Backup 0.63

Rubio Eclinchier Basic Plan Social Media Publishing and Analytics 59.79

Rubio Dropbox Ftpdqw91v2fc File Sharing - Events 21.73

Rubio Dropbox Fvlk6rl6bl17 File Sharing - Public Records 13.03

Rubio Spotify CH Monthly Music 10.86

Rubio Zoom.Us 888-799-9666 Meeting Platform 60.86

Rubio Mailchimp Misc Social Media and Email Marketing Softwar 42.66

Rubio Adobe Creative Cloud Software - DeMoss 43.47

Public Safety

Public Works

Community Development

Finance

Information Technology

202303-7036

Executive

Stuart Uber Trip Transportation-City Manager/Mayor/2 Councilor 68.71

Stuart Uber Trip Transportation-City Manager/Mayor/2 Councilors 78.17

Stuart Rosauers Food & Dru Meeting with City Councilors re City 46.94

Stuart Hilton Garden Inn AWC Lobby Day CANCELLED - did not stay 163.68

Stuart Ichi Teriyaki 30 Meeting re commercial development 36.32

Stuart The Columbian Circ 2 Columbian Monthly subscription 18.00

Stuart Bevridge Public Mtg w/City Councilors after ribbon cutt 74.88

Stuart Hart Sundry Cafe Coffee mtg with Congress 5.30

Stuart Sq Little Cantina WHO Attended - Transportation funding 16.94

Stuart Starbucks Store 63631 Mtg w/NW Natural Gas rep re City s 6.92

Stuart Tst Mi Vida Non-Allowable Expense-Invoiced Emp. 53.10

Stuart Alaska Air 0272327871073 Baggage check-1 piece luggage 30.00

Stuart Sq Sugars Barbecue WHO Attended - Transportation fundin 14.30

Stuart Sq Little Conejo Norte Meeting re policing study 12.00

Stuart Alaska Air 0272328112617 Baggage check1 piece luggage 30.00

Stuart Wifionboard Wifi on flight to DC 19.00

City of Ridgefield

Claims Payment Report

For Approval on:

April 27th, 2023

WELLS FARGO - EPAY	1681	202303-7036	Executive	Stuart Sq Sushi Kato Council prep meeting	20.87
				Stuart Pdx Airport Parking Parking for City Federal legislative	72.00
				Stuart UberTrip Transportation-City Manager/Mayor/2 Councilors	5.98
			Council	Stuart Uber Trip Transportation-City Manager/Mayor/2 Councilor	206.07
				Stuart Uber Trip Transportation-City Manager/Mayor/2 Councilors	252.40
			Information Technology	Stuart Wifionboard Alaska Wifi during flight to DC	8.00
		202303-8052	Genl Govt/Facilities	Freimuth Event 2023 Apwa-Wa APWA Spring Conference-Green	82.50
			Public Works	Freimuth Event 2023 Apwa-Wa APWA Spring Conference-Green	302.50
				Freimuth Eb Intertwine Summit Intertwine Summit-Galina Non-Partn	40.00
			Community Development	Freimuth Event 2023 Apwa-Wa APWA Spring Conference-Green	165.00
			Executive	Freimuth Hilton Garden Inn DC Lobbying Stay-Stuart	808.80
			Council	Freimuth Grand Hyatt Washington DC Lobbying Stay-Onslow-Hotel ov	(400.03)
				Freimuth Hilton Garden Inn DC Lobbying Stay-Cole	808.80
				Freimuth Grand Hyatt Washington DC Lobbying Stay-Onslow	1,200.09
				Freimuth Hilton Garden Inn DC Lobbying Stay-Mayor Lindsay	808.80
			Human Resources	Freimuth Ic Costco By In Car 03.14.2023 Wellness Snacks	406.86
				Freimuth Societyforhumanresource SHRM Membership-Freimuth	244.00
				Freimuth Sq Little Conejo Norte CH Admin Assistant Panel Lunch	61.56
				Freimuth Apwa-Work Zone Job Postings-Engineering Tech	375.00
				Freimuth Ic Instacart All Hands Breakfast Food	175.58
				Freimuth Ic Costco By In Car 02.28.2023 Wellness Snacks	509.05
				Freimuth Ic Costco By In Car 03.28.2023 Wellness Snacks	581.54
				Freimuth Paypal Awc AWC 5 job postings pack	200.00
				Freimuth Yourmembership Inc. Job Postings-Engineering Tech	75.00
		202303-7028	Public Works	Brunson Vancouver Auto Group Mud flaps Kyles new van.	108.60
				Brunson Pnws Awwa AWWA Conference Brunson	750.00
				Brunson Rosauers Food & Dru PW Water Testing supplies and break	38.05
				Brunson Vancouver Auto Group Mud flaps Jims new trk	57.56
				Brunson Rosauers Food & Dru PWUTIL Breakroom Plates/Cutlery	39.18
		202303-0187	Genl Govt/Facilities	Melroy Sandy'S Sign & Design Fleet Vehicle Logos	860.62
				Melroy Rodda Paint - Ridgefield PW Ops Paint/primer-building rem	6.98
				Melroy Sandy'S Sign & Design Fleet Vehicle Logos-Sales Tax Diffe	(4.84)
				Melroy Van-Port Rigging Inc PWFAC Slip Lock Latches	2.87
			Public Safety	Melroy Sandy'S Sign & Design Fleet Vehicle Logos	644.94
			Public Works	Melroy Sandy'S Sign & Design Fleet Vehicle Logos	545.89
				Melroy Rodda Paint - Ridgefield PW Ops Paint/primer-building rem	94.18
				Melroy Van-Port Rigging Inc PWFAC Slip Lock Latches	21.00
				Melroy Highway Specialties Llc Signs sheeting/stand-15th & Royle	538.16
				Melroy Smartsign No Smoking Stencil-Overlook Park	62.79
				Melroy JI Mini Mart & Gas PWUTIL New Truck Fuel	25.00
			Community Development	Melroy Sandy'S Sign & Design Fleet Vehicle Logos	575.58
				Melroy Rodda Paint - Ridgefield PW Ops Paint/primer-building rem	14.64
		202303-8375	Community Development	Curtis El Rancho Viejo Engineering lean training lunch-Cristy/Fr	157.34
				Curtis The Sportsmans Inspection team lunch-Ahamad/Khaled/Kevin/	124.35
		202303-0745	Public Safety	Doriot Sq Sushi Kato Berk Consultants feasibility study Lunch	33.91
				Doriot Costco Whse #0772 Patio chairs and tables for Bluffs outs	273.61
				Doriot Sq Sugars Barbecue Berk Consultants feasibility study Lu	42.92

City of Ridgefield

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WELLS FARGO - EPAY

1681

202303-4870

Public Works

Johnson Wa Dol Lic & Reg 51307 PWFAC F350 G27739 Registration

63.09

Johnson Wa Dol Lic & Reg 51307 PWFAC F250 G37340 Registration

63.09

Johnson Wa Dol Lic & Reg 51307 License/Reg-Street Sweeper

21.50

Johnson Wa Dol Lic & Reg 51307 PWFAC F150 D90956 Registration

63.08

Community Development

Johnson Wa Dol Lic & Reg 51307 License/Reg - 2 CDD Ford Escapes

116.91

Finance

Johnson The Columbian Circ 2 Monthly subscription to the Columbi

14.00

Johnson Edgewater Hotel Hotel WA Municipal finance Conf-Johnson

407.73

202303-7069

Executive

Ferriss Grtr Vancouver Chamber 2023 Legislative Review VIP Table

56.25

Council

Ferriss Grtr Vancouver Chamber 2023 Legislative Review VIP Table

393.75

Human Resources

Ferriss Starbucks Store 63631 All Hands Staff Meeting Coffee

43.48

202303-9437

Genl Govt/Facilities

Hoots Dawson Precision PD GUN SIGHTS-WA State Use/Sales Tax

(11.30)

Hoots Orion Safety Products PD FLAIRS - Use/Sales Tax

(14.34)

Public Safety

Hoots Usps Po 5471680444 PD STAMPS

126.00

Hoots Cross Border Trans Fee Cross Border Transaction Fee - Cune

3.04

Hoots Costco Whse #0772 PD Coffee/Dish Soap/TP/Paper Towels

91.26

Hoots Usps Po 5471680444 MAIL PROSECUTOR PACKAGE

7.35

Hoots Global-E.Vivobarefoot Cuneta Boots

304.36

Hoots Dawson Precision PD GUN SIGHTS

141.20

Hoots Orion Safety Products PD FLAIRS

179.22

Hoots Tlo Transunion 02.2023 BACKGROUND INVESTIGATIONS

114.14

Hoots Odor Dmv2u 02.2023 BACKGROUND INVESTIGATION

13.00

202303-0794

Information Technology

Knottnerus Dnh Domain Name/Hosting Website Hosting

431.97

Knottnerus Dnh Domain Name/Hosting Website BackUp

5.42

Human Resources

Knottnerus Event Pra Deep Dive: Creating Public Records Traini

16.00

Knottnerus Publicriskmgmtassn 2023 Prima Conference/Training-Kno

264.00

Administration

Knottnerus Eb Intertwine Summit 2023 Intertwine Summit-Knottneru

40.00

Knottnerus Event Pra Deep Dive: Creating Public Records Traini

24.00

Knottnerus Publicriskmgmtassn 2023 Prima Conference/Training-Kno

396.00

202303-7739

Genl Govt/Facilities

Coleman Starliner Food Market State of the City Awards

33.68

Coleman Tlf Ridgefield Floral And State of the City Floral

81.45

Coleman Etsy.Com - Tropicalwallar State of the City Award

195.62

Coleman Sq The Collective State of City Award coasters

30.44

Coleman Ridgefield Mercantile State of the City Awards

27.18

Coleman Rosauers Food & Dru State of the City flowers and water

26.51

Coleman Old Liberty Theater Lic State of the City Awards

43.48

Coleman Starbucks 800-782-7282 State of the City Coffee

43.48

Coleman Rosauers Food & Dru Greely Park Ribbon Cutting refreshme

47.77

Coleman Starbucks 800-782-7282 Personal purchase - please invoice

11.42

202303-4252

Genl Govt/Facilities

Blake Sq Teriyaki Thai Etc. Farewell luncheon for Jesse

28.71

Blake Papa Petes Pizza # 3 Farewell luncheon for Chalea

17.71

Public Works

Blake Sq Teriyaki Thai Etc. Farewell luncheon for Jesse

387.26

Blake Papa Petes Pizza # 3 Farewell luncheon for Chalea

238.90

Blake Clark County Gis Address labels for stormwater sepa permit

12.78

Blake Rosauers Food & Dru Quarterly water purveyors meeting Wate

5.41

Blake Papa Petes Pizza # 3 Quarterly water purveyors meeting Piz

112.14

Community Development

Blake Sq Teriyaki Thai Etc. Farewell luncheon for Jesse

60.19

Blake Papa Petes Pizza # 3 Farewell luncheon for Chalea

37.13

City of Ridgefield

Claims Payment Report

For Approval on:

April 27th, 2023

WELLS FARGO - EPAY	1681	202303-1081	Public Works	Irwin Government Finance Offic 2023 GFOA Membership-Schneider	142.50
			Finance	Irwin Government Finance Offic 2023 GFOA Membership-Schneider	7.50
		202303-7051	Genl Govt/Facilities	Blehm Usps Po 5471680444 1095 Mailing	23.10
				Blehm Costco Whse #1086 Annual membership renewal.	94.02
		202303-7002	Public Works	Thamert Paypal Cahnrs Pubs Radar-Pesticide License Study Materi	50.39
		202303-6189	Public Works	Green Fc Parksforclark 2023 Parks Foundation Luncheon-Galina/Ch	169.74
WELLS FARGO - EPAY Total					26,888.84
WEX BANK - EPAY	3552	88197852	Genl Govt/Facilities	03.2023 Fuel	430.41
			Public Safety	03.2023 Fuel	3,106.57
			Public Works	03.2023 Fuel	5,789.42
			Community Development	03.2023 Fuel Card Delivery Fee	14.00
				03.2023 Fuel	643.30
				03.2023 Fuel Card Delivery Fee	14.00
WEX BANK - EPAY Total					9,997.70
WILCO FARM STORE	655	727042-6	Public Works	2022 Ford F250 & Water Van - Mats	158.53
		727013-6	Public Works	2022 Ford F350 Red/Silver Tape	34.73
WILCO FARM STORE Total					193.26
Grand Total					1,543,530.13

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Approval of Minutes from the April 13, 2023 Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

Staff has prepared the minutes for Council consideration of adoption for the Council meeting(s).

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT:

ATTACHMENTS:

1. 04-13-2023



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
APRIL 13, 2023**

Regular Meeting - 6:30 PM

I. GENERAL SESSION CALL TO ORDER - 6:30 PM

- 1. Flag Salute**
- 2. Roll Call**

Present:

Mayor Jennifer Lindsay
Mayor Pro Tem Rob Aichele
Council Member Rachel Coker
Council Member Matt Cole
Council Member Lee Wells
Council Member Ron Onslow
Council Member Judy Chipman

- 3. Late changes to the agenda**

II. PROCLAMATION - EARTH DAY

Parks Board Chair Davis and Board Member Schill accepted the proclamation.

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/government/city-council-meeting-audio-files/>.

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Mayor Pro Tem Rob Aichele
SECONDER:	Council Member Rachel Coker

AYES:	Mayor Lindsay, Mayor Pro Tem Aichele, Council Member Coker, Council Member Cole, Council Member Wells, Council Member Onslow, Council Member Chipman
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1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the March 23, 2023 Meeting**

V. PRESENTATION

1. **Skate Park Study - Galina Burley, Parks Manager, Chuck Green, Public Works Director**

Public Works Director Chuck Green presented a Skate Park Study and received feedback from the City Council.

2. **Boyse Park Concept overview - Galina Burley, Parks Manager, Chuck Green, Public Works Director**

Public Works Director Chuck Green presented a Boyse Park Concept overview and received feedback from the City Council.

VI. BUSINESS

1. **Second Reading of Ordinance No. 1395 – Utility Account Assistance Program - Kirk Johnson, Finance Director**

The city saw increased delinquencies during the years 2020 – 2022 due to many factors attributed to the economic uncertainty brought on by the Covid-19 health crisis. Council unanimously adopted measures to assist delinquent utility accounts using federal dollars received through both the CARES Act and the American Rescue Plan Act. The city has been able to proactively work with account holders in need by offering payment plans and referring them to a state-run utility assistance program administered by Clark Public Utilities. Utility staff researched available programs in Washington and modeled the current program brought to council after what Washougal and CPU are doing for utility assistance. During the 2023 budget discussions, council representatives brought up concerns about restricting funds to only be used for assistance rather than daily operations. The code language addresses this by making the assistance available only if the council has funded the program. The recommendation is to have council approve funding annually as needed during the budget process. Ongoing funding is proposed to come from delinquency fees paid to both the water and stormwater funds rather than General Fund transfers. The proposed level is 50% of delinquency fees each year, which accounts for approximately \$10,000 in water and \$5,000 in stormwater. Council would need to approve the funding annually. Staff will come back to council during the spring supplemental budget to adopt this funding approach if council approves this. The program would offer utility assistance up to \$250.00 one-time in any 12-month period. The assistance is only available to city utility accounts for water and stormwater. The utility department will continue to offer payment plans and work with account holders to reduce usage and manage due dates to reduce costs and fees.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1395 AS PRESENTED.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Council Member Ron Onslow
SECONDER:	Council Member Lee Wells
AYES:	Mayor Lindsay, Mayor Pro Tem Aichele, Council Member Coker, Council Member Cole, Council Member Wells, Council Member Onslow, Council Member Chipman

VII. PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1398 - Lahti Eminent Domain - Chuck Green, Public Works Director

The S. Royle Road, Fieldcrest to S. 5th Way project has been in the planning and design stages since 2017. The project would extend the current improvements being completed south of Fieldcrest northward to S. 5th Way, providing vehicular capacity, bicycle and pedestrian, and safety improvements. The project has a Transportation Improvement Board grant being matched with City transportation impact fees, Real Estate Excise Tax as well as water funds for a new waterline. Right-of-way plans were completed in 2022 and right-of-way acquisition has been in process for several months. Right-of-way is being acquired on both sides of Royle Road to establish a total 80 foot width, and is being symmetrically acquired on each side of Royle. Contacts with each property owner included in the acquisitions has been made, with offers being extended to each owner. Purchase and Sale agreements are in process with some having been completed. The Lahti property shown in the attached map and description is part of the properties being acquired. The property owner has largely been non-responsive to City contacts and requests for negotiation. A third party has voluntarily been serving as the principal conduit for communication between the City and Karen Lahti; however, Ms. Lahti has stopped responding to the third party as well. Multiple attempts to reach out to Ms. Lahti have been made in March via the City Attorney and the Public Works Director. These efforts have not yet been successful. The project is scheduled to go to bid in June 2023 with construction expected to start later this summer. All property needs to be certified as acquired before construction can begin. As all reasonable efforts to contact Ms. Lahti and seek at least a Possession and Use agreement subject to completing negotiations have been exhausted, the City's recourse is eminent domain proceedings. The first step to commence eminent domain is the adoption of an ordinance constituting the City's Final Planned Action, declaring the public use and necessity for the property, and authorizing the City Attorney to commence legal proceedings. The City has issued notice to Ms. Lahti of the final planned action ordinance in accordance with the statute.

Mayor Lindsay Opened Public Hearing: 7:42PM

Comments received during public hearing can be heard on the City's website under <https://ridgefieldwa.us/government/city-council-meeting-audio-files/>.

Mayor Lindsay Closed Public Hearing: 7:43PM

First reading only.

VIII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and address. Comments are limited to three minutes. Written comments may be submitted to the City Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/government/city-council-meeting-audio-files/>.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Cole - Attended Greely Park ribbon cutting ceremony, a tri-government meeting with

the Port of Ridgefield and Ridgefield School District.
Council Member Chipman - Attended Greely Park ribbon cutting ceremony, Main Street meeting.
Council Member Wells - Attended City Manager briefing, Ridgefield Junction Neighborhood Association meeting is May 15th at 7PM - doors open at 6:30PM.
Council Member Onslow - Attended C-Tran meeting, RTC meeting.
Council Member Aichele - Attended 9 meetings, Greely Park ribbon cutting ceremony.
Council Member Coker announced her resignation from City Council, and thanked everyone for continuous support. Councillor Coker will continue being active in the community.

2. Mayor

Council and Mayor Lindsay thanked Councilor Coker for her time on the City Council.

- a. Appointment of Planning Commission Member, Position No. 4

MOTION: MOVED TO APPOINT MARK TYLER TO THE PLANNING COMMISSION, POSITION NO. 4.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
SECONDER:	Council Member Rachel Coker
AYES:	Mayor Lindsay, Mayor Pro Tem Aichele, Council Member Coker, Council Member Cole, Council Member Wells, Council Member Onslow, Council Member Chipman

3. City Manager

City Manager Steve Stuart - Thanked Councilor Coker for her time on the City Council.
Public Works Director Chuck Green - Thanked Councilor Coker for her time on the City Council. Refuge Park update provided.
Community Development Director Claire Lust - Thanked Councilor Coker for her time on the City Council. Welcomed Mr. Tyler to the Planning Commission.
Finance Director Kirk Johnson - Thanked Councilor Coker for her time on the City Council. Financial statement awards update.
Deputy City Manager Lee Knottnerus - Thanked Councilor Coker for her time on the City Council. City events update provided.
Police Chief Cathy Doriot - Thanked Councilor Coker for her time on the City Council.

X. ADJOURN

8:12PM

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion - Approval of Greely Farms Phase 3B Final Plat

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Final plat approval is sought for Greely Farms Phase 3B, a 100-lot subdivision in the RLD-6 zone governed by the Rohrer-Walker-Schuster Development Agreement. See attached staff report.

BUDGET/FINANCIAL IMPACTS:

Additional tax revenue from 100 new single-family residences.

RECOMMENDED ACTION OR MOTION:

To approve the final plat:

"I move to approve the Greely Farms Phase 3B final plat as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. PLZ-23-0013 Greely Farms Phase 3B Final Plat Staff Report
2. GREELY FARMS PH 3B Final Plat



COMMUNITY DEVELOPMENT DEPARTMENT

230 Pioneer Street | PO Box 608 | Ridgefield, WA 98642
(360) 887-3908 | Fax: (360) 887-2507 | www.ridgefieldwa.us

Greely Farms Phase 3B Final Plat

Staff Report

File No. MASTER-23-0010, PLZ-23-0013

April 27, 2023

I. Basic Facts

Application date: On March 9, 2023, the City received an application for final plat approval for Greely Farms Phase 3B (100 lots).

Applicant: Holt Homes. Contacts: Angie Reilly, 360.892.0514, permits@holthomes.com; Jared Dusha, 360.949.0685, jaredd@holthomes.com

Applicant's Representative: Fidelity National Title, 655 W Columbia Way, Suite 200 / Vancouver, WA 98660. Contact: Jaima Johnson, 360.980.0120, builderdev@fnf.com

Property Owner: Ridgefield East Development, LLC, PO Box 61426 / Vancouver, WA 98666

Property Information: No address. PIN 986062686, #97 of Sec 23 T4NR1EWM 20.31A

Zoning: Residential Low Density (RLD-6)

Comprehensive Plan: Urban Low (UL)

Compliance: The proposed plat complies with the applicable provisions in the Ridgefield Development Code and the Ridgefield Urban Area Comprehensive Plan.

Council date: April 27, 2023

II. Documents Received

- A. Master land use application
- B. Final plat checklist
- C. Narrative
- D. Plat sheets
- E. Lot closure report
- F. Subdivision guarantee
- G. Performance bond cost estimate
- H. Draft CC&Rs
- I. Revised materials as required by staff

III. Background and Proposal

The project is subject the Rohrer-Walker-Schuster Development Agreement (June 30, 2008), as amended on January 20, 2017. The Hearing Examiner approved the preliminary plat for Greely Farms Phase 3 Planned Unit Development (PUD) via final order on November 22, 2019, as PLZ-19-0036-0039. The approved preliminary plat had 140 single-family residential lots. The Hearing Examiner subsequently approved a Type III post-decision review (PDR) increasing the total number of lots in Phase 3 to 179 (PLZ-20-0090; May 3, 2021). The purpose of the PDR was to shift density toward the southern portion of the Greely Farms site, away from the existing large-lot single-family residential properties in the Helens View neighborhood to the north. The PDR did not change the street layout approved through the preliminary PUD. The hearing examiner found that the PDR request complied with the lot types, lot dimensions, and total number of lots established in the overall Greely Farms development agreement (Rohrer-Walker-Schuster, as amended on January 20, 2017).

Figure 1. Greely Farms (area established through Rohrer-Walker-Schuster DA)

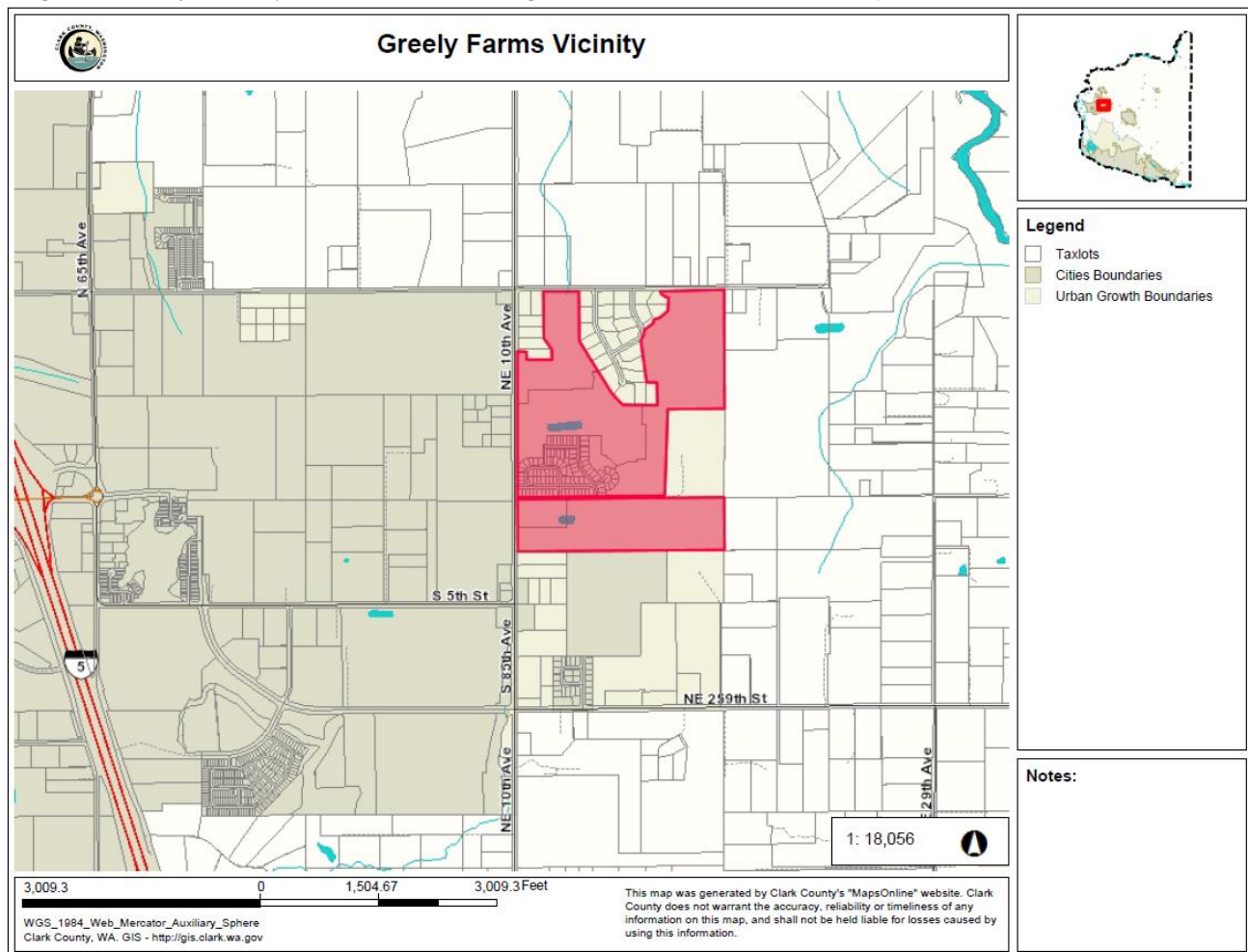


Figure 2. Greely Farms Phase 3

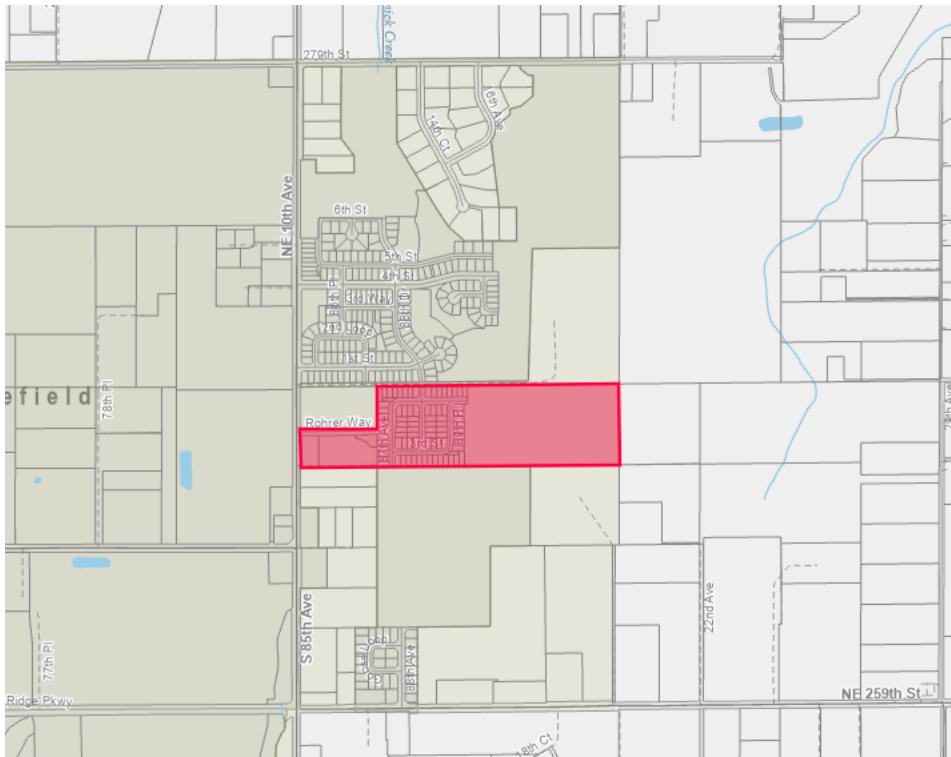
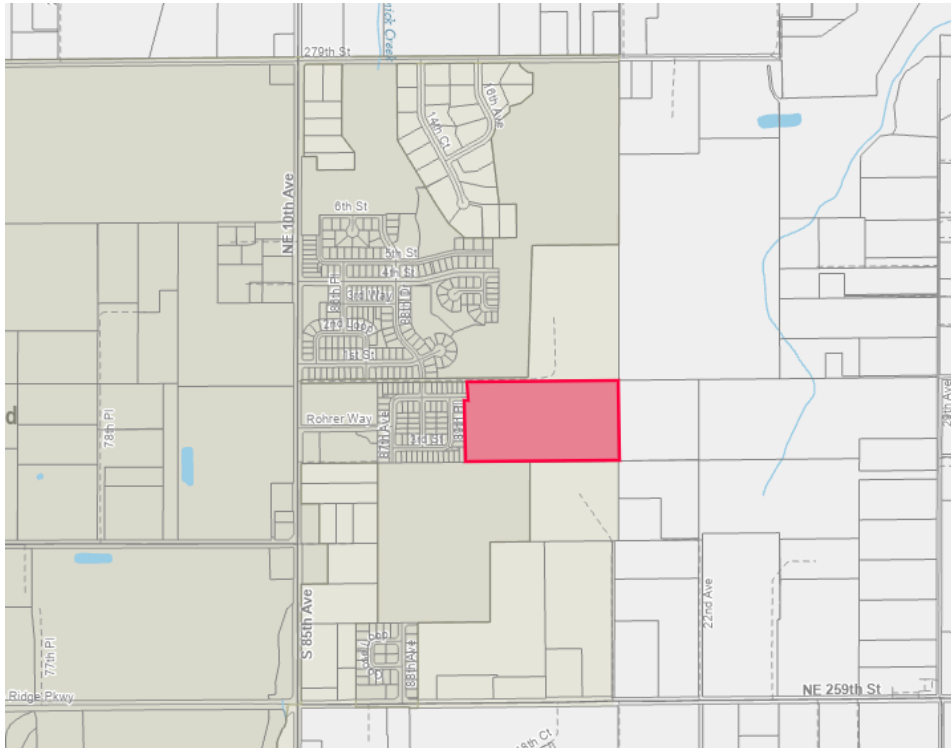
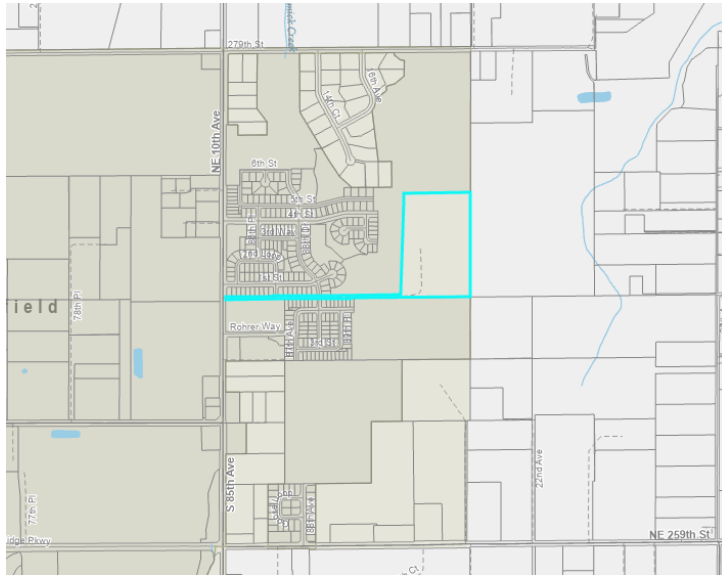


Figure 3. Greely Farms Phase 3B



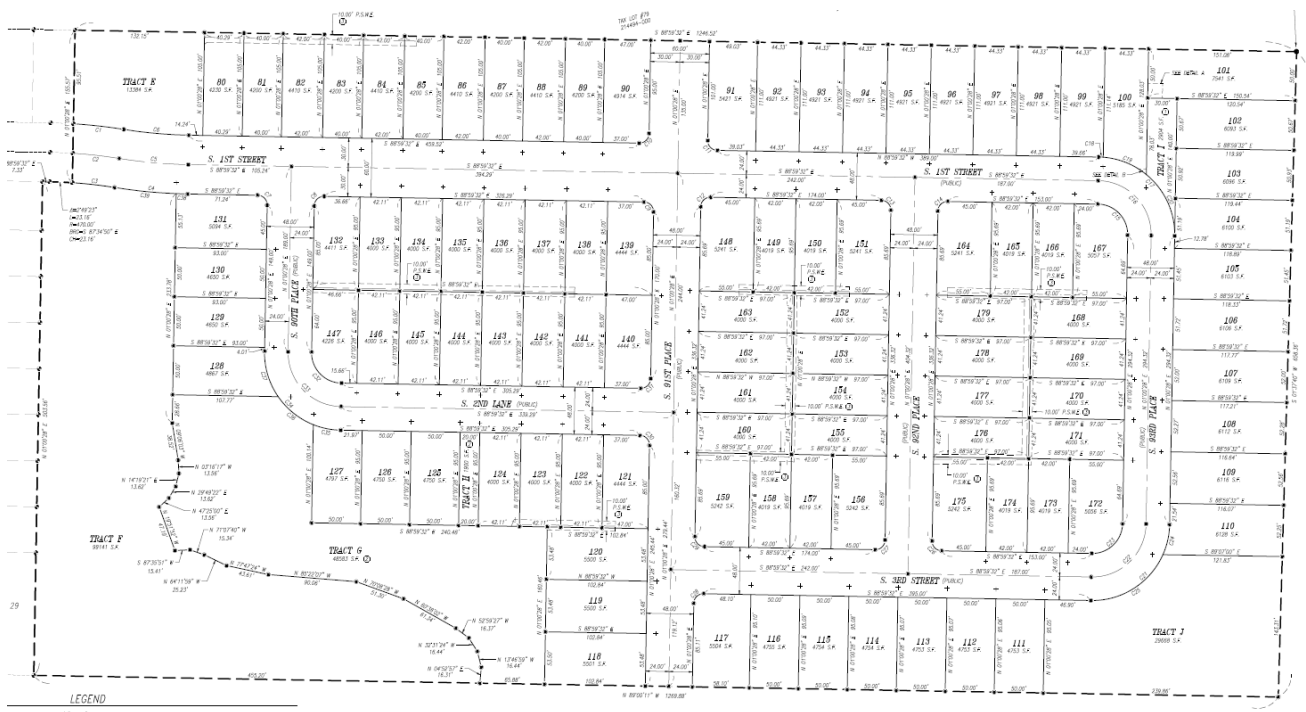
Greely Farms Phase 3B is directly east of Phase 3A, which received final plat approval on December 1, 2022. See Figures 2-3. The western portion of Phase 3B is south of Phase 2C, which received preliminary plat approval on July 5, 2022. The driveway accessing and owned by Foster Poultry Farms Oregon separates Phases 3B and 2C; they are not directly adjacent. The eastern portion of Phase 3B is directly south of Foster Farms. See Figure 4.

Figure 4. Foster Farms parcel



The Phase 3B proposal is to subdivide Assessor's Parcel #986062686 into 100 single-family detached residential lots. The lots range from 4,000 square feet to 7,541 square feet, consistent with the lot dimensions approved through the Phase 3 post-decision review. The average lot area is 4,640 square feet. See Figure 5.

Figure 5. Phase 3B final plat (full plan set included as an attachment)



Tract E is a 13,384-sf (0.31-acre) open space and wetland tract to be owned and maintained by the HOA. Tract E includes a play area with and earthscape log pile accessed from S 1st Street adjacent to Lot 80. See Figure 7.

Tract F is a 99,141-sf (2.28-acre) open space and wetland tract to be owned and maintained by the HOA.

Tract G is 48,583-sf (1.12-acre) stormwater facility tract to be owned by the HOA. Tract G includes a 6-6-foot-wide paved pedestrian trail around the storm pond which connects to S 2nd Lane through Tract H and between Lots 127 and 128 and continues north behind Lots 128-131 in Tract F before connecting to S 1st Street directly across from the Tract E play area. See Figure 6.

Tract H is a 1,900-sf stormwater facility access tract to be owned and maintained by the HOA, subject to an inspection easement dedicated to the City of Ridgefield.

Tract I is a 2,904-sf access and utility easement serving Lots 101-104 to be owned and maintained by the HOA, subject to an access and inspection easement dedicated to the City of Ridgefield.

Tract J is a 29,668-sf (0.68-acre) open space and wetland tract to be owned and maintained by the HOA.

All privately owned parks and trails will be open for public use.

Figure 6. Phase 3B open space

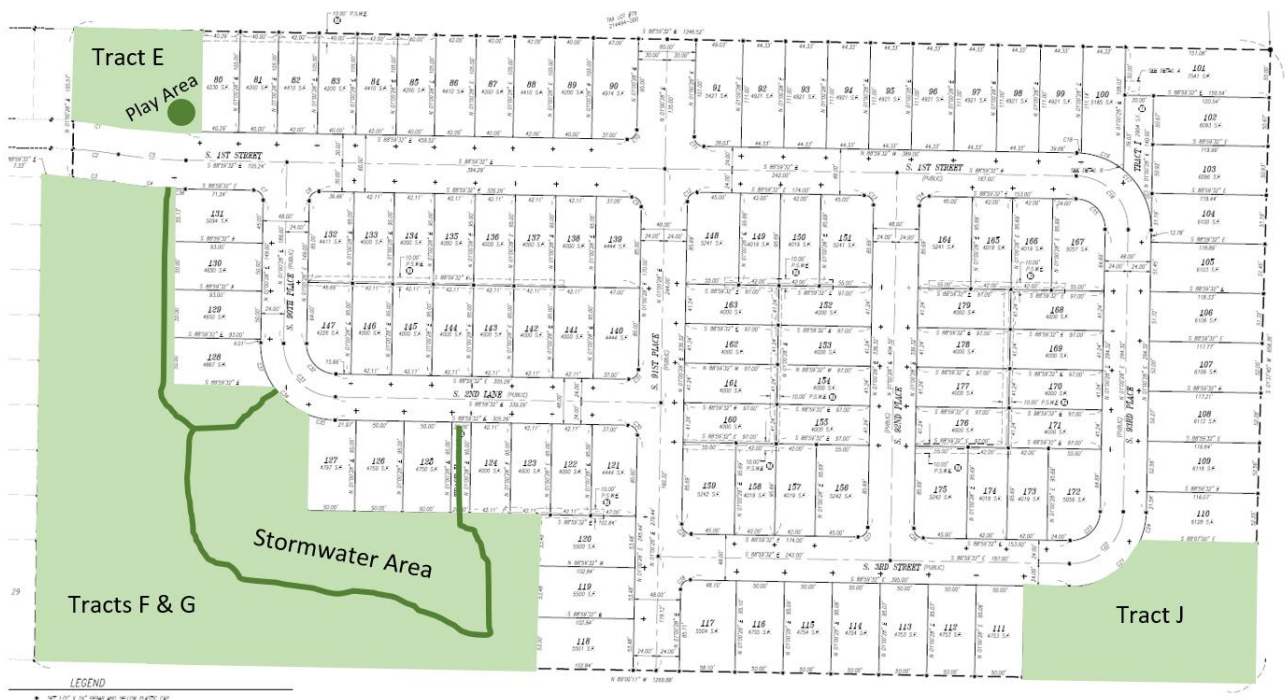
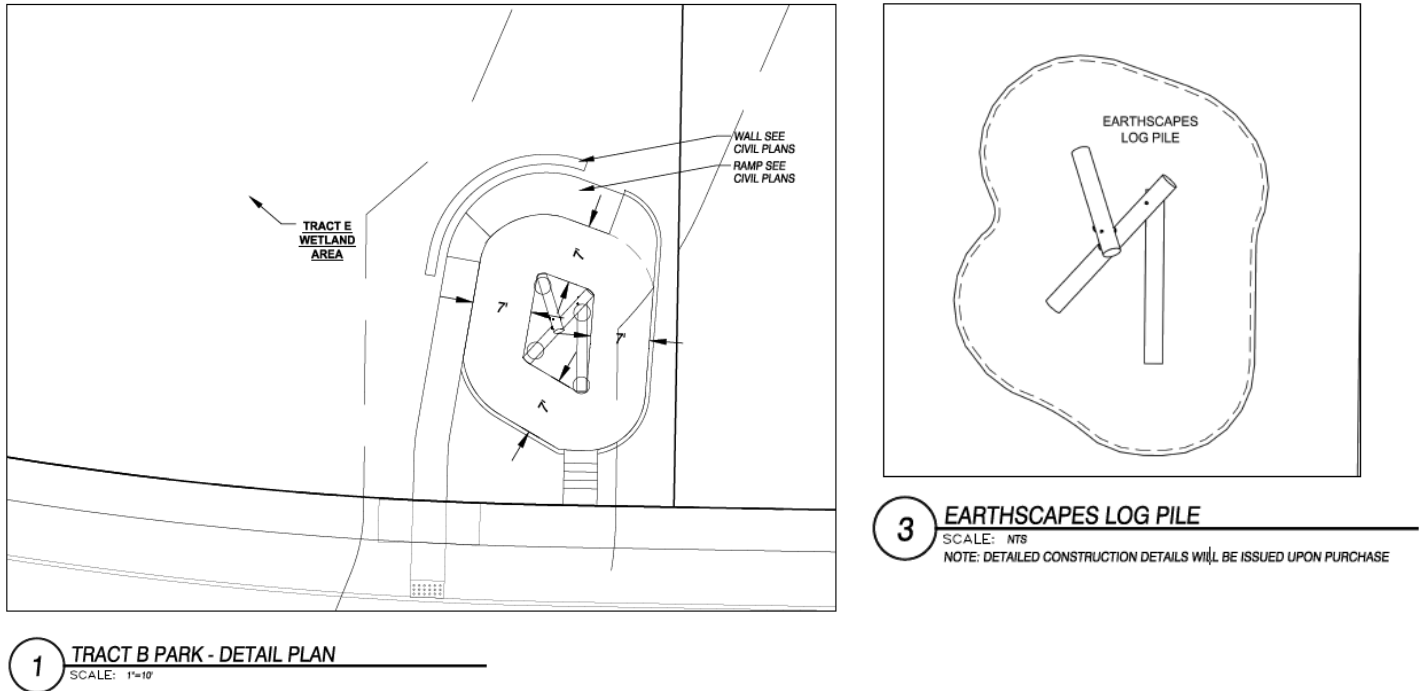


Figure 7. Tract E play area (previously known as Tract B)



IV. Staff Review

The purpose of this review is to consider whether the applicant has met the conditions of approval from the preliminary approval, the Development Agreement, the Ridgefield Development Code, the Ridgefield Urban Area Comprehensive Plan, and the City Engineering Standards for Public Works Construction. Staff evaluated the final plat materials and resubmittals provided and offer the following combined comments.

Survey Review

Gray & Osborne, Inc. reviewed the final plat sheets and lot closure report and identified the following minor corrections on April 19, 2023:

Sheet 2 of 4:

1. Crow's foot doubled up at SE corner of plat for south line.
2. Crow's foot at center section corner for east line of plat was deleted. Add back in.

Sheet 4 of 4:

1. Freeze legend heading.

As a **condition of approval**, the applicant shall make the corrections identified in the April 19, 2023 survey review memo prior to obtaining city signatures on the final plat mylar.

Engineering Review

Engineering staff confirmed that all private improvements are complete.

A performance bond for 120% of the cost of all incomplete public improvements is required. The applicant submitted a cost estimate for remaining public improvements totaling \$336,440.34. The City Engineer issued a performance bond letter on April 11, 2023, identifying a bond amount of \$403,728.41. As a **condition of approval**, the applicant shall submit the performance bond prior to receiving city signatures on the final plat mylar.

All other engineering comments and conditions of approval have been addressed.

Land Use Review

The applicant submitted draft CC&Rs which were reviewed and approved by the City Attorney. As a **condition of approval**, the applicant shall record the CC&Rs and submit a recorded copy to the city.

All other land use comments and conditions of approval have been addressed.

Street Name Review

Lots 101, 102, & 103 take access off Tract I. Driveways may be allowed for access to a maximum of two lots per the City of Ridgefield Engineering Standards. Therefore, Tract I shall be a private road. As a **condition of approval**, Tract I shall be labeled as S 93rd Place (Private Road) prior to obtaining city signatures on the final plat mylar.

All other street names comply with the Ridgefield addressing grid and the City of Ridgefield street naming manual.

V. Recommendation

Staff recommends City Council **APPROVE** the Greely Farms Phase 3B Final Plat subject to the following **conditions of approval**:

1. Make the corrections identified in the April 19, 2023 survey review memo prior to obtaining city signatures on the final plat mylar.
2. Submit the performance bond prior to receiving city signatures on the final play mylar.
3. Label Tract I as S 93rd Place (Private Road) prior to obtaining city signatures on the final plat mylar.
4. Submit a mylar for signature containing the signature and seal of the surveyor of record (Certification of Subdivision Platting, see RDC 18.620.120.L) and the signatures of all parties having an ownership interest in the land for purposes of dedication (Dedication of Subdivision, see RDC 18.620.120.M).
5. Record the final plat with the Clark County Auditor's Office within thirty (30) calendar days of City signatures on the face of the Mylar.
6. Submit the recorded plat and all associated written documents within thirty (30) calendar days of City signatures on the face of the Mylar.
7. Record the CC&Rs and submit a recorded copy to the city.

GREELY FARMS, A PLAT COMMUNITY

APPROVED AS GREELY ACRES PUD PHASE 3B BY CITY OF RIDGEFIELD FINAL ORDER PLZ-19-0036-0039
(GREELY FARMS PHASE 3)

A SUBDIVISION
IN THE NE 1/4 OF THE SW 1/4 OF SEC. 23,
TWP. 4 N., RGE. 1 E., W.M.
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL, 2023

CITY OF RIDGEFIELD MAYOR

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIDGEFIELD,
COUNTY OF CLARK, STATE OF WASHINGTON, THIS _____ DAY
OF _____ 20____.

MAYOR, CITY OF RIDGEFIELD _____ DATE _____

ATTESTED BY: _____
CITY CLERK

CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT

CITY COMMUNITY DEVELOPMENT DIRECTOR _____ DATE _____

CITY OF RIDGEFIELD PUBLIC WORKS

CITY PUBLIC WORKS DIRECTOR _____ DATE _____

CITY OF RIDGEFIELD ENGINEER

CITY OF RIDGEFIELD ENGINEER _____ DATE _____

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO.
58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

GREELY FARMS PHASE 3B

SUBDIVISION PLAT NO. _____ IN THE COUNTY OF CLARK,
STATE OF WASHINGTON

CLARK COUNTY ASSESSOR

CLARK COUNTY AUDITOR

ATTESTED BY _____
CLARK COUNTY AUDITOR

FILED FOR RECORD THIS _____ DAY OF _____, 2023. AT _____AM/PM.

AUDITORS FILE NO. _____ BOOK OF PLATS _____, PAGE _____.

CLARK REGIONAL WASTEWATER DISTRICT

DEVELOPMENT MANAGER _____ DATE _____

DEDICATION

KNOWN TO ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE
TRACT OF LAND HEREIN DESCRIBED HAVE CAUSED THE SAME TO BE PLATTED ACCORDING
TO THE PLAT HERETO ANNEXED. SAME TO BE KNOWN AS GREELY FARMS – PHASE 3B,
AND HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON TO THE
PUBLIC USE FOREVER.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

RIDGEFIELD EAST DEVELOPMENT, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY:

ITS:

DECLARANT DECLARATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED
HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST
COMMUNITY NAMED GREELY FARMS, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN
THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC
PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE
DECLARATION FOR GREELY FARMS RECORDED UNDER CLARK COUNTY
RECORDING NO. _____

RIDGEFIELD EAST DEVELOPMENT, LLC
A WASHINGTON LIMITED LIABILITY COMPANY

BY:

ITS:

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON THAT 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
AUTHORIZED SIGNATOR OF RIDGEFIELD EAST DEVELOPMENT, LLC, A WASHINGTON LIMITED
LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE
USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY SIGNATURE _____

DATED: _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES _____

PLAT NOTES

- A HOMEOWNER'S ASSOCIATION (HOA) SHALL BE REQUIRED FOR THIS DEVELOPMENT.
COPIES OF THE HOA BYLAWS AND DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS (CC&R'S) SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF
RIDGEFIELD. THE HOA SHALL BE RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL
IMPROVEMENTS AND AMENITIES HELD IN COMMON AND NOT DEDICATED TO THE CITY OF
RIDGEFIELD.
- ARCHITECTURAL DESIGN APPROVAL FROM THE CITY OF RIDGEFIELD IS REQUIRED FOR ALL
SINGLE FAMILY HOMES, AND IT IS THE RESPONSIBILITY OF THE DEVELOPER/BUILDER TO
OBTAIN DESIGN APPROVAL FOR EACH HOME, INCLUDING MODEL HOMES, PRIOR TO THE
SALE OR ADVERTISEMENT FOR SALE OF THE HOME.
- A MINIMUM OF ONE AND A MAXIMUM OF FOUR OFF-STREET PARKING SPACES SHALL BE
PROVIDED FOR EACH DWELLING UNIT, PER RDC 18.720.30 A.
- AT LEAST 18 LINEAR FEET OF DRIVEWAY SHALL BE PROVIDED BETWEEN ANY GARAGE OR
CARPORT ENTRANCE AND THE BACK SIDE OF THE SIDEWALK PER RDC 18.210.090.B.
- A MINIMUM OF 50% LANDSCAPE COVERAGE, CALCULATED AS A PERCENTAGE OF THE
GROSS SITE ACREAGE, IS REQUIRED PER RDC 18.725.055.
- PURSUANT TO R.C.W. 27.53.060, IT IS UNLAWFUL TO REMOVE OR ALTER ANY
ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM
THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION. UPON
ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES AT THE SUBJECT
SITE PRIOR TO OR DURING ON-SITE CONSTRUCTION, THE DEVELOPER, CONTRACTOR, AND
/OR ANY OTHER PARTIES INVOLVED IN CONSTRUCTION SHALL IMMEDIATELY CEASE ALL
ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL
AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN
A MAXIMUM PERIOD OF 24 HOURS FROM THE TIME OF DISCOVERY, THE CITY OF
RIDGEFIELD COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.

TABLE 4. GREELY FARMS PHASE 3 LOT AND DIMENSION REQUIREMENTS

PROPOSED GREELY FARMS PHASE 3 DIMENSIONAL STANDARDS	A TYPE LOT REQUIREMENT
DENSITY	6-10 DWELLING UNITS/ACRE
MINIMUM LOT SIZE	4,000 S.F.
MINIMUM LOT WIDTH	35'
MINIMUM LOT DEPTH	80'
MINIMUM FRONT YARD/GARAGE SETBACK	10'/18'
MINIMUM SIDE YARD SETBACK	0' (1)*
MINIMUM STREET SIDE YARD SETBACK	10'
MINIMUM REAR YARD SETBACK	10'
MAXIMUM HEIGHT	35'
MAXIMUM LOT COVERAGE	NOT TO EXCEED 60%

PROPOSED GREELY FARMS PHASE 3 DIMENSIONAL STANDARDS	B TYPE LOT REQUIREMENT
DENSITY	5-7 DWELLING UNITS/ACRE
MINIMUM LOT SIZE	5,500 S.F.
MINIMUM LOT WIDTH	50'
MINIMUM LOT DEPTH	80'
MINIMUM FRONT YARD/GARAGE SETBACK	10'/18'
MINIMUM SIDE YARD SETBACK	5'
MINIMUM STREET SIDE YARD SETBACK	10'
MINIMUM REAR YARD SETBACK	10'
MAXIMUM HEIGHT	35'
MAXIMUM LOT COVERAGE	NOT TO EXCEED 50%

* IF NOT SHARING A COMMON WALL A 3.00' SETBACK FOR SINGLE FAMILY
DWELLINGS WITH A MINIMUM SEPARATION OF 6.00' BETWEEN DWELLINGS.

PHASE	PROPOSED DU
1A/B	96
2A	89
2B	55
2C	16
3	179
4	118
TOTAL	553 DU

SURVEY REFERENCES

- PLAT OF HELEN'S VIEW PHASE 2 BY MINISTER AND GLAESER SURVEYING, INC.
RECORDED IN BOOK J OF PLATS, AT PAGE 356, DECEMBER 1996, RECORDS OF
CLARK COUNTY, WASHINGTON
- PLAT OF HELEN'S VIEW PHASE 1 BY MINISTER AND GLAESER SURVEYING, INC.
RECORDED IN BOOK J OF PLATS, AT PAGE 022, JULY 1994, RECORDS OF CLARK
COUNTY, WASHINGTON
- RECORD OF SURVEY BY HAGEDORN, INC. FOR CLIFF AND DON TYRELL RECORDED IN
BOOK 19 OF SURVEYS, AT PAGE 143, MARCH 1986, RECORDS OF CLARK COUNTY,
WASHINGTON
- RECORD OF SURVEY BY HAGEDORN, INC. FOR FOSTER FARMS, INC. RECORDED IN
BOOK 26 OF SURVEYS, AT PAGE 83, FEBRUARY 1990, RECORDS OF CLARK COUNTY,
WASHINGTON
- PLAT OF GREELY FARMS PHASE 1 BY OLSON ENGINEERING, INC. RECORDED IN BOOK
312, AT PAGE 057, SEPTEMBER 2019, RECORDS OF CLARK COUNTY, WASHINGTON
- PLAT OF GREELY FARMS PHASE 2A BY OLSON ENGINEERING, INC. RECORDED IN BOOK
312, AT PAGE 197, FEBRUARY 2022, RECORDS OF CLARK COUNTY, WASHINGTON
- PLAT OF GREELY FARMS PHASE 3A BY OLSON ENGINEERING, INC. RECORDED IN BOOK
312, AT PAGE 237, DECEMBER 2022, RECORDS OF CLARK COUNTY, WASHINGTON

DEED REFERENCE

GRANTOR: WILLIAM ROHRER
GRANTEE: RIDGEFIELD EAST DEVELOPMENT, LLC
A.F.#: 5782571 D
DATE: AUGUST 31, 2020

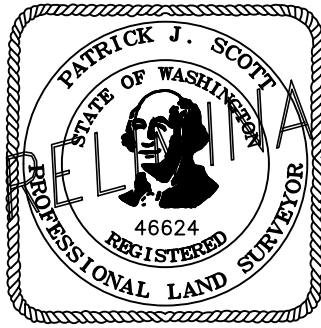
PROCEDURE

FIELD TRAVERSES WERE PERFORMED WITH A 3"
TOTAL STATION SURVEY INSTRUMENT AND ADJUSTED
BY LEAST SQUARES. THE FIELD TRAVERSES MET
THE MINIMUM STANDARDS FOR SURVEYS AS
DESIGNATED IN WAC 332-130-090.

LAND SURVEYOR'S CERTIFICATION

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE
REQUEST OF THE HOLT GROUP, INC. ON JULY 5, 2022. I HEREBY CERTIFY THAT THIS
MAP FOR GREELY FARMS IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY
HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT
ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP
ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE
UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF,
OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH
SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL
MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

PATRICK J. SCOTT _____ DATE _____
PROFESSIONAL LAND SURVEYOR NO. 46624



ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

SIGNED OR ATTESTED BEFORE ME ON _____ BY PATRICK J.
SCOTT.

NOTARY SIGNATURE _____

DATED: _____, 20____.

PRINTED NAME: _____

NOTARY PUBLIC IN AND FOR THE STATE OF _____

MY COMMISSION EXPIRES _____

APPROVED AS GREELY ACRES PUD PHASE 3B BY CITY OF RIDGEFIELD FINAL ORDER PLZ-19-0036-0039
(GREELY PHASE 3)

PHASE 3B SUBMITTED TO THE PLAT COMMUNITY

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE
MERIDIAN IN THE CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER
OF SECTION 23;

THENCE SOUTH 88°59'32" EAST, ALONG THE NORTH LINE OF SAID
SOUTHWEST QUARTER OF SECTION 23, A DISTANCE OF 1402.58 FEET TO
THE NORTHEAST CORNER OF GREELY FARMS PHASE 3A RECORDED IN
BOOK 312, AT PAGE 237, RECORDS OF SAID COUNTY AND TO THE TRUE
POINT OF BEGINNING;

THENCE CONTINUING SOUTH 88°59'32" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 23, A DISTANCE OF 1246.52 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER;

THENCE SOUTH 01°37'40" WEST ALONG THE EAST LINE OF SAID
SOUTHWEST QUARTER OF SECTION 23, A DISTANCE OF 658.36 FEET TO
THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF SECTION 23;

THENCE NORTH 89°00'11" WEST, ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE NORTH HALF, A DISTANCE OF 1269.88 FEET TO THE SOUTH EAST CORNER OF SAID GREELY FARMS PHASE 3A;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID GREELY FARMS
PHASE 3A THE FOLLOWING COURSES:

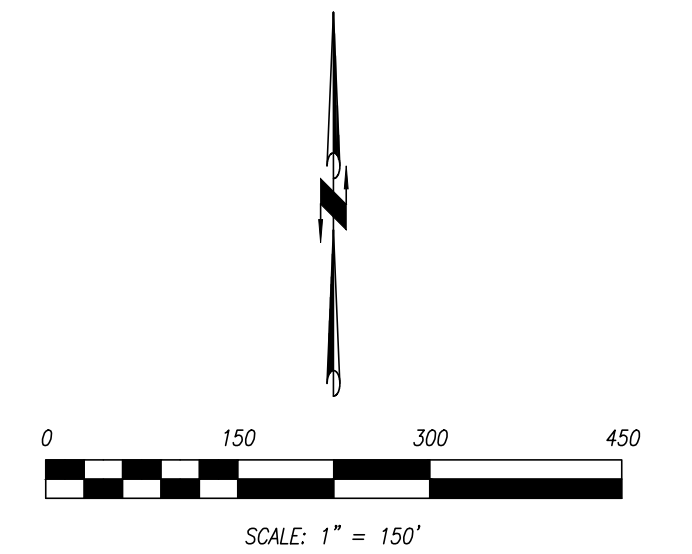
THENCE NORTH 01°00'28" EAST 503.56 FEET;

THENCE SOUTH 88°59'32" EAST 7.33 FEET TO A POINT ON A 470.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID 470.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH
A CENTRAL ANGLE OF 02° 49' 23", AN ARC DISTANCE OF 23.16 FEET;

THENCE NORTH 01°00'28" EAST 155.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.14 ACRES MORE OR LESS.

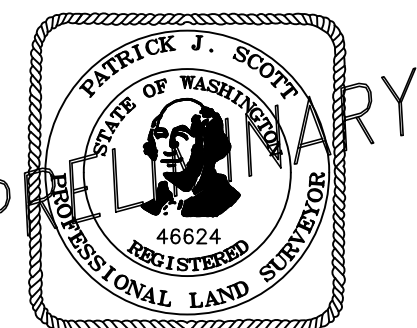


BASIS OF BEARINGS

S 88°59'32" E ALONG THE NORTH LINE OF THE SW1/4
SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, W.M.

LEGEND

- | | |
|---|---|
|  | PUBLIC LAND SURVEY SYSTEM SECTION CORNER MONUMENT (AS NOTED) |
|  | PUBLIC LAND SURVEY SYSTEM QUARTER SECTION CORNER MONUMENT (AS NOTED) |
|  | FOUND AND HELD 1/2" IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "MINISTER 12563" AS SET IN REFERENCE #1 (UNLESS NOTED OTHERWISE)
ALL MONUMENTS TIED JUNE, 2015 |
| REF# | SURVEY REFERENCE NUMBER |
| L.C.R. | LAND CORNER RECORD |
| ROW | RIGHT OF WAY |
| — — — — — | PLAT BOUNDARY PHASE 3B |
| ——— | PLAT LOT LINE |
| - - - - - | PUBLIC LAND SURVEY SYSTEM SECTION & SECTION SUBDIVISION LINE |
| — — — — — | CENTERLINE RIGHT OF WAY |
| — — — — — | RIGHT OF WAY LINE |
| - - - - - | EXISTING TAX LOT LINE |



PG. 2 OF 4 JOB# 9170.03.01

COPYRIGHT 2023, OLSON ENGINEERING, INC.
J:\DATA\9000\9100\9170\9170\SURVEY\
PHASE 3\3B\9170.S.FINAL-PLAT-PH3B_PG1_2.DWG

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

APPROVED AS GREELY ACRES PUD PHASE 3B BY CITY OF RIDGEFIELD FINAL ORDER PLZ-19-0036-0039
(GREELY PHASE 3)

IN THE NE 1/4 OF THE SW 1/4 OF SEC. 23,
TWP. 4 N., RGE. 1 E., W.M.
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL, 2023

S 88°59'32" E ALONG THE NORTH LINE OF THE SW1/4
SECTION 23, TOWNSHIP 4 NORTH, RANGE 1 EAST, W.M.

1. A 30.00' ACCESS AND UTILITY EASEMENT OVER, UNDER AND UPON TRACT 7" AS SHOWN HEREIN, IS HEREBY RESERVED FOR AND GRANTED FOR THE BENEFIT OF LOTS 101 THROUGH 104, INCLUSIVE, FOR THE PURPOSE OF MORE ACCESS AND UTILITY TO AND FROM SAID LOTS, BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, REPLACEMENT OF THE ROAD WITHIN THE EASEMENT AREA. PARKING IS NOT ALLOWED WITHIN THE EASEMENT AREA. AN ACCESS AND INSPECTION OVER TRACT 1 IS HEREBY GRANTED TO THE CITY OF RIDGEFIELD WITH THIS PLAT.

AN ACCESS AND INSPECTION EASEMENT OVER TRACT 1 IS HEREBY GRANTED TO CLARK REGIONAL WASTEWATER DISTRICT WITH THIS PLAT.

2. AN ACCESS AND INSPECTION EASEMENT OVER TRACT "G", "H" AND "I" IS HEREBY GRANTED TO THE CITY OF RICHFIELD FOR INSPECTION OF THE STORMWATER FACILITY.
3. A 10.00' PRIVATE STORM WATER EASEMENT (P.S.W.E.) IS HEREBY RESERVED FOR AND GRANTED TO THE HOMEOWNER'S ASSOCIATION (HOA), ITS SUCCESSORS AND ASSIGNS OVER, UNDER AND UPON PORTIONS OF LOTS 80 THROUGH 145 INCLUSIVE, LOTS 146 THROUGH 148 INCLUSIVE, LOTS 149 THROUGH 147 INCLUSIVE, LOTS 120 THROUGH 124 INCLUSIVE, LOTS 148 THROUGH 155 INCLUSIVE, LOTS 157 THROUGH 163 INCLUSIVE, LOTS 164 THROUGH 171 INCLUSIVE, AND LOTS 173 THROUGH 179 INCLUSIVE, AS SHOWN ON THE ATTACHED S.S. SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE STORMWATER SYSTEM WITHIN THE EASEMENT AREA, AND SHALL HAVE THE RIGHT TO ENTER UPON SAID LOTS FOR THE PURPOSE OF THE S.S. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND FOR INSPECTION OF THE STORMWATER SYSTEM, AND FOLLOWING SUCH ACTIVITIES SHALL RESTORE AS NEAR AS POSSIBLE THE EASEMENT AREA TO ITS PRIOR CONDITION. AN EASEMENT SHALL BE GRANTED TO THE CITY OF RICHFIELD FOR ACCESS AND INSPECTION OF THE STORMWATER FACILITY.

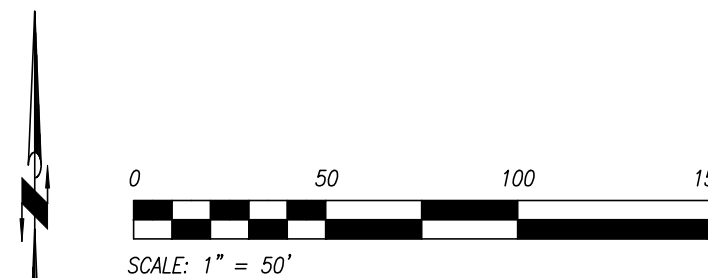
A PUBLIC UTILITY EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXISTING 8.01 FEET WIDE LOTS AND TRACYS (LIVING PARALLEL) WITH AN ADVANCE TO ALL PUBLIC ROADS. THE EASEMENT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF, BUT NOT LIMITED TO, ELECTRIC, TELEPHONE, TV, CABLE, WATER, SANITARY SEWER, STORM DRAIN, AND OTHER PUBLIC UTILITIES. FOLLOWING SUCH USE THE EASEMENT AREA SHALL BE RESTORED TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES SPECIFIED IN THE CITY OF CHICAGO'S PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGN ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

A PUBLIC SIDEWALK EASEMENT IS HEREBY RESERVED OVER, UNDER AND UPON THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO THE PUBLIC ROADS AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

ALL INTERNAL ROADS DEPICTED AS "PUBLIC" ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF RIDGEFIELD FOR RIGHT-OF-WAY PURPOSES WITH THE RECORDING OF THIS PLAT.

1. TRACT "1" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR OPEN SPACE/WETLANDS AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A. THIS TRACT CONTAINS WETLAND CRITICAL AREAS AND ASSOCIATED BUFFERS.
2. TRACT "2" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR OPEN SPACE/WETLANDS AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A. AN ACCESS OR INSPECTION EASEMENT IS GRANTED TO THE CITY OF RICHFIELD WITH THIS PLAT. THIS TRACT CONTAINS WETLAND CRITICAL AREAS AND ASSOCIATED BUFFERS.
3. TRACT "3" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR STORMWATER FACILITY PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A..
4. TRACT "4" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR STORMWATER FACILITY ACCESS AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A..
5. TRACT "5" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR ACCESS AND UTILITIES TO LOTS 101 THROUGH 104 AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A. AN EASEMENT OVER THIS TRACT IS ALSO GRANTED TO THE CITY OF RICHFIELD FOR THE PURPOSE OF STORMWATER ACCESS AND INSPECTION.
6. TRACT "6" IS HEREBY CONVEYED TO THE H.O.A. UPON RECORDING OF THIS PLAT FOR OPEN SPACE/WETLANDS AND SHALL BE OWNED AND MAINTAINED BY THE H.O.A.. AN ACCESS OR INSPECTION EASEMENT IS GRANTED TO THE CITY OF RICHFIELD WITH THIS PLAT. THIS TRACT CONTAINS WETLAND CRITICAL AREAS AND ASSOCIATED BUFFERS.

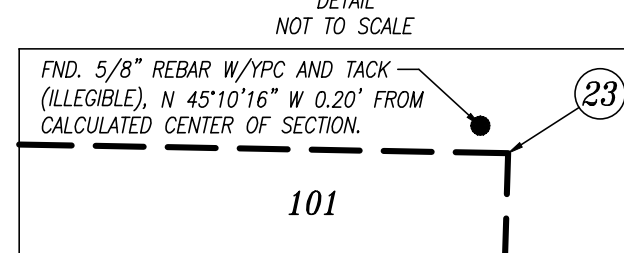
1. ALL PRIVATELY OWNED AND/OR MAINTAINED TRAILS AND PARKS WILL BE OPEN FOR PUBLIC USE.
2. TRACT H AND I ARE SUBJECT TO AN INSPECTION EASEMENT DEDICATED TO THE CITY OF RIDGEFIELD.



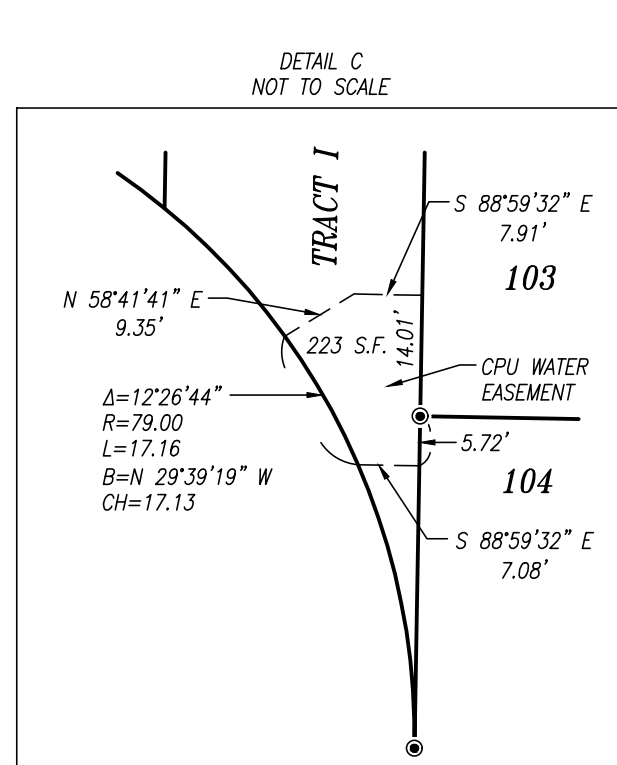
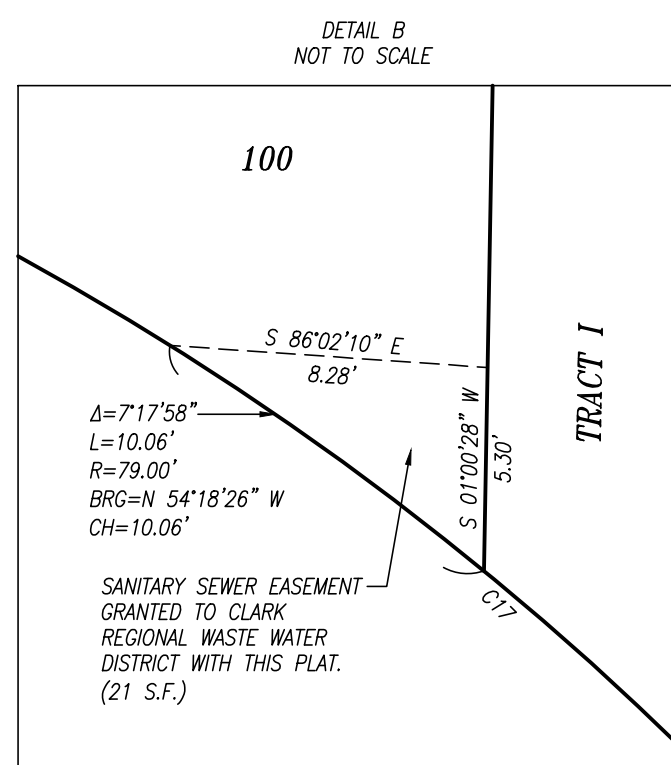
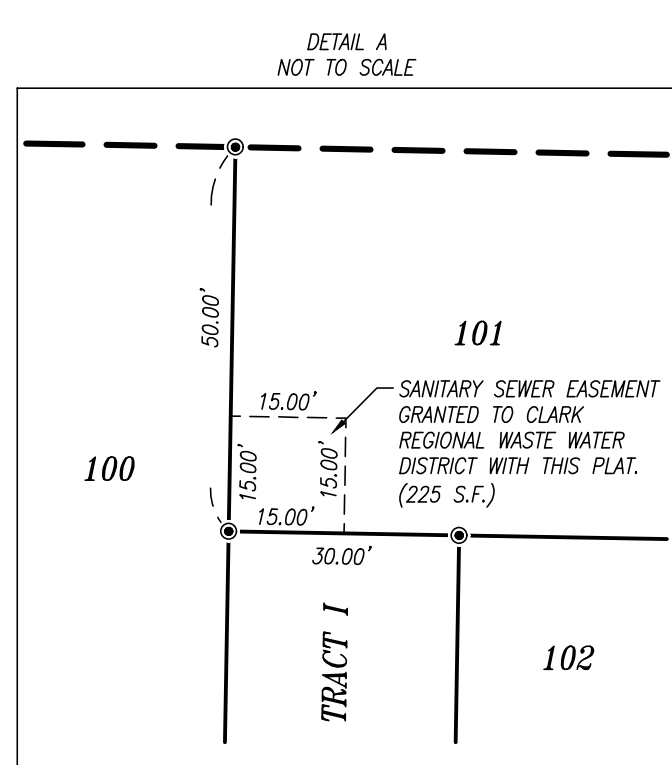
CURB SCREW TABLE	
LOT LINE	DISTANCE
80-90	11.75'
132-139	11.75'
99/100	11.77'
100/TRACT I	13.00'
110/TRACT J	10.75'
127/TRACT G	10.54'
128/TRACT G	12.46'
131 NW CORNER	11.24'



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936



- SET 1/2" X 24" REBAR AND YELLOW PLASTIC CAP INSCRIBED "OLSON ENG PLS 46624" DURING THIS SURVEY
- SET 1/2" X 24" REBAR AND YELLOW PLASTIC CAP INSCRIBED "OLSON ENG PLS 46624" DURING PREVIOUS SURVEY OF GREELY FARM PH. 1 (BK. 312, PG. 57)
- + SET BRASS SCREW WITH WASHER DURING THIS SURVEY INSCRIBED "OLSON ENG PLS 46624" IN CURB ON A PROJECTION OF THE LOT LINE AT A DISTANCE OF 9.75' UNLESS OTHERWISE NOTED IN THE CURB SCREW TABLE
- SET BRASS SCREW WITH WASHER INSCRIBED "OLSON ENG PLS 46624" IN CONCRETE DURING THIS SURVEY
- ① SEE EASEMENT PROVISION NUMBER
- W.E. PRIVATE STORMWATER EASEMENT
- S.F. SQUARE FEET
- PLAT BOUNDARY
- LOT LINE
- EASEMENT LINE (SEE EASEMENT PROVISIONS THIS PAGE)
- CENTERLINE RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING TAX LOT
- PUBLIC LAND SURVEY SYSTEM SECTION & SECTION SUBDIVISION LINE

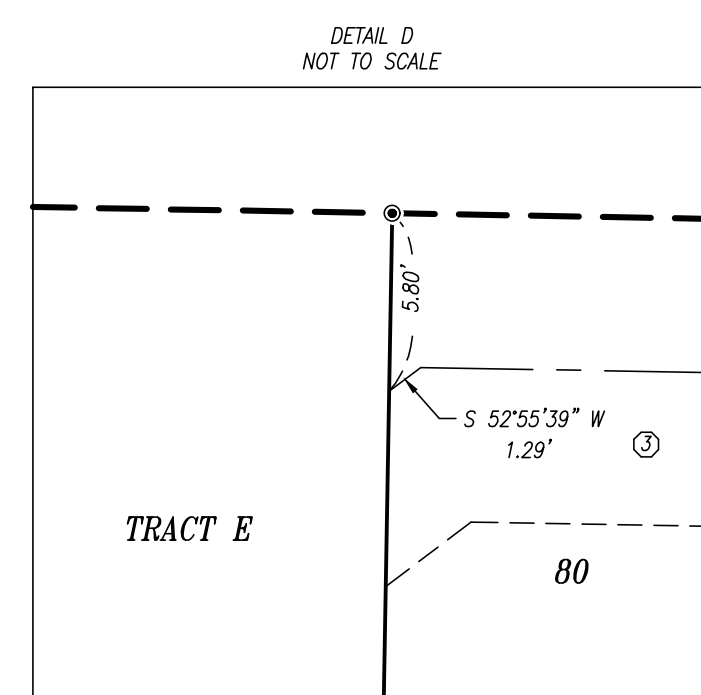
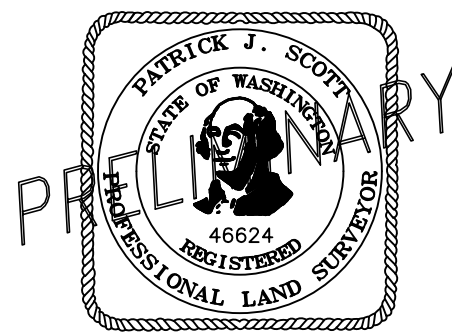


CURVE	DELTA ANGLE	RADIUS	ARC LENGTH
C1	52°32'22"	5100.00'	518.71'
C2	52°27'22"	5000.00'	476.61'
C3	51°17'12"	4700.00'	433.37'
C4	8°06'35"	5300.00'	750.02'
C5	8°06'35"	5000.00'	707.77'
C6	8°06'35"	4700.00'	665.52'
C7	9°00'42"	10.00'	15.71'
C8	9°00'42"	10.00'	15.71'
C9	9°00'42"	10.00'	15.71'
C10	9°00'42"	10.00'	15.71'
C11	9°00'42"	10.00'	15.71'
C12	9°00'42"	10.00'	15.71'
C13	9°00'42"	10.00'	15.71'
C14	9°00'42"	10.00'	15.71'
C15	89°59'29"	31.00'	48.69'
C16	90°00'00"	55.00'	86.39'
C17	79°00'00"	79.00'	124.09'
C18	72°11'31"	4.87'	7.40'
C19	34°56'44"	79.00'	48.18'

C20	79°00'00"	79.00'	71.24'
C21	90°00'00"	79.00'	124.09'
C22	90°00'00"	55.00'	86.39'
C23	89°59'29"	31.00'	48.69'
C24	23°04'40"	79.00'	31.82'
C25	66°55'20"	79.00'	92.27'
C26	90°00'00"	10.00'	15.71'
C27	90°00'00"	10.00'	15.71'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'
C31	90°00'00"	10.00'	15.71'
C32	89°59'29"	31.00'	48.69'
C33	90°00'00"	55.00'	86.39'
C34	90°00'00"	79.00'	124.09'
C35	20°47'10"	79.00'	28.66'
C36	33°36'43"	79.00'	26.44'
C37	35°36'12"	79.00'	43.05'
C38	53°00'00"	53.00'	11.77'
C39	6°50'16"	53.00'	69.29'

PG. 3 OF 4 JOB# 9170.03.01
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IN THE NE 1/4 OF THE SW 1/4 OF SEC. 23,
TWP. 4 N., RGE. 1 E., W.M.
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL, 2023



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion - Approval of Brownfields Revolving Loan Fund (BRLF) Grant

GOVERNING LEGISLATION

Federal Financial Assistance Management Improvement Act of 1999, Public Law 106-107, 31 U.S.C. 6101; 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 70A.305 Model Toxics Control Act (MTCA)

PREVIOUS COUNCIL ACTION TAKEN:

Council has received presentations on the environmental site assessment. Council has approved funding for professional service and legal work associated with the site assessment and coordination with the Washington State Department of Ecology and the property owner.

SUMMARY/BACKGROUND:

The City of Ridgefield has applied for \$195,000 in US Environmental Protection Agency (EPA) and Washington State Department of Commerce's (Commerce) Brownfields Revolving Loan Fund (BRLF) grant to fund the Phase I environmental site assessment before acquisition of the property and cleanup of approximately 0.06 acres located at 122 North Main Avenue, Ridgefield, Washington (the Property). The site is located in the downtown core of Ridgefield. The downtown has been targeted for significant revitalization efforts led by the City. The property's central location with great pedestrian and vehicle accessibility would make it an ideal site for economic growth and public benefit.

BUDGET/FINANCIAL IMPACTS:

The estimated cost of the cleanup project is \$2,152,000. The funding is expected to come from the Brownfields Revolving Loan Fund Grant program for \$195,000, \$1.8 million from an Ecology Remedial Action Grant, and \$157,000 from a city match.

RECOMMENDED ACTION OR MOTION:

If council would like to accept the US Environmental Protection Agency (EPA) and Washington State Department of Commerce's (Commerce) Brownfields Revolving Loan Fund (BRLF) grant in the amount of \$195,000 a motion would be.

" I move to approve the acceptance of the Brownfields Revolving Loan Fund grant in the amount of \$195,000."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Commerce_Brownfields_Grant_Agreement_23-62310



Capital Agreement with

City of Ridgefield

through

Washington State Department of Commerce
Brownfields Revolving Loan Fund (BRLF)

For

Parks Laundry Site Assessment and Cleanup Project

Start date: Upon Contract Execution

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FACE SHEET**Contract Number: 23-62310-02**

**Washington State Department of Commerce
Local Government Division
Brownfields Revolving Loan Fund Program**

1. Contractor City of Ridgefield 230 Pioneer Street Ridgefield, WA 98642		2. Contractor Doing Business As (optional)	
3. Contractor Representative Steve Stuart City Manager (360)887-3557 Steve.stuart@ridgefieldwa.us		4. COMMERCE Representative Kari Sample Program Manager (360) 999-0606 Kari.Sample@commerce.wa.gov	
5. Contract Amount \$195,000	6. Funding Source Federal: X State: Other: N/A:	7. Start Date Upon Contract Execution	8. End Date 6/30/2025
9. Federal Funds (as applicable)		10. Federal Agency EPA	
		CFDA Number: 66.818	
10. SWV # 00171111-00	11. UBI # 064-000-009	13. UNIQUE ENTITY ID # YYL8GELET1E9	
14. Contract Purpose The purpose of this Contract is to provide funding for the Parks Laundry cleanup site for a site assessment to acquire the property and cleanup activities. The Contractor is responsible for all work described in Attachment 1: Statement of Work, Schedule and Budget.			
COMMERCE, defined as the Department of Commerce and Contractor acknowledge and accept the terms of this Contract and attachments and execute and start this Contract on the last signature date below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment I -Statement of Work, Schedule and Budget, Attachment II - Legal Description of Property, Attachment III - Administrative Prohibition and Eligible Costs, Attachment IV - Disadvantaged Business Enterprise Requirements, Attachment V - Certification Regarding Debarment, Suspension, and Other Responsibility Matters, Attachment VI - Approval / Decision Memorandum, EPA General Terms and Conditions, Attachment VII, Davis Bacon Prevailing Wage Terms and Conditions VIII.			
FOR CONTRACTOR		FOR COMMERCE	
Steve Stuart, City Manager City of Ridgefield		Mark Barkley, Assistant Director Local Government Division	
Date		Date	
		APPROVED AS TO FORM ONLY  Dawn Cortez, Assistant Attorney General Washington State Office of the Attorney General	
		Date: 3/30/2023	

Last revision 3/24/2022

DECLARATIONS

CLIENT INFORMATION

GRANTEE Name:	City of Ridgefield
Grant Number:	22-62310-002
State Wide Vendor Number:	SWV0017111-00

PROJECT INFORMATION

Project Name:	Parks Laundry
Project City:	Ridgefield
Project State:	Washington
Project Zip Code:	98642

CONTRACT INFORMATION

Grant Amount:	\$195,000
Administrative Fee:	\$1,950
Contract End Date:	June 30, 2025
Earliest Date for Reimbursement:	February 23, 2023
Time of Performance:	Project will be completed within one year of contract execution

FUNDING INFORMATION

Total Amount of Closeout Agreement:	\$2,536,656
Federal Award Date:	08/25/22
Federal Award ID # (FAIN):	BF-97067501 (COA Program Income)
Amount of Grant Obligated by this Action:	\$195,000 in EPA Grant Funds
Awarding Official:	Margaret Olson, EPA Project Officer, 503-326-5874
EPA Cooperative Agreement Number:	BF-97067501 (COA Program Income)
EPA Site Eligibility Determination Approval:	02/23/2023

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Brownfields Revolving Loan Fund (BRLF) Grant Agreement Contract the following terms shall have the meaning set forth below:

- A. "CERCLA Section 104(k)" shall mean Comprehensive, Environmental Response Compensation and Liability Act, Brownfields Revitalization Act.
- B. "Contract" shall mean this BRLF Grant Agreement.
- C. "Contractor" shall mean the entity identified on the Contract Face Sheet performing service(s) under this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. The "Contract End Date" shall mean the date the contract expires. The actual date of contract execution shall have no effect on the Contract End Date.
- E. "Deferral Period" shall be from the date of contract execution until the date of project completion. The Deferral Period shall not exceed 3 years in length.
- F. "Department of Commerce" and "COMMERCE" shall mean the Washington State Department of Commerce.
- G. "Eligible Activities" shall mean removal actions associated with actual cleanup of the Site and eligible direct administrative costs as specified in Attachment III — Administrative Prohibition and Eligible Costs.
- H. "EPA" shall mean the United States Environmental Protection Agency.
- I. "Project" means the remediation of the contaminated soils and groundwater from the property site owned by Contractor as described in Attachment I — Statement of Work, Schedule and Budget.
- J. "Property" shall mean the real property as described in Attachment II — Legal Description of Property.
- K. "Site Manager" shall mean the representative from the Washington State Department of Ecology Toxics Cleanup Program providing remediation oversight in cooperation with COMMERCE.

2. ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by the EPA Cooperative Agreement No. shown on the attached Declarations page awarded by EPA. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the EPA. Grant funds are administered by the BRLF Program, Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. PURPOSE

COMMERCE and the Contractor have entered into this Contract to undertake a local project that furthers the goals and objectives of the BRLF Program. The project will be undertaken by the Contractor and will include the activities described in the STATEMENT OF WORK, SCHEDULE AND BUDGET shown on Attachment I and, if applicable, in accordance with the method approved in the Cleanup Action Plan. The project must be undertaken in accordance with the BRLF Program Special Terms and Conditions and all applicable federal, state and local laws and ordinances, which by this reference are incorporated into this Contract as though set forth fully herein.

**SPECIAL TERMS AND CONDITIONS
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The Contractor agrees to carry out the Project and shall use BRLF Grant funds only for eligible activities in compliance with CERCLA Section-104(k); the Washington State Model Toxics Control Act (MTCA); the Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31) and in accordance with all other applicable provisions of federal, state, or local law, including the "EPA General Terms and Conditions", as amended, which are attached in Attachment VII and incorporated by reference.

The Contractor shall ensure that the assessment and cleanup is protective of human health and the environment, shall perform the assessment and cleanup in and agrees to enter into and conduct the Brownfields assessment and cleanup in accordance with the terms of the Washington State Voluntary Cleanup Program (VCP) or other MTCA oversight authority as approved by COMMERCE.

5. PRE-CONTRACT REQUIREMENTS & CERTIFICATIONS

The Contractor certifies that the previously submitted BRLF Application, pre-contracting documents and certifications fairly represents the Contractor's financial condition and that no materially adverse change in condition or operation has occurred. The documents are incorporated by reference into this Contract.

6. AMOUNT OF GRANT

COMMERCE, using funds appropriated from the Federal Award as shown on the attached Declarations Page shall grant the Contractor a sum not to exceed the amount shown as GRANT AMOUNT on the attached Declarations Page. This grant amount includes an administrative fee, if applicable, which is shown on the Declarations Page as ADMINISTRATIVE FEE.

7. ADMINISTRATIVE FEE

The amount of the administrative fee as shown on the Declarations Page represents one percent (1%) of the grant request and shall not be reduced, regardless of the actual final grant amount at project completion. If the administrative fee applies and the total grant amount is increased by amendment, an additional grant fee equal to one percent (1%) of the additional grant amount will be assessed at amendment execution.

8. BILLING PROCEDURES AND PAYMENT

If funding or appropriation is not available at the time the Contractor submits a request for a grant disbursement, the issuance of a warrant will be delayed or suspended until such time funds become available. Therefore, subject to availability of funds, warrants shall be issued to the Contractor for payment of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET.

The Contractor must meet the internal controls requirements as stated in Section 32. The grant funds will be disbursed to the Contractor as follows:

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract.

When requesting reimbursement for expenditures made, the Contractor shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19) referencing the Attachment I – STATEMENT OF WORK, SCHEDULE AND BUDGET project activity performed, and any appropriate documentation such as bills, invoices, and receipts. The Invoice Voucher must be certified by an official of the Contractor with authority to bind the Contractor.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the Contractor.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

Pre-award costs are limited to permit fees and eligible costs directly associated with bid document preparation and bid advertisement. COMMERCE will pay for pre-award costs only incurred on or after the earliest date for reimbursement. Requests for reimbursements for costs related to pre-award activities will not be accepted until the Contractor has met the following conditions:

- Met the insurance requirements as stated in Section 34.

Project expenses incurred after the date shown as GRANT REIMBURSEMENT DATE on the Declarations Page are eligible for reimbursement. Requests for reimbursements for costs related to project activities will not be accepted until the Contractor has met the following conditions:

- A. Issued a Notice to Proceed, which follows the formal award of an environmental services contract;
- B. Complied with Section 17 Prevailing Wage;
- C. If applicable, submit 21 Day Labor Packet. For each prime and subcontractor performing work on site during the first two weeks of cleanup, contractor must provide a copy of the following documentation to COMMERCE within 21 days after the respective contractors begin work.
 - Statement of Intent to Pay Prevailing Wages
 - Certified Payroll for the two weeks' pay period
 - Employee Interview Forms. At least one interview per contractor and subcontractors per trade (job classification) must be conducted.
- D. Complied with any other conditions required by EPA or COMMERCE.

The Contractor can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

If Contractor has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, Contractor must clearly identify such grant contracts in the transmittal letter and request for payment.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE *not more often than monthly*.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by COMMERCE.

In the event that the Contractor receives reimbursement for costs that are later determined by COMMERCE to be ineligible, these funds shall be repaid to COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Contract, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

9. TIME OF PERFORMANCE

The Contractor shall begin the activities identified within the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET no later than sixty (60) days after Contract execution.

The Contractor must reach project completion within the period specified on the Declarations Page as TIME OF PERFORMANCE and specifically identified in ATTACHMENT I- STATEMENT OF WORK, SCHEDULE, AND BUDGET.

Failure to meet project completion within the time frame described in this section shall constitute default under this Contract, and as a result, this Contract may be terminated. In the event of extenuating circumstances, the Contractor may request, in writing, at least 90 days prior to the expiration of project completion date that COMMERCE extend the deadline for project completion. COMMERCE may extend the time of project completion.

It is expressly understood that a failure or delay on the part of the Contractor in the performance, in whole or in part, or any of the terms of this Contract, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency, or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Contract however, the Contractor shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

10. PROJECT COMPLETION AND THE FINAL REPORT

The Contractor shall provide technical reports and other documents relative to assessment to COMMERCE and the Site Manager to confirm project completion and closeout of the cleanup action. The final report shall document completed cleanup goals achieved in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems or challenges encountered (if any), and cleanup goals achieved, and acreage cleaned up within two (2) months of project completion. Additionally, the Contractor agrees to submit a final Financial Status Report using such form(s) as specified to COMMERCE within ninety (90) days of project completion.

The Contractor shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the Administrative Record.

In the event the Contractor does not complete the cleanup, COMMERCE will access the project site, ensure the site is secure and poses no immediate threat to human health or the environment, and notify EPA and the Site Manager.

11. RECAPTURE

In the event that the Contractor fails to expend the Grant in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture state funds in an amount equivalent to the extent of noncompliance. Repayment by the Contractor of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that COMMERCE is required to institute proceedings to enforce this recapture provision, COMMERCE shall be entitled to its cost thereof, including reasonable attorney's fees.

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture all funds disbursed under the Contract, in addition to any other remedies available at law or in equity. This provision supersedes the Recapture provision in Section 36 of the General Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
FEDERAL FUNDS**

12. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

13. FEDERAL AND STATE REQUIREMENTS

The Contractor assures compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project, including but not limited to those listed in Attachments I to VIII.

14. COMPETITIVE BID REQUIREMENTS

All Project work performed pursuant to this Contract shall be performed by a qualified, competitively selected contractor consistent with good practices and industry standards.

The Contractor shall use a competitive procurement process in the award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2 CFR 200.

If there is an inconsistency between the applicable Federal, State, local and tribal laws and regulations, the more restrictive shall be used.

The Contractor shall provide COMMERCE with copies of all bids and contracts for all work required under the Remedial Action Work Plan.

15. ELIGIBLE PROJECT COSTS

The Contractor assures compliance with Attachment III: Administrative Prohibition and Eligible Costs, which identifies eligible costs for projects funded by BRLF. The Contractor shall not exceed any of the costs identified in ATTACHMENT I — STATEMENT OF WORK, SCHEDULE AND BUDGET without the prior, written approval of COMMERCE.

All additional costs incurred as the result of change orders shall be the responsibility of the Contractor. In the event that unforeseen conditions are discovered during the Project implementation, COMMERCE reserves the right to revise the Project Documents.

The Contractor shall be responsible for obtaining all permits, licenses, approvals, certifications, and inspections required by federal, state, or local law and to maintain such permits, licenses, approvals, certifications, and inspections in current status prior or during the term of this Contract.

The Contractor understands and agrees that all BRLF Grant funds provided by COMMERCE shall be used for site assessment activities on the Property identified in Attachment II — Legal Description of Property.

Funds used for any and all work performed on the Property for which BRLF funds are conditioned upon the Contractor requiring the full compliance of any sub-contractors with the Project Documents and this Contract.

16. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
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17. PREVAILING WAGE

All contractors and subcontractors performing work on a construction project funded through this Contract shall comply with prevailing wage laws by paying the higher of state or federal prevailing wages according to:

State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for Board's review upon request;

The Davis Bacon Act, 40 USC 276a-276a-5 and related federal acts provide that all laborers and mechanics employed by contractors or subcontractors in the performance shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

The Contractor agrees that the Contractor is legally and financially responsible for compliance with the prevailing wage requirements. Contractor is advised to consult the United States Department of Labor and Washington State Department of Labor and Industries websites to determine the federal and State prevailing wages that must be paid. Contractor agrees to follow Davis Bacon Prevailing Wage Terms and Conditions per Attachment VIII of this agreement.

18. FEDERAL EXCLUSION

These terms add to the terms in Section 11 Certification Regarding Debarment, Suspension or Ineligibility and Voluntary Exclusion — Primary and Lower Tier Covered Transactions in General Terms and Conditions. The Contractor also agrees to access the Federal Exclusion List at www.sam.gov and provide Federal Exclusion documentation to COMMERCE and to keep a copy on file with the Contractor's project records.

19. REGISTRATION WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM)

By signing this Contract, the Contractor accepts the requirements stated in 48 CFR 52.204-7 to register with the System for Award Management at the SAM website (<https://www.sam.gov>). To register in SAM, a valid Unique Entity Identifier (UEI) is required. The Contractor is responsible for the accuracy and completeness of the data within the SAM database and for any liability resulting from the Government's reliance on inaccurate or incomplete data. The Contractor must remain registered in the SAM database after the initial registration. The Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in SAM to ensure it is current, accurate and complete. The Contractor shall provide evidence documenting registration and renewal of SAM registration to COMMERCE.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the Contractor cures this noncompliance.

20. RECORDKEEPING AND ACCESS

The Contractor agrees to maintain project information including executed contracts, invoices, correspondence, and other documents sufficient to evidence in proper detail the nature and propriety of the site assessment and expenditures. The Contractor shall submit a statement of any contributions of money, labor, materials, or services utilized in the completion of the project

COMMERCE, COMMERCE's agents, the Site Manager, and duly authorized officials of the state and federal governments shall have full access to the project site and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the Contractor and of persons, firms, or organizations with which the Contractor may contract, involving transactions related to this project and this Contract.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
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The Contractor's financial reporting system shall track the eligible use of BRLF funds by site, identify grant and matching funds for site assessment, cleanup and associated development, maintain records based upon federal or non-federal sources, and provided information for an annual financial statement to be submitted to COMMERCE.

The Contractor agrees to retain these records for a period of six (6) years from the date that the debt is retired. This includes but is not limited to financial reports. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

21. REPORTS

The Contractor, at such times and on such forms as COMMERCE may require, shall furnish COMMERCE with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Contract including, but not limited to:

- A. Prevailing Wage decisions and/or changes
- B. Disadvantaged Business Enterprises utilization
- C. Project Status Reports with each Invoice Voucher
- D. Project Completion Report (as described in Section 10)
- E. Other reports as COMMERCE may require.

In the event of the Contractor's noncompliance or refusal to comply with the requirement stated above, COMMERCE reserves the right to suspend payment until the Contractor cures this noncompliance.

22. AMENDMENTS, MODIFICATIONS, ASSIGNMENTS, AND WAIVERS

These terms supersede the terms in Section 5 Amendments in General Terms and Conditions.

The Contractor may request an amendment of this Contract for the purpose of modifying the Attached STATEMENT OF WORK, SCHEDULE AND BUDGET, or by extending the time of performance as provided for in Section 9. Any revision to the STATEMENT OF WORK, SCHEDULE AND BUDGET, or location of the project must be approved in writing by COMMERCE prior to such change becoming effective. No modification or amendment resulting in an extension of project completion shall take effect until a request in writing has been received, approved by COMMERCE, and approved in writing by both COMMERCE and the Contractor and attached hereto in accordance with Section 9.

The Contractor shall not assign or attempt to assign directly or indirectly any of its rights under this Contract, or under any instrument referred to herein, without the prior written consent of COMMERCE. The Contractor shall not assign all or any portion of the Property made the subject of this Contract without the prior written consent of COMMERCE. As a condition of approval, COMMERCE reserves the right to demand payment in full of the outstanding principal balance of the grant.

No conditions or provisions of this Contract may be waived unless approved by COMMERCE in writing. No waiver of any default or breach by any party shall be implied from any failure to take action upon such default or breach, if the default of breach persists or repeats.

Any forbearance by COMMERCE with respect to any of the terms and conditions of this Contract and associated Project Documents shall in no way constitute a waiver of any of COMMERCE's rights or privileges granted hereunder.

23. TERMINATION FOR CAUSE

These terms supersede the terms in Section 45 Termination for Cause in General Terms and Conditions.

Failure to perform the duties associated with this Contract in a timely manner may constitute default of this Contract and require the immediate repayment of any funds disbursed.

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Any representation or warranty made herein or in any report, certificate, financial statement, or other instrument furnished in connection with this Contract or the Project Documents proven to be false in any material respect may constitute default of this Contract and require the immediate repayment of any funds disbursed.

If COMMERCE concludes that the Contractor has failed to comply with the terms and conditions of this Contract, or has failed to use the grant proceeds only for those activities identified in the Attachment I-STATEMENT OF WORK, SCHEDULE AND BUDGET, or has otherwise materially breached one or more of the covenants in this Contract, COMMERCE may at any time, at its discretion, upon notice to the Contractor, terminate the Contract and/or its attached agreements in whole or in part, and declare the entire remaining balance of the grant, together with any interest accrued, immediately due and payable in full. Such Notice of Termination for Cause shall be in writing, shall state the reason for such termination, and shall specify the effective date of the termination. The effective date of the termination will be determined by COMMERCE. Such notice shall inform the Contractor of the breach of the relevant covenant and shall allow the Contractor at least thirty (30) business days to cure such breach, if curable. The notice shall instruct the Contractor that, if the breach is not cured or cannot be cured within thirty (30) business days, the outstanding balance of the grant shall be due and payable. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

24. TERMINATION FOR CONVENIENCE

These terms supersede the terms in Section 46 Termination for Convenience in General Terms and Conditions.

COMMERCE may terminate this Contract in the event that federal or state funds are no longer available to COMMERCE, or are not appropriated for the purpose of meeting COMMERCE's obligations under this Contract. COMMERCE shall notify the Contractor in writing of its determination to terminate and the reason for such termination. The effective date of the termination will be determined by COMMERCE. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination. Nothing in this section shall affect Contractor's obligations to repay the unpaid balance of the grant.

25. PROJECT SIGNS

The Contractor agrees to erect a sign(s) on the Property stating that the Project is being financed in part by an EPA grant and in cooperation with the Washington State Department of Commerce. Additional signage must include contacts for obtaining information on activities being conducted at the Project Site and for reporting Davis-Bacon Compliance, suspected criminal activities, and health and safety rules. Any sign(s) erected on the Project Site shall comply with all requirements of the state and local law applicable to on premise outdoor advertising.

26. INDEMNIFICATION

These terms supersede the terms in Section 21 Indemnification in General Terms and Conditions.

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

27. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

As mandated by the EPA, the Contractor agrees to comply with the requirements of the EPA's Program for Utilization of Small, Minority Business Enterprises, and Women's Business Enterprises (MBE/WBE) in procurement under this Contract. The Contractor is required to follow the requirements identified in Attachment IV: Disadvantaged Business Enterprise Requirements.

By signing this Contract, the Contractor accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Washington State Office of Minority and Women's Business Enterprises. The Contractor attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington State Office of Minority and Women's Business Enterprises. The goals for the utilization of disadvantaged businesses are stated in Attachment IV: Disadvantaged Business Enterprise Requirements.

The Contractor is required to furnish COMMERCE with such periodic reports as the Department may request pertaining to the utilization of disadvantaged businesses.

28. NONDISCRIMINATION PROVISION

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60.RCW, Washington's Law Against Discrimination, and 42 USC 12101 et. seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in the Attachment STATEMENT OF WORK, SCHEDULE AND BUDGET.

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

29. PROHIBITION STATEMENT

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the Contractor's contractors, subcontractors, engineers, vendors, and any other entity *shall comply with and include the following terms and conditions in all contracts* for work or services listed in the Attachment I- STATEMENT OF WORK, SCHEDULE AND BUDGET:

"All forms of trafficking in persons, illegal sex trade, or forced labor practices are prohibited in the performance of this award or subawards under the award, or in any manner during the period of time that the award is in effect. This prohibition applies to you as the recipient, your employees, subrecipients under this award, and subrecipients' employees."

If any term of this section is violated, this contract may be terminated.

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30. FALSE, INCORRECT, OR INCOMPLETE INFORMATION OR CLAIM

The Contractor warrants that the Contractor neither has submitted nor shall submit any information that is materially false, incorrect, or incomplete to COMMERCE.

The Contractor is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursements of EPA funds is basis for criminal, civil, or administrative fines and/or penalties.

31. ACCURACY OF FINANCIAL INFORMATION

The Contractor warrants that all financial statements and related information furnished by the Contractor have been prepared under Generally Accepted Accounting Procedures (GAAP) or tax basis, and fully represents to the best of the Contractor's knowledge, the financial condition of the Contractor as of the dates and for the periods indicated.

The Contractor covenants that since the date of such statements, the Contractor is unaware of any materially adverse change in the business property, operations, or condition (financial or otherwise) that would impair the Contractor's ability to repay the grant.

32. INTERNAL CONTROL

The Contractor must designate one person as fiscal coordinator of the grant. Only one signature is required to request reimbursement of expenditures from COMMERCE. However, in the absence of the fiscal coordinator, or in other circumstances, a second person must be authorized to sign on the reimbursement request form.

The Contractor must maintain effective internal controls and accountability for the grant funds by complying with financial management standards and GAAP.

33. LITIGATION

The Contractor warrants that there is no threatened or pending litigation, investigation, or legal action before any court, arbitrator, or administrative agency that, if adversely determined, would have a materially adverse effect on the Contractor's ability to repay the grant.

34. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance

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coverage, the designated beneficiary who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Automobile Liability. In the event that performance pursuant to this Contract involves the use of vehicles, owned or operated by the Contractor or its Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Contract shall be \$100,000 or the highest of planned reimbursement for the Contract period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subcontractors that receive \$10,000 or more per year in funding through this Contract shall secure fidelity insurance as noted above. Fidelity insurance secured by Subcontractors pursuant to this paragraph shall name the Contractor as beneficiary.

Contractors and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractor's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Contract.

35. INDIRECT COSTS

Pursuant to CERCLA 104(k)(4)(B), indirect costs are not eligible for reimbursement under this Contract.

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36. SMALL BUSINESS IN RURAL AREAS (SBRA)

The Contractor shall use the following affirmative steps: place SBRA's on solicitation lists; make sure that SBRA's are solicited whenever there are potential sources; divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRA's; establish delivery schedules, where the requirements of work permit, which would encourage participation by SBRA's; and, use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

37. LAWS

These terms add to the terms in Section 24 Laws in General Terms and Conditions.

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. Audits

Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200 and 1500— Audit Requirements.

B. Environmental Protection and Review

National Historic Preservation Act of 1966, Public Law 89-665 as amended.

Endangered Species Act, Public Law 93-205 as amended

Clean Water Act of 1977, Public Law 95-217 as amended

Safe Drinking Water Act, Public Law 93-523 as amended

Clean Air Act, Public Law 84-159 as amended

Rehabilitation Act of 1973, Section 504 as implemented by Executive Orders 11914 and 11250

Resource Conservation and Recovery Act (RCRA) Section 6002

38. FRAUD AND OTHER LOSS REPORTING

Contractor/Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

39. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and State of Washington statutes and regulations.
- EPA Terms and Conditions
- Special Terms and Conditions including attachments.
- General Terms and Conditions.
- Attachment I — Statement of Work, Schedule and Budget
- Attachment II — Legal Description of Property
- Attachment III — Administrative Prohibition and Eligible Costs
- Attachment IV — Disadvantaged Business Enterprise Requirements
- Attachment V — Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Attachment VI — Approval / Decision Memorandum.
- Attachment VII — EPA General Terms and Conditions
- Attachment VIII --- Davis Bacon Terms and Conditions

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Contract based on an allocation plan that reflects allowable administrative costs that support services provided under each Contract administered by the Contractor. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

3. ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

4. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. APPROVAL

This contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

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8. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

10. AUDIT

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a six-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a six-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- C. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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E. LOWER TIER COVERED TRANSACTIONS

- i. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

- F. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
- 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - 2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

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14. CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Contractor in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Contractor and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Commerce program administering this contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

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17. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

18. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

20. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of, or resulting from, the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

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Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

22. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

23. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

24. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

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The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

29. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES

The Contractor shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Contractor shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

30. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

31. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

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32. PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

33. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200 and 1500, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Contract.

The Grantee's procurement system should include at least the following:

- A. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
 - B. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
 - C. Minimum procedural requirements, as follows:
 - i. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - ii. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - iii. Positive efforts shall be made to use small and minority-owned businesses.
 - iv. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - v. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - vi. Some form of price or cost analysis should be performed in connection with every procurement action.
 - vii. Procurement records and files for purchases shall include all of the following:
 - a. Contractor selection or rejection.
 - b. The basis for the cost or price.
 - c. Justification for lack of competitive bids if offers are not obtained.
 - viii. A system for contract administration to ensure Contractor conformance with terms, conditions and specifications of this Contract, and to ensure adequate and timely follow-up of all purchases.
 - D. Contractor and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Contract to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Contract is expected to exceed \$5,000.
- Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

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34. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

35. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

36. RECAPTURE

In the event that the Contractor fails to perform this contract in accordance with state laws, federal laws, and/or the provisions of this contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this contract.

37. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

38. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

39. RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

40. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

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41. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

42. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

43. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

44. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

45. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

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46. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

47. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor, under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

48. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the

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performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

49. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

50. WORK HOURS AND SAFETY STANDARDS

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)-Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers must include a provision for compliance with Section 102 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each subcontractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Attachment I: Statement of Work, Schedule and Budget

The City will do a Phase I Environmental Site Assessment at least 180 days before acquiring the property. Once acquisition takes place and the site is owned by City of Ridgefield cleanup activities may begin.

The City will remediate the hazardous waste on the Property by removing and disposing off-site contaminated soil to a depth of 15 feet below ground surface. The soil excavation extent includes an approximately 1,700-square-foot area to approximately 15 feet below ground surface and a 300-square-foot area to 3 feet below ground surface (approximately 1,000 cubic yards total). Confirmation samples will be collected from excavation sidewalls. The excavation will be backfilled with clean, imported fill to existing ground surface and compacted, with replacement in kind of disturbed paved areas. If encountered, groundwater from the soil excavation will be captured and treated prior to disposal.

Additionally, groundwater will be treated in situ on the Property and on the adjoining parcels to the north using injection points to treat PCE. The treatment area is 9,700 square feet at an average depth of 5 to 15 feet below ground surface. The remediation material is a reducing agent with enhanced bioremediation (i.e., 43,450 pounds of anaerobic EHC™ bioremediation amendment followed by 30 liters of microorganism inoculation to enhance degradation).

Three new groundwater wells will be installed in the lower WBZ to confirm the vertical extent of contamination. These new wells will be sampled quarterly. In existing wells, groundwater monitoring will generally be conducted every 18 months, alternating dry (e.g., September) and wet (e.g., March) seasons, until CULs are achieved. In addition, quarterly confirmation monitoring will be conducted in wells north and east of the Property. Confirmation monitoring will be conducted in all site wells where groundwater has not previously met CULs for at least four consecutive events. All monitoring wells will be decommissioned once CULs are met in four quarters of monitoring.

Oversight

The City of Ridgefield will use a competitive bidding process to select a contractor to construct the proposed remedy. They will continue to use the services of a professional environmental engineer to supervise the work and monitor the cleanup. The Department of Ecology will review test samples and determine if the cleanup activities successfully cleaned-up the site. The principal agents are:

- City:

Steve Stuart, City Manager
City of Ridgefield
Phone: (360) 887-3557
- City's Engineer:

Steve Taylor, PE
Maul Foster & Alongi, Inc.
Phone: (503) 680 5315
- Dept of Ecology:

Rebecca S. Lawson, PE, LHG, Project Coordinator
Dept of Ecology, Southwest Regional Office
Phone: (360) 407-6241

Estimated Remediation Costs

PROJECTED COSTS	
Excavation and Disposal	\$738,670
Targeted Groundwater Remediation	\$350,570

Permitting and Technical Services	\$175,950
Remedial Action Subtotal:	\$1,265,190
Contingency (30 %)	\$379,557
Local and State Sales Tax (8.40%)	\$106,275
Remedial Action Total	\$1,751,020
Monitoring and Maintenance	\$400,980
Total Estimated Costs	\$2,152,000
SOURCE OF FUNDS	
City of Ridgefield	\$157,000
Ecology RAG (requested)	\$1,800,000
BRLF Loan / Grant	\$195,000
Total Funding Sources:	\$2,152,000

D. Project Schedule

	Start Date	Target Date
BRLF Decision Memorandum & Contract	Jan 2023	Feb 2023
Phase I Environmental Site Assessment	Feb 2023	Feb 2023
Finalize Consent Decree	Feb 2023	Mar 2023
Prepare and Submit Final Engineering Design Report	April 2023	June 2023
Conduct Baseline Groundwater Sampling	July 2023	July 2023
Community Relations Plan	Feb 2023	Feb 2023
Cleanup Activities		
• Prepare Bid Package	May 2023	June 2023
• Competitive Procurement	June 2023	July 2023
• Remediate Site	August 2023	Nov 2023
• Submit Remedial Action Completion Report	Nov 2023	Jan 2024
• Groundwater Monitoring (30 years) and Reporting	Jan 2024	Jan 2054
• Opinion Letter from Ecology	Jan 2025	Jan 2025

Attachment II: Legal Description of Property

PROJECT NAME: Parks Laundry

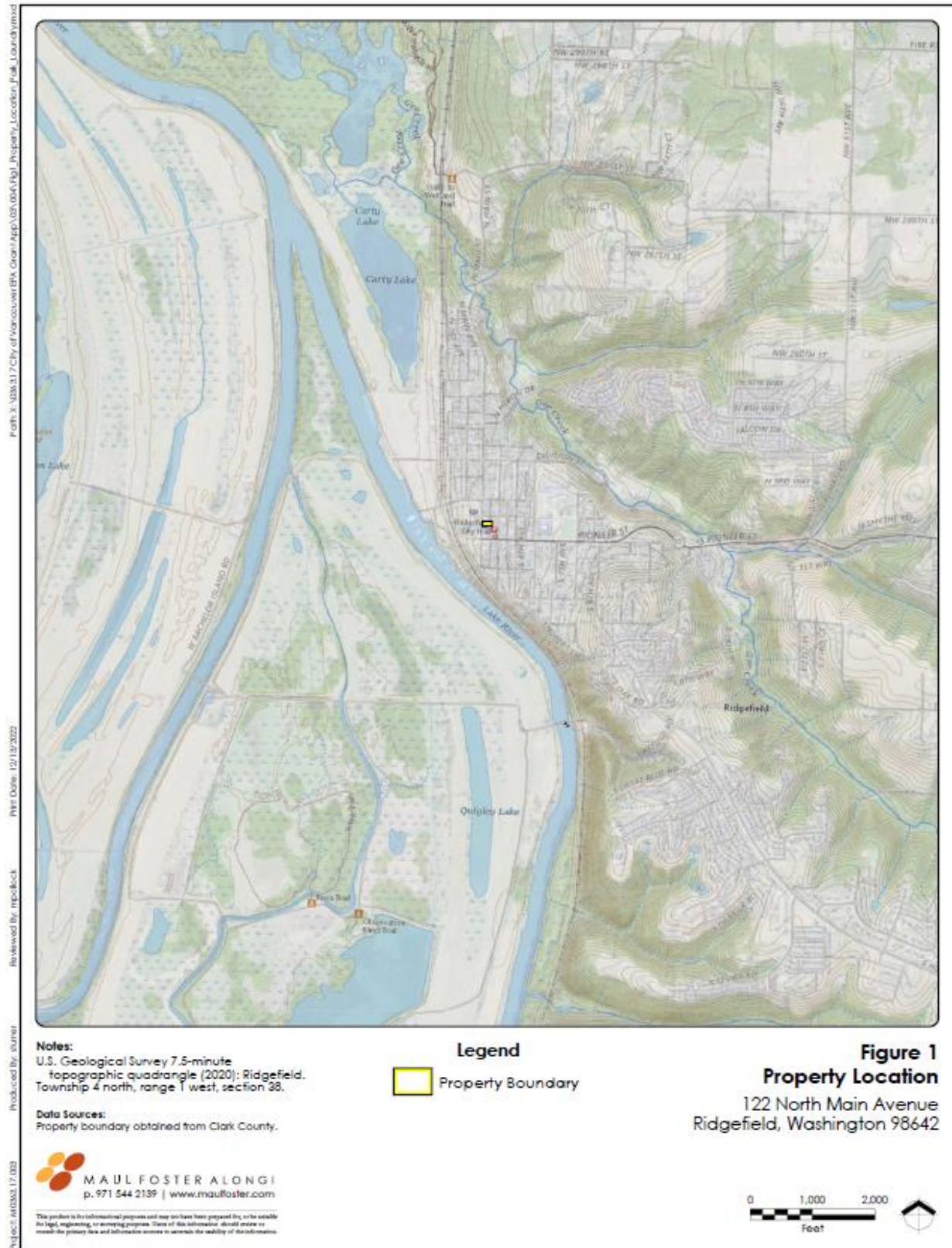
PROJECT DESCRIPTION: The approximately .06 acre or 2,500 sq. ft. parcel property is located at 122 N Main Ave, Ridgefield, WA 98642

Clark COUNTY ASSESSOR PARCEL ID#: 71040000

LEGAL DESCRIPTION: Real Property in the County of Clark, State of Washington, described as follows:

- Section – Township - Range: NE ¼, S24, T4N, T4N, R1W





Attachment III — Administrative Prohibition and Eligible Costs

CERCLA 104(k)(4)(B) prohibits the use of Brownfields loan or sub-grant funds for all direct administrative costs, including all indirect costs under 2 CFR 200 incurred by the Contractor. Prohibited administrative costs, including salaries, benefits, contractual costs, supplies, and data processing charges, are those costs incurred for Brownfields loan or sub-grant administration and overhead costs such as:

INELIGIBLE ADMINISTRATIVE COSTS:

- a. **Direct costs** for a Brownfields loan or sub-grant administration are ineligible even if the Contractor is required to carry out the activity under the Brownfields loan or sub-grant. Ineligible Brownfields loan or sub-grant administration direct costs include expenses for:
 - (1) Preparation of applications for Brownfields loans, grants, or sub-grants;
 - (2) Maintaining and operating financial management systems and personnel systems; and
 - (3) Audits.
- b. **Overhead costs** by the Contractor that do not directly clean up Brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in Brownfields loans or sub-grants include expenses for:
 - (1) Salaries, benefits and other compensation for person(s) who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel, senior management or officers);
 - (2) Facility costs such as depreciation, utilities, and rent on the borrower's administration offices (sometimes classified as indirect costs); and
 - (3) Supplies and equipment not used directly for cleanup at the site.
- c. **Indirect costs** are any costs that are incurred for common or joint purposes and are ineligible under a Brownfields loan or sub-grant. Indirect costs generally originate from central governmental/organization services distributed through the central service cost allocation plan and not otherwise treated as direct costs. They benefit more than one cost objective and cannot be readily identified with a particular final cost objective (specific cleanup activity).

Typical examples of indirect costs may include: general administration or central service costs performed within the Contractor's department or agency from, accounting and personnel services, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, charges such as information technology support allocated to the agency, procurement/general services costs, etc. Indirect costs are normally charged to federal awards by the use of an indirect cost rate. Some agencies/organizations may have both overhead and indirect costs in which both are prohibited administrative costs.

ELIGIBLE ADMINISTRATIVE COSTS:

The Brownfields Law (CFDA No. 66.818) provides that the administrative cost prohibition does not apply to "*programmatic costs*." Eligible programmatic costs are expenses incurred for activities that are integral to achieving the purpose of the program. For example, programmatic costs such as:

- a. Direct costs by the Contractor for progress reporting to Commerce are eligible programmatic costs.
- b. VCP or State cleanup program fees associated with the cleanup.
- c. Costs required to purchase insurance.
- d. Costs incurred by the Contractor for complying with procurement provisions of 40 CFR Parts 30 and 31 are eligible programmatic costs only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls. Costs incurred for complying with procurement if the procurement contract is for services or products that are direct costs of activities specified in statutory exceptions, i.e., design and performance of a cleanup action; or monitoring a natural resource for contamination.
- e. Costs for performance and programmatic financial reporting required under 40 CFR 30.51 and 30.52, and 40 CFR 31.40 and 31.41. Performance and financial reporting are essential programmatic tools

for both the recipient and USEPA to ensure that Brownfields loans or sub-grants are carried out in accordance with statutory and regulatory requirements.

- f. Costs associated with enforcing institutional controls used to prevent human exposure to hazardous substances at the Brownfields site.

Attachment IV — Disadvantaged Business Enterprise Requirements

GENERAL COMPLIANCE, 40 CFR, Part 33

The Contractor agrees to comply with the requirements of Environmental Protection Agency's Disadvantaged Business Enterprise (DBE) Program for procurement activities under this Contract, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) reporting is required in annual reports. Reporting is required for Contracts where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted under for direct procurement that exceeds the threshold amount of \$150,000.00, including amendments and/or modifications.

The Contractor is required to submit MBE/WBE participation reports (EPA Form 5700-52A) to Commerce, on a quarterly basis, beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. All procurement actions are reportable, not just that portion which exceeds \$150,000.00.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

The following are exemptions from the fair share objective Requirements:

- Grant and loan recipients receiving a total of \$250,000.00 or less in EPA financial assistance in a given fiscal year.
- Tribal recipients of Performance Partnership Eligible grant under 40 CFR Part 35, Subpart B.
 - o There is a 3-year phase in period for the requirement to negotiate fair share goals for Tribal and Insular Area recipients.
- Recipients of Technical Assistance Grants.

The Fair Share Objectives or goals for the utilization of disadvantaged businesses negotiated with EPA by the WA Office of Minority Women Business are stated below.

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased	10% MBE	4% WBE

By signing this Contract, the Contractor is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as WA Office of Minority Women Business goal is being adopted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the Contractor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained. The six good faith efforts shall include:

- A. Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing the Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

- B. Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- C. Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- D. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. If the prime contractor awards subcontracts, also require the prime contractor to take the five good faith efforts in paragraphs A through E above.

NATIVE AMERICANS PROVISIONS, 40 CFR, Section 33.304

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.304. Any Contractor, whether or not Native American, is required to solicit and recruit Indian organizations and Indian-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts. If the efforts to solicit and recruit Indian organizations and Indian-owned economic enterprises is not successful, then the Contractor must follow the six good faith efforts.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, and Section 33.302

The Contractor agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The Contractor agrees to require all general contractors to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its Disadvantaged Business Enterprise subcontractors, engineers, vendors, and any other entity for work or services listed in the declared SCOPE OF WORK. These two (2) forms may be obtained from the EPA Office of Small Business Program's website on the internet at <http://www.epa.gov/osbp/grants.htm>.

The Contractor agrees to require all general contractors to complete and submit to the Contractor and Environmental Protection Agency EPA Form 6100-4 DBE Subcontractor Utilization Form beginning with the Federal fiscal year reporting period the Contractor receives the award and continuing until the project is completed. Only procurements with certified MBENVBEs are counted toward a Contractor's MBENVBE accomplishments.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

The Contractor is also required to create and maintain bidders list if the Contractor of the loan or grant is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Attachment V — Certification Regarding Debarment, Suspension, and Other Responsibility Matters



United States Environmental Protection Agency
Washington, DC 20460

BROWNFIELDS REVOLVING LOAN FUND

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Steve Stuart City Manager

Printed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

Attachment VI — Approval / Decision Memorandum



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

APPROVAL / DECISION MEMORANDUM

DATE: 3/1/2023

TO: Steve Stuart, City Manager, City of Ridgefield

FROM: Kari Sample, Brownfields Program Manager

CC: Margaret Olson, U.S. Environmental Protection Agency
Ali Furmall, Washington State Department of Ecology
Rebecca S. Lawson, Site Manager, Southwest Regional Office, Washington State
Department of Ecology

RE: Approval / Decision Memo for BRLF Grant Funds for City of Ridgefield Parks Laundry
Property Site Cleanup Project

The City of Ridgefield has applied for \$195,000 in US Environmental Protection Agency (EPA) and Washington State Department of Commerce's (Commerce) **Brownfields Revolving Loan Fund (BRLF) grant** to fund the Phase I Environmental Site Assessment before acquisition of the property and cleanup of approximately 0.06 acres located at 122 North Main Avenue, Ridgefield, Washington (the Property). The site is located in the downtown core of Ridgefield. The downtown has been targeted for significant revitalization efforts led by the City. The property's central location with great pedestrian and vehicle accessibility would make it ideal site for economic growth and public benefit.

SECTION 1: SITE INFORMATION

A. Location:

The attached exhibits illustrate the location of the Property. The cleanup project consists of one parcel (Clark County parcel 71040000) located at 122 North Main Avenue near Simons Street in Ridgefield, Washington. The Property is relatively flat. The elevations on the western and eastern boundaries are nearly the same.

B. Site History:

A building was constructed on the Property around 1948 and was used by Park Laundry from 1965 to 1977. The laundry service is believed to have included dry cleaning services and self-service, coin-operated washers and dryers. Park Laundry's operations had ceased by 1978. The building was demolished, and the Property was sold in 2000.

C. Previous Investigations and Cleanup Activities:

The following investigations have been completed for the Property:

- **Maul Foster & Alongi, Inc. (MFA) – Phase II Environmental Site Assessment, November 2001:** On behalf of the Port of Ridgefield, MFA conducted a Phase II environmental site assessment on the 204-206 North Main Avenue property, north of the Property. MFA completed three borings (GP-1 through GP-3) and analyzed groundwater samples for volatile organic compounds (VOCs). Detections of tetrachloroethene (PCE) in the three borings were above the Washington State Department of Ecology (Ecology) Model Toxics Control Act (MTCA) Method A cleanup levels (CULs).
- **Hahn and Associates, Inc. (Hahn) - subsurface investigation, July 2006:** Hahn conducted a subsurface investigation on the parcel directly north of the Property. Hahn completed five borings and conducted analysis for VOCs in groundwater samples from four of the borings (B-1 through B-4). PCE detections in all four borings were above MTCA Method A CULs.
- **Clark County Public Health's Environmental Health Division (Clark County Health) – subsurface investigation, October 2006:** Clark County Health completed six borings (PL1 through PL6) on and directly north of the Property to collect soil and groundwater samples. Soil samples were collected from the saturated zone, and groundwater samples were collected in the upper water-bearing zone (WBZ). The samples were analyzed for VOCs. Concentrations of PCE in soil exceeded MTCA Method A CULs in PL2, PL3, and PL5. PCE in groundwater exceeded MTCA Method CULs in PL2 through PL5. The investigation conducted by Clark County Health led Ecology to place the Property in the Confirmed and Suspected Contaminated Sites database on January 4, 2007.
- **EPA and Ecology and Environment, Inc. (E&E) – subsurface investigation, April 2008:** EPA and E&E conducted testing from 24 borings (BG01 and GP01 through GP23) on and near the Property. Soil was collected and analyzed from the saturated zone and from the vadose zone directly above groundwater from borings BG01 and GP01 through GP15. Groundwater samples were collected and analyzed from all 24 borings in the upper WBZ. Chlorinated solvents were detected on and near the Property above MTCA Method A CULs (soil from borings GP02, GP07, GP08, GP11, and GP14; and groundwater from GP02 through GP08, GP11 through GP17, and GP19).

- **MFA – remedial investigation, 2010 through 2019:** MFA’s remedial investigation activities began in 2010, with an investigation characterizing soil, groundwater, and soil vapor. Initial results did not fully define the extent of contamination, and further investigations were completed for both soil and groundwater. Groundwater results in relation to local homes and businesses indicated the possibility of vapor intrusion, supporting the need for a vapor intrusion investigation. MFA installed monitoring wells between 2011 and 2013. Most groundwater monitoring wells were sampled quarterly through 2019.

SECTION 2: RELEASE OF HAZARDOUS MATERIALS

A. Confirmed Release

1. Soil Contaminants of Concern

PCE is the primary contaminant of concern in soil. Soil samples were collected in 2010 and 2011 and included soil sampled at the surface (0 to 0.5 foot below ground surface [bgs]), directly above the water table (5 feet bgs) and collocated with groundwater sampling at depth. Beneath the Property and in the immediate vicinity, concentrations of PCE at 5 feet bgs generally correspond to those at the surface, but are most often at slightly lower concentrations, indicating that contamination likely originated from the surface. Elevated concentrations of PCE in soil below the water table correlate to elevated concentrations in groundwater beneath the Property and the two vacant lots located directly north of the Park Laundry property (i.e., the Source Area). The extent of the soil impacts as deep as 15 feet bgs are generally confined to the eastern end of the Property and the adjacent properties to the south and north (which corresponds to an area directly behind the former Park Laundry building).

2. Groundwater Contaminants of Concern

PCE and trichloroethene (TCE) are the primary contaminant of concern in groundwater and contamination is confined to the upper WBZ. Quarterly groundwater sampling identified the highest concentrations of PCE in samples collected north of the Property and within the Source Area, with the PCE plume generally extending to the north-northwest of the Property, covering an approximately 22-acre area. TCE has also been detected in select monitoring wells located north and west of the Property. None of the other subsequent breakdown products (i.e., cis-1,2-dichloroethene, trans-1,2-dichloroethene, or vinyl chloride) have been detected in any of the monitoring wells.

B. Chemicals of Concern

Chemicals of concern found in soils on and near the Property above MTCA Method A CULs include PCE. In groundwater, PCE and TCE were found at levels that exceed MTCA Method A CULs. Soil gas contained PCE, TCE, and vinyl chloride above MTCA Method B screening levels. Contamination has been found in soils down to a depth of 21.5 feet bgs, and in groundwater down to a depth of 89 feet bgs.

C. Authorized Substance

The results of previous environmental investigations identified PCE and/or TCE at concentrations exceeding MTCA Method A CULs on and surrounding the Property. EPA categorizes PCE and TCE as hazardous waste from non-eligibility sources (40 CFR 261.31). The limitations to EPA response outlined in CERCLA 104(a)(3) does not apply. The above release does not involve:

- (1) a naturally occurring substance from a location where it is naturally found;
- (2) a product that is part of the structure, and results in exposure within, a residential building or business or community structure; or
- (3) a public or private drinking water supply that has deteriorated through ordinary use.

D. Threat To Public Health

Hazardous substances as defined by MTCA are present at the Property above relevant CULs. Hazardous substances are known to be harmful to human health. The Property is located in the heart of downtown Ridgefield with significant pedestrian traffic. It is adjacent to a public skate park and the local police station. Cleanup of the Property will address potential public health impacts from the Property.

E. Sufficient Time

Sufficient time is available to plan and select a BRLF response, implement a community relations plan and gather public input regarding the proposed redevelopment before any on-site cleanup activities may take place.

F. Responsibility for the Release

Commerce concurs with Ecology's designation that the site is a brownfield. It agrees that the City did not cause or contribute to the environmental contamination of the Property. In addition, it agrees with Ecology's finding that no liable parties with sufficient means to provide for the cleanup exist. Finally, the Property has not been assessed, investigated, or cleaned up by a person or entity that is a potentially liable party under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). Therefore, Commerce has determined that the City is eligible to receive financial assistance from the BRLF program.

SECTION 3: SITE ELIGIBILITY

A. Authorization:

As explained in the previous section, the City did not cause or contribute to the contamination of the Property. Prior to purchasing the site, the City will conduct All Appropriate Inquiries in accordance with CERCLA Section 101(35), therefore, in accordance with CERCLA Section 107 (b) (3), the City will be protected from liability as a potentially responsible party.

Since hazardous VOCs are the predominant chemicals of concern, Commerce is requesting from EPA a site-eligibility determination that the former Park Laundry site is eligible for funding from the Washington Coalition's BRLF.

B. Subgrantee / Borrower Eligibility

The City of Ridgefield was organized in 1909 after a vote of the people as a quasi-municipal corporation, incorporated pursuant to Chapter 53 of the Revised Code of Washington. The City of Ridgefield's mission statement is: providing the community with superior services, building on proud history, and meeting the challenges that shape our future.

Commerce has determined that the City of Ridgefield is an authorized political subdivision of the State and is eligible to receive BRLF funding. Commerce has confirmed that the City of Ridgefield intends to purchase the Property after conducting AAI and will become the registered owner of the Property.

C. Circumstances Prompting Request for Site-Eligibility Determination

The City proposes to cleanup the contamination on the Property and redevelop the Property for public use. The cost of cleanup for the former Park Laundry site is approximately \$1,800,000. The City will be using a combination of remedial action grant (RAG) funding from Ecology and leveraging BRLF grant funding. Therefore, the City is requesting \$195,000 in financial assistance from the Washington BRLF to be used to match funding from the RAG.

D. Health and Safety

The City proposes to remediate the hazardous waste on the Property by removing and disposing off-site contaminated soil to a depth of 15 feet bgs. The excavation will be backfilled with clean, imported fill to existing ground surface. Groundwater will be treated in situ on the Property and on the adjoining parcels to the north using injection points to treat PCE. Groundwater monitoring will be conducted to ensure that groundwater CULs are achieved.

E. Economic Development

Downtown Ridgefield is on the cusp of potentially significant change that is being brought by rapid population growth and a steady increase in economic development within the city limits. The economics of the downtown core could be adversely impacted by planned development east of downtown (e.g., 45th Avenue and Pioneer and Ridgefield Junction).

The Property can support downtown revitalization. The property is not likely to be redeveloped in a private sector/market driven scenario and will require public investment to make redevelopment financially feasible because of contamination.

Future development and job creation on the Ridgefield waterfront will contribute substantially to determining the future character and success of the historical downtown core area.

Public investment in these properties could provide substantial economic benefits to the downtown area and is likely the only way these properties will be cleaned up and redeveloped.

F. Parks and Greenways

This proposal does not include the addition of any park space or greenways.

SECTION 4: PROPOSED CLEANUP PROJECT

A. City of Ridgefield Cleanup Plan

The City proposes to remediate the hazardous waste on the Property by removing and disposing off-site contaminated soil to a depth of 15 feet bgs. The soil excavation extent includes an approximately 1,700-square-foot area to approximately 15 feet bgs and a 300-square-foot area to 3 feet bgs (approximately 1,000 cubic yards total). Confirmation samples will be collected from excavation sidewalls. The excavation will be backfilled with clean, imported fill to existing ground surface and compacted, with replacement in kind of disturbed paved areas. If encountered, groundwater from the soil excavation will be captured and treated prior to disposal.

Additionally, groundwater will be treated in situ on the Property and on the adjoining parcels to the north using injection points to treat PCE. The treatment area is 9,700 square feet at an average depth of 5 to 15 feet bgs. The remediation material is a reducing agent with enhanced bioremediation (i.e., 43,450 pounds of anaerobic EHC™ bioremediation amendment followed by 30 liters of microorganism inoculation to enhance degradation).

Three new groundwater wells will be installed in the lower WBZ to confirm the vertical extent of contamination. These new wells will be sampled quarterly. In existing wells, groundwater monitoring will generally be conducted every 18 months, alternating dry (e.g., September) and wet (e.g., March) seasons, until CULs are achieved. In addition, quarterly confirmation monitoring will be conducted in wells north and east of the Property. Confirmation monitoring will be conducted in all site wells where groundwater has not previously met CULs for at least four consecutive events. All monitoring wells will be decommissioned once CULs are met in four quarters of monitoring.

B. Oversight

The City of Ridgefield will use a competitive bidding process to select a contractor to construct the proposed remedy. They will continue to use the services of a professional environmental engineer to supervise the work and monitor the cleanup. The Department of Ecology will review test samples and determine if the cleanup activities successfully cleaned-up the site. The principal agents are:

City: Steve Stuart, City Manager
City of Ridgefield
Phone: (360) 887-3557

City's Engineer: Steve Taylor, PE
Maul Foster & Alongi, Inc.
Phone: (503) 680 5315

Dept of Ecology: Rebecca S. Lawson, PE, LHG, Project Coordinator
Dept of Ecology, Southwest Regional Office
Phone: (360) 407-6241

C. Estimated Remediation Costs

PROJECTED COSTS	
Excavation and Disposal	\$738,670
Targeted Groundwater Remediation	\$350,570
Permitting and Technical Services	\$175,950
Remedial Action Subtotal:	\$1,265,190
Contingency (30 %)	\$379,557
Local and State Sales Tax (8.40%)	\$106,275
Remedial Action Total	\$1,751,020
Monitoring and Maintenance	\$400,980
Total Estimated Costs	\$2,152,000
SOURCE OF FUNDS	
City of Ridgefield	\$157,000
Ecology RAG (requested)	\$1,800,000
BRLF Loan / Grant	\$195,000
Total Funding Sources:	\$2,152,000

E. Project Schedule

	Start Date	Target Date
BRLF Decision Memorandum & Contract	Jan 2023	Feb 2023
Phase I Environmental Site Assessment	Feb 2023	Feb 2023
Finalize Consent Decree	Feb 2023	Mar 2023
Prepare and Submit Final Engineering Design Report	April 2023	June 2023
Conduct Baseline Groundwater Sampling	July 2023	July 2023
Community Relations Plan	Feb 2023	Feb 2023
Cleanup Activities		
• Prepare Bid Package	May 2023	June 2023
• Competitive Procurement	June 2023	July 2023

• Remediate Site	August 2023	Nov 2023
• Submit Remedial Action Completion Report	Nov 2023	Jan 2024
• Groundwater Monitoring (30 years) and Reporting	Jan 2024	Jan 2054
• Opinion Letter from Ecology	Jan 2025	Jan 2025

SECTION 5: APPROVAL

A. Contribution to Brownfields Revitalization

The former Park Laundry project is a cleanup project that started in 2001. The goal of this project is to clean up a contaminated site within the heart of downtown Ridgefield, develop the Property for public use, and demonstrate development activity in Ridgefield that promotes a vibrant and walkable downtown area. The City is seeking to invest a total of \$2.1 million into the site for cleanup and site preparation.

B. Recommendation: APPROVE SITE-ELIGIBILITY ELIGIBILITY REQUEST

The former Parks Laundry Project meets the requirements of CERCLA. The costs and schedule for the proposed due diligence and clean-up activities are within the parameters of the BRLF program requirements. Therefore, Commerce approves the selection of City of Ridgefield Parks Laundry Site Project as an eligible project for a \$195,000 BRLF grant. Commerce will utilize BRLF Grant funds to provide the grant and will proceed to the next phase of the contracting process.

Signed: Kari Sample

Kari Sample, Brownfields Program Manager
Washington State Department of Commerce

Attachment VII — EPA General Terms and Conditions

EPA General Terms and Conditions

Effective October 1, 2021

1. Introduction

(a) The recipient and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions, and restrictions reflected on the official assistance award document. Recipients **must** review their official award document for additional administrative and programmatic requirements. Failure to comply with the general terms and conditions outlined below and those directly reflected on the official assistance award document may result in enforcement actions as outlined in 2 CFR 200.339 and 200.340.

(b) If the EPA General Terms and Conditions have been revised, EPA will update the terms and conditions when it provides additional funding (incremental or supplemental) prior to the end of the period of performance of this agreement. The recipient must comply with the revised terms and conditions after the effective date of the EPA action that leads to the revision. Revised terms and conditions do not apply to the recipient's expenditures of EPA funds or activities the recipient carries out prior to the effective date of the EPA action. EPA will inform the recipient of revised terms and conditions in the action adding additional funds.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR Part 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR Part 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

2.1. Effective Date and Incremental or Supplemental Funding. Consistent with the OMB Frequently Asked Questions at <https://cfo.gov/cofar> on Effective Date and Incremental Funding, any new funding through an amendment (supplemental or incremental) on or after December 26, 2014, and any unobligated balances (defined at 2 CFR 200.1) remaining on the award at the time of the amendment, will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements (2 CFR Parts 200 and 1500).

3. Termination

Consistent with 2 CFR 200.340, EPA may unilaterally terminate this award in whole or in part:

- a. if a recipient fails to comply with the terms and conditions of the award including statutory or regulatory requirements; or
- b. if the award no longer effectuates the program goals or agency priorities. Situations in which EPA may terminate an award under this provision include when:

(i) EPA obtains evidence that was not considered in making the award that reveals that specific award objective(s) are ineffective at achieving program goals and EPA determines that it is in the government's interest to terminate the award;

(ii) EPA obtains evidence that was not considered in making the award that causes EPA to significantly question the feasibility of the intended objective(s) of the award and EPA determines that it is in the government's interest to terminate the award;

(iii) EPA determines that the objectives of the award are no longer consistent with funding priorities for achieving program goals.

Financial Information

4. Reimbursement Limitation

EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as reflected on the award document. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk. See 2 CFR 1500.9.

5. Automated Standard Application Payments (ASAP) and Proper Payment Draw Down

Electronic Payments. Recipients must be enrolled or enroll in the Automated Standard Application for Payments (ASAP) system to receive payments under EPA financial assistance agreements unless:

- EPA grants a recipient-specific exception;
- The assistance program has received a waiver from this requirement;
- The recipient is exempt from this requirement under 31 CFR 208.4; or,
- The recipient is a fellowship recipient pursuant to 40 CFR Part 46.

EPA will not make payments to recipients until the ASAP enrollment requirement is met unless the recipients fall under one of the above categories. Recipients may request exceptions using the procedures below but only EPA programs may obtain waivers.

To enroll in ASAP, complete the ASAP Initiate Enrollment Form located at:

<https://www.epa.gov/financial/forms> and email it to rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.
Durham, NC 27711

Under this payment mechanism, the recipient initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's ASAP account. Approved payments are credited to the account at the financial institution of the recipient organization set up by the recipient during the ASAP enrollment process. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Research Triangle Park Finance Center (RTPFC), at rtpfc-grants@epa.gov or 919-541-5347, or by visiting: <https://www.fiscal.treasury.gov/asap/>.

EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the recipient demonstrates to EPA that receiving payment via ASAP places an undue administrative or financial management burden on the recipient or EPA determines that granting the waiver is in the public interest. Recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R.

Proper Payment Drawdown (for recipients other than states)

a. As required by 2 CFR 200.305(b), the recipient must draw funds from ASAP only for the minimum amounts needed for actual and immediate cash requirements to pay employees, contractors,

subrecipients or to satisfy other obligations for allowable costs under this assistance agreement. The timing and amounts of the drawdowns must be as close as administratively feasible to actual disbursements of EPA funds. Disbursement within 5 business days of drawdown will comply with this requirement and the recipient agrees to meet this standard when performing this award.

b. Recipients may not retain more than 5% of the amount drawn down, or \$1,000 whichever is less, 5 business days after drawdown to materially comply with the standard. Any EPA funds subject to this paragraph that remain undisbursed after 5 business days must be fully disbursed within 15 business days of draw down or be returned to EPA.

c. If the recipient draws down EPA funds in excess of that allowed by paragraph b., the recipient must contact rtpfc-grants@epa.gov for instructions on whether to return the funds to EPA. Recipients must comply with the requirements at 2 CFR 200.305(b)(8) and (9) regarding depositing advances of Federal funds in interest bearing accounts.

d. Information on how to repay EPA via check is available at <https://www.epa.gov/financial/makepayment>. Instructions on how to return funds to EPA electronically via ASAP are available at <https://www.fiscal.treasury.gov/asap/>

e. Failure on the part of the recipient to materially comply with this condition may, in addition to EPA recovery of the un-disbursed portions of the drawn down funds, lead to changing the payment method from advance payment to a reimbursable basis. EPA may also take other remedies for noncompliance under 2 CFR 200.208 and/or 2 CFR 200.339.

f. If the recipient believes that there are extraordinary circumstances that prevent it from complying with the 5-business day disbursement requirement throughout the performance period of this agreement, recipients may request an exception to the requirement by following the procedures specified in RAIN-2018-G06-R. EPA will grant exceptions to the 5-business day disbursement requirement only if the recipient demonstrates that compliance places an undue administrative or financial management burden or EPA determines that granting the exception is in the public interest.

Proper Payment Drawdown for State Recipients

In accordance with 2 CFR 200.305(a), payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR Part 205, Subparts A and B and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies" unless a program specific regulation (e.g. 40 CFR 35.3160 or 40 CFR 35.3560) provides otherwise. Pursuant to 31 CFR Part 205, Subpart A—*Rules Applicable to Federal Assistance Programs Included in a Treasury-State Agreement*, States follow their Treasury-State CMIA Agreement for major Federal programs listed in the agreement. For those programs not listed as major in the Treasury-State agreement, the State follows the default procedures in 31 CFR Part 205, Subpart B—*Rules Applicable to Federal Assistance Programs Not Included in a Treasury-State Agreement*, which directs State recipients to draw-down and disburse Federal financial assistance funds in anticipation of immediate cash needs of the State for work under the award. States must comply with 2 CFR 200.302(a) in reconciling costs incurred and charged to EPA financial assistance agreements at time of close out unless a program specific regulation provides otherwise.

Selected Items of Cost

6. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a

contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

7. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps:

1. Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
2. Multiply the hourly rate by 8 hours. The product is the maximum daily rate.

Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

8. Establishing and Managing Subawards

If the recipient chooses to pass funds from this assistance agreement to other entities, the recipient must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at: <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>.

As a pass-through entity, the recipient agrees to:

1. Be responsible for selecting subrecipients and as appropriate conducting subaward competitions using a system for properly differentiating between subrecipients and procurement contractors under the standards at 2 CFR 200.331 and EPA's supplemental guidance in Appendix A of the EPA Subaward Policy.

(a) For-profit organizations and individual consultants, in almost all cases, are not eligible subrecipients under EPA financial assistance programs and the pass-through entity must obtain prior written approval from EPA's Award Official for subawards to these entities unless the EPA-approved budget and work plan for this agreement contain a precise description of such subawards.

(b) Stipends and travel assistance for trainees (including interns) and similar individuals who are not are not employees of the pass-through entity must be classified as participant support costs rather than subawards as provided in 2 CFR 200.1 *Participant support costs*, 2 CFR 200.1 *Subaward*, and EPA's Guidance on Participant Support Costs.

(c) Subsidies, rebates and similar payments to participants in EPA funded programs to encourage environmental stewardship are also classified as *Participant support costs* as provided in 2 CFR 1500.1 and EPA's Guidance on Participant Support Costs.

2. Establish and follow a system that ensures all subaward agreements are in writing and contain all of the elements required by 2 CFR 200.332(a). EPA has developed a template for subaward agreements that is available in Appendix D of the EPA Subaward Policy.

3. Prior to making subawards, ensure that each subrecipient has a "unique entity identifier." This identifier is required for registering in the System for Award Management (SAM) and by 2 CFR Part 25 and 2 CFR 200.332(a)(1). The unique entity identifier currently is the subrecipient's Data Universal Numbering System (DUNS) number. Information regarding obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled "**Central Contractor Registration/System for Award Management and Universal Identifier Requirements**" T&C of the pass-through entity's agreement with the EPA.

4. Ensure that subrecipients are aware that they are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

(a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.

(b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "**Reporting Subawards and Executive Compensation.**"

(c) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "**Consultant Fee Cap.**"

(d) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "**Management Fees.**"

(e) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

EPA provides general information on other statutes, regulations and Executive Orders on the Grants internet site at www.epa.gov/grants. Many Federal requirements are agreement or program specific and EPA encourages pass-through entities to review the terms of their assistance agreement carefully and consult with their EPA Project Officer for advice if necessary.

5. Ensure, for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

6. Establish and follow a system for evaluating subrecipient risks of noncompliance with Federal statutes, regulations and the terms and conditions of the subaward as required by 2 CFR 200.332(b) and document the evaluation. Risk factors may include:

Prior experience with same or similar subawards;

(a) Results of previous audits;

(b) Whether new or substantially changed personnel or systems, and;

(c) Extent and results of Federal awarding agency or the pass-through entity's monitoring.

7. Establish and follow a process for deciding whether to impose additional requirements on subrecipients based on risk factors as required by 2 CFR 200.332(c). Examples of additional requirements authorized by 2 CFR 200.208 include:

(a) Requiring payments as reimbursements rather than advance payments;

(b) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;

(c) Requiring additional, more detailed financial reports;

(d) Requiring additional project monitoring;

(e) Requiring the non-Federal entity to obtain technical or management assistance, and

(f) Establishing additional prior approvals.

8. Establish and follow a system for monitoring subrecipient performance that includes the elements required by 2 CFR 200.331(d) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.

9. Establish and maintain an accounting system which ensures compliance with the \$25,000 limitation at 2 CFR 200.1, *Modified Total Direct Costs*, if applicable, on including subaward costs in *Modified Total Direct Costs* for the purposes of distributing indirect costs. Recipients with Federally approved indirect cost rates that use a different basis for distributing indirect costs to subawards must comply with their Indirect Cost Rate Agreement.

10. Work with EPA's Project Officer to obtain the written consent of EPA's Office of International and Tribal Affairs (OITA), prior to awarding a subaward to a foreign or international organization, or a subaward to be performed in a foreign country even if that subaward is described in a proposed scope of work.

11. Obtain written approval from EPA's Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR 200.308.

12. Obtain the written approval of EPA's Award Official prior to awarding a subaward to an individual if the EPA-approved scope of work does not include a description of subawards to individuals.

13. Establish and follow written procedures under 2 CFR 200.302(b)(7) for determining that subaward costs are allowable in accordance with 2 CFR Part 200, Subpart E and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that subrecipients incur, or a combination of both approaches provided the pass-through entity documents its determinations.

14. Establish and maintain a system under 2 CFR 200.332(d)(3) and 2 CFR 200.521 for issuing management decisions for audits of subrecipients that relate to Federal awards. However, the recipient remains accountable to EPA for ensuring that unallowable subaward costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the subrecipient or not.

15. As provided in 2 CFR 200.333, pass-through entities must obtain EPA approval to make fixed amount subawards. EPA is restricting the use of fixed amount subawards to a limited number of situations that are authorized in official EPA pilot projects. Recipients should consult with their EPA Project Officer regarding the status of these pilot projects.

By accepting this award, the recipient is certifying that it either has systems in place to comply with the requirements described in Items 1 through 14 above or will refrain from making subawards until the systems are designed and implemented.

9. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. Federal Employee Costs

The recipient understands that none of the funds for this project (including funds contributed by the recipient as cost sharing) may be used to pay for the travel of Federal employees or for other costs associated with Federal participation in this project unless a Federal agency will be providing services to the recipient as authorized by a Federal statute.

11. Foreign Travel

EPA policy requires that all foreign travel must be approved by its Office of International and Tribal Affairs. The recipient agrees to obtain prior EPA approval before using funds available under this agreement for international travel unless the trip(s) are already described in the EPA approved budget for this agreement. Foreign travel includes trips to Mexico and Canada but does not include trips to Puerto Rico, the U.S. Territories or possessions. Recipients that request post-award approval to travel frequently to Mexico and Canada by motor vehicle (e.g. for sampling or meetings) may describe their proposed travel in general terms in their request for EPA approval. Requests for prior approval must be submitted to the Project Officer for this agreement.

12. The Fly America Act and Foreign Travel

The recipient understands that all foreign travel **funded under this assistance agreement** must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. Section 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier.

Reporting and Additional Post-Award Requirements

13. System for Award Management and Universal Identifier Requirements

13.1. Requirement for System for Award Management (SAM) Unless exempted from this requirement under 2 CFR 25.110, the recipient must maintain current information in the SAM. This includes information on the recipient's immediate and highest level owner and subsidiaries, as well as on all the recipient's predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

13.2. Requirement for Unique Entity Identifier. If the recipient is authorized to make subawards under this award, the recipient:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 13.3 of this award term) may receive a subaward unless the entity has provided its Unique Entity Identifier.
- b. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

13.3. Definitions. For the purposes of this award term:

a. **System for Award Management (SAM)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site:

<https://www.sam.gov/SAM/>.

b. **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.

c. **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following: **13.3.c.1.** A foreign organization;

13.3.c.2. A foreign public entity;

13.3.c.3. A domestic for-profit organization; and

13.3.c.4. A domestic or foreign for-profit organization; and

13.3.c.5. A Federal agency.

d. **Subaward** is defined at 2 CFR 200.1.

e. **Subrecipient** is defined at 2 CFR 200.1.

14. Reporting Subawards and Executive Compensation

14.1. Reporting of first-tier subawards.

a. **Applicability.** Unless the recipient is exempt as provided in paragraph 14.4. of this award term, the recipient must report each action that obligates \$30,000 or more in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph 14.5 of this award term).

b. **Where and when to report.** (1) The recipient must report each obligating action described in paragraph 14.1.a of this award term to www.fsrcs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)

c. **What to report.** The recipient must report the information about each obligating action as described in the submission instructions available at: <http://www.fsrcs.gov>.

14.2. Reporting Total Compensation of Recipient Executives.

a. **Applicability and what to report.** The recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if:

- 14.2.a.1.** the total Federal funding authorized to date under this award is \$30,000 or more;

14.2.a.2. in the preceding fiscal year, the recipient received: (i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

14.2.a.3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. The recipient must report executive total compensation described in paragraph 14.2.a of this award term: (i.) As part of the registration Central System for Award Management profile available at <https://www.sam.gov/SAM/> (ii.) By the end of the month Page 10 of 29 following the month in which this award is made, and annually thereafter.

14.3. Reporting of Total Compensation of Subrecipient Executives.

a. Applicability and what to report. Unless exempt as provided in paragraph 14.4. of this award term, for each first-tier non-Federal entity subrecipient under this award, the recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

14.3.a.1. in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

14.3.a.2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: <http://www.sec.gov/answers/execomp.htm>.)

b. Where and when to report. The recipient must report subrecipient executive total compensation described in paragraph 14.3.a. of this award term:

14.3.b.1. To the recipient.

14.3.b.2. By the end of the month following the month during which the recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the recipient must report any required compensation information of the subrecipient by November 30 of that year.

14.4. Exemptions

a. If, in the previous tax year, the recipient had gross income, from all sources, under \$300,000, the recipient is exempt from the requirements to report: **14.4.a.1.** (i) subawards, and (ii) the total compensation of the five most highly compensated executives of any subrecipient.

14.5. Definitions. For purposes of this award term:

a. Federal agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C 552(f).

b. Non-Federal entity means all of the following, as defined in 2 CFR Part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; and (iv.) A domestic or foreign for-profit organization.

c. Executive means officers, managing partners, or any other employees in management positions.

d. Subaward:

14.5.d.1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

14.5.d.2. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

14.5.d.3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a subrecipient considers a contract.

e. Subrecipient means a non-Federal entity or Federal agency that:

14.5.e.1. Receives a subaward from the recipient under this award; and

14.5.e.2. Is accountable to the recipient for the use of the Federal funds provided by the subaward.

f. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

14.5.f.1. Salary and bonus.

14.5.f.2. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

14.5.f.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

14.5.f.4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

14.5.f.5. Above-market earnings on deferred compensation which is not tax-qualified.

14.5.f.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

15. Recipient Integrity and Performance Matters - Reporting of Matters Related to Recipient Integrity and Performance

15.1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

15.2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

15.2.c.1. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

15.2.c.2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

15.2.c.3. An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

15.2.c.4. Any other criminal, civil, or administrative proceeding if: **15.2.c.4.1.** It could have led to an outcome described in paragraph 15.2.c.1, 15.2.c.2, or 15.2.c.3 of this award term and condition;

15.2.c.4.2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

15.2.c.4.3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

15.3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

15.4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 15.1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

15.5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes-

15.5.c.1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

15.5.c.2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

16. Federal Financial Reporting (FFR)

Pursuant to 2 CFR 200.328 and 2 CFR 200.344, EPA recipients must submit the Federal Financial Report (SF-425) at least annually and no more frequently than quarterly. EPA's standard reporting frequency is annual unless an EPA Region has included an additional term and condition specifying greater reporting frequency within this award document. EPA recipients must submit the SF-425 no later than 30 calendar days after the end of each specified reporting period for quarterly and semi-annual reports and 90 calendar days for annual reports. Final reports are due no later than 120 calendar days after the end date of the period of performance of the award. Extension of reporting due dates may be approved by EPA when requested and justified by the recipient. The FFR form is available on the internet at: <https://www.epa.gov/financial/forms>. All FFRs must be submitted to the Research Triangle Park Finance Center (RTPFC) via email at rtpfc-grants@epa.gov or mail it to:

US Environmental Protection Agency
RTP-Finance Center (Mail Code AA216-01)
4930 Page Rd.

Durham, NC 27703

The RTPFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

17. Indirect Cost Rate Agreements

This term and condition provides requirements for recipients using EPA funds for indirect costs and applies to all EPA assistance agreements unless there are statutory or regulatory limits on IDCs. See also EPA's Indirect Cost Policy for Recipients of EPA Assistance Agreements (IDC Policy).

In order for the assistance agreement recipient to use EPA funding for indirect costs, the IDC category of the recipient's assistance agreement award budget must include an amount for IDCs and at least one of the following must apply:

- With the exception of "exempt" agencies and Institutions of Higher Education as noted below, all recipients must have one of the following current (not expired) IDC rates, including IDC rates that have been extended by the cognizant agency:
 - Provisional;
 - Final;
 - Fixed rate with carry-forward;
 - Predetermined;
 - 10% *de minimis* rate authorized by 2 CFR 200.414(f)
 - EPA-approved use of an expired fixed rate with carry-forward on an exception basis, as detailed in section 6.4.a. of the IDC Policy.
- "Exempt" state or local governmental departments or agencies are agencies that receive up to and including \$35,000,000 in Federal funding per the department or agency's fiscal year, and must have an IDC rate proposal developed in accordance with 2 CFR Part 200, Appendix VII, with documentation maintained and available for audit.
- Institutions of Higher Education must use the IDC rate in place at the time of award for the life of the assistance agreement (unless the rate was provisional at time of award, in which case the rate will change once it becomes final). As provided by 2 CFR Part 200, Appendix III(C)(7), the term "life of the assistance agreement", means each competitive segment of the project. Additional information is available in the regulation.

IDCs incurred during any period of the assistance agreement that are not covered by the provisions above are not allowable costs and must not be drawn down by the recipient. Recipients may budget for IDCs if they have submitted a proposed IDC rate to their cognizant Federal agency or requested an exception from EPA under subsection 6.4 of the IDC Policy. However, recipients may not draw down IDCs until their rate is approved, if applicable, or EPA grants an exception. IDC drawdowns must comply with the indirect rate corresponding to the period during which the costs were incurred.

This term and condition does not govern indirect rates for subrecipients or recipient procurement contractors under EPA assistance agreements. Pass-through entities are required to comply with 2 CFR 200.332(a)(4)(i) and (ii) when establishing indirect cost rates for subawards.

18. Audit Requirements

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The recipient must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the recipient's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facides.census.gov/>.

For complete information on how to accomplish the single audit submissions, you will need to visit the Federal Audit Clearinghouse Web site: <https://facweb.census.gov/>

19. Closeout Requirements

Reports required for closeout of the assistance agreement must be submitted in accordance with this agreement. Submission requirements and frequently asked questions can also be found at: <https://www.epa.gov/grants/frequent-questions-about-closeouts>

20. Suspension and Debarment

Recipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Recipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to the EPA office that is entering into the transaction with the recipient may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Recipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

21. Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

This award is subject to the provisions contained in an appropriations act(s) which prohibits the Federal Government from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation having a delinquent Federal tax liability or a felony conviction under any Federal law, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government. A “corporation” is a legal entity that is separate and distinct from the entities that own, manage, or control it. It is organized and incorporated under the jurisdictional authority of a governmental body, such as a State or the District of Columbia. A corporation may be a for-profit or non-profit organization.

As required by the appropriations act(s) prohibitions, the Government will not enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee with any corporation that — (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

By accepting this award, the recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

Alternatively, by accepting this award, the recipient represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA. The Recipient may accept this award if the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on a tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests.

If the recipient fails to comply with this term and condition, EPA will annul this agreement and may recover any funds the recipient has expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR 200.339 and 2 CFR 200.340, and may also pursue suspension and debarment.

22. Disclosing Conflict of Interests

22.1. For awards to Non-federal entities and individuals (other than states and fellowship recipients under 40 CFR Part 46).

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental and incremental funding) awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

EPA's COI Policy requires that recipients have systems in place to address, resolve and disclose to EPA COIs described in sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward regardless of amount funded under this award. The recipient's COI Point of Contact for the award must disclose any COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of the discovery of the potential COI and their approach for resolving the COI.

EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Recipients who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. Pass-through entities must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that recipients and subrecipients disclose COI's that are discovered under their systems for addressing and resolving COI. If recipients or subrecipients do not discover a COI, they do not need to advise EPA or the pass-through entity of the absence of a COI.

Upon notice from the recipient of a potential COI and the approach for resolving it, the Agency will then make a determination regarding the effectiveness of these measures within 30 days of receipt of the recipient's notice unless a longer period is necessary due to the complexity of the matter. Recipients may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. Failure to disclose a COI may result in cost disallowances.

Disclosure of a potential COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the recipient notifies EPA of measures the recipient or subrecipient has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.

22.2. For awards to states including state universities that are state agencies or instrumentalities

As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at: <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. The posted version of EPA's COI Policy is applicable to new funding (initial awards, supplemental, incremental funding)

awarded on or after October 1, 2015. This COI term and condition supersedes prior COI terms and conditions for this award based on either EPA's May 22, 2015 Revised Interim COI Policy or December 26, 2014 Interim COI Policy.

For competitive awards, recipients must disclose any competition related COI described in section 4.0(a) of the COI Policy that are discovered after award to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of discovery of the COI. The Grants Specialist will respond to any such disclosure within 30 calendar days.

States including state universities that are state agencies and instrumentalities receiving funding from EPA are only required to disclose subrecipient COI as a pass-through entity as defined by 2 CFR 200.1. Any other COI are subject to state laws, regulations and policies. EPA's COI Policy requires that subrecipients have systems in place to address, resolve and disclose COIs described in section 4.0(b)(c) and (d) of the COI Policy that arise after EPA made the award regardless of the amount of the transaction. States who are pass-through entities as defined at 2 CFR 200.1 must require that subrecipients being considered for or receiving subawards disclose COI to the state in a manner that, as a minimum, in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy. States must disclose the subrecipient COI along with the approach for resolving the COI to the EPA Grants Specialist listed on the Assistance Agreement/Amendment within 30 calendar days of receiving notification of the COI by the subrecipient.

EPA only requires that subrecipients disclose COI's to state pass-through entities that are discovered under their systems for addressing, resolving, and disclosing COI. If subrecipients do not discover a COI, they do not need to advise state pass-through entities of the absence of a COI.

Upon receiving notice of a potential COI and the approach for resolving it, the Agency will make a determination regarding the effectiveness of these measures within 30 days of receipt of the state's notice of a subrecipient COI unless a longer period is necessary due to the complexity of the matter. States may not request payment from EPA for costs for transactions subject to the COI pending notification of EPA's determination. A subrecipient's failure to disclose a COI to the state and EPA may result in cost disallowances.

Disclosure of a potential subrecipient COI will not necessarily result in EPA disallowing costs, with the exception of procurement contracts that the Agency determines violate 2 CFR 200.318(c)(1) or (2), provided the subrecipient has taken measures that EPA and the state agree eliminate, neutralize or mitigate the conflict of interest.

23. Transfer of Funds

Applicable to all assistance agreements other than Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514 when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

(1) As provided at 2 CFR 200.308(f), the recipient must obtain prior approval from EPA's Grants Management Officer if the cumulative amount of funding transfers among direct budget categories or programs, functions and activities exceeds 10% of the total budget. Recipients must submit requests for prior approval to the Grant Specialist and Grants Management Officer with a copy to the Project Officer for this agreement.

(2) Recipients must notify EPA's Grant Specialist and Project Officer of cumulative funding transfers among direct budget categories or programs, functions and activities that do not exceed 10% of the total budget for the agreement. Recipients must also notify the EPA Grant Specialist and Project Officer when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by EPA's Grant Management Officer is required if the transfer involves any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award or in response to a previous post-award request by the recipient.

Applicable to Continuing Environmental Program Grants subject to 40 CFR 35.114 and 40 CFR 35.514. when EPA's share of the total project costs exceeds the Simplified Acquisition Threshold. Simplified Acquisition Threshold is defined at 2 CFR 200.1 and is currently set at \$250,000 but the amount is subject to adjustment.

In accordance with 40 CFR 35.114 and 40 CFR 35.514, recipients of continuing environmental program grants must obtain the prior written approval of EPA's Grants Management Officer to make significant changes to work plan commitments. In addition, recipients must obtain prior written approval for funding transfers that involve any of the items listed in 2 CFR 200.407 that EPA did not previously approve at time of award, in response to a previous post-award request by the recipient, or is subject to an EPA waiver of prior approval under 40 CFR 35.114(d) or 40 CFR 35.514(d). Recipients do not need to obtain prior written approval for nonsignificant change(s) including but not limited to nonsignificant changes to grant work plans and budgets but must notify the EPA Grant Specialist and Project Officer of such change(s).

24. Electronic/Digital Signatures on Financial Assistance Agreement Form(s)/Document(s)

Throughout the life of this assistance agreement, the recipient agrees to ensure that any form(s)/document(s) required to be signed by the recipient and submitted to EPA through any means including but not limited to hard copy via U.S. mail or express mail, hand delivery or through electronic means such as e-mail are: (1) signed by the individual identified on the form/document, and (2) the signer has the authority to sign the form/document for the recipient. Submission of any signed form(s)/document(s) is subject to any provisions of law on making false statements (e.g. 18 U.S.C. 1001).

25. Extension of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308(e)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds, the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

26. Utilization of Disadvantaged Business Enterprises

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

The following text either provides updates to 40 CFR, Part 33 based upon the associated class exception or highlights a requirement.

1. EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B

EPA no longer certifies entities as Minority-Owned Business Entities (MBEs) or Women-Owned Business Entities (WBEs) pursuant to a class exception issued in October 2019. The class exception was authorized pursuant to the authority in 2 CFR, Section 1500.3(b).

2. SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR Section 33.301 (a)-(f).

However, in EPA assistance agreements that are for the benefit of Native Americans, the recipient must solicit and recruit Native American organizations and Native American-owned economic enterprises and

give them preference in the award process prior to undertaking the six good faith efforts (40 CFR Section 33.304). If recruiting efforts are unsuccessful, the recipient must follow the six good faith efforts.

3. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302 (a)-(d) and (i).

4. BIDDERS LIST, 40 CFR Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

5. FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

In October 2019, a class exception to the entire Subpart D of 40 CFR, Part 33 has been authorized pursuant to the authority in 2 CFR Section 1500.3(b). Notwithstanding Subpart D of 40 CFR, Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

6. MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/system/files/documents/2021-08/epa_form_5700_52a.pdf

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the Simplified Acquisition Threshold (SAT) (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT.

Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period.

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

7. MBE/WBE RECORDKEEPING, 40 CFR, Part 33, Subpart E

The recipient agrees to comply with all recordkeeping requirements as stipulated in 40 CFR, Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirement of 40 CFR, Part 33 must be maintained pursuant to the requirements stated in this Subpart.

Programmatic General Terms and Conditions

27. Sufficient Progress

EPA will measure sufficient progress by examining the performance required under the workplan in conjunction with the milestone schedule, the time remaining for performance within the project period and/or the availability of funds necessary to complete the project. EPA may terminate the assistance agreement for failure to ensure reasonable completion of the project within the project period.

28. Copyrighted Material and Data

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for [i.e., authorized by] the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

29. Patents and Inventions

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 USC Sections 200-212. Pursuant to the Bayh-Dole Act (set forth in 35 USC 200-212), EPA retains the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the assistance agreement holder, as defined in the Act. To streamline the invention reporting process and to facilitate compliance with the Bayh-Dole Act, the recipient must utilize the Interagency Edison extramural invention reporting system at iEdison.gov. Annual utilization reports must be submitted through the system. The recipient is required to notify the Project Officer identified on the award document when an invention report, patent report, or utilization report is filed at iEdison.gov. EPA elects not to require the recipient to provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

In accordance with Executive Order 12591, as amended, government owned and operated laboratories can enter into cooperative research and development agreements with other federal laboratories, state and local governments, universities, and the private sector, and license, assign, or waive rights to intellectual property “developed by the laboratory either under such cooperative research or development agreements and from within individual laboratories.”

30. Acknowledgement Requirements for Non-ORD Assistance Agreements

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

Recipients of EPA Office of Research Development (ORD) research awards must follow the acknowledgement requirements outlined in the research T&Cs available at:

<https://www.nsf.gov/awards/managing/rtc.jsp>. A Federal-wide workgroup is currently updating the Federal-Wide Research Terms and Conditions Overlay to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and when completed recipients of EPA ORD research must abide by the research T&Cs.

31. Electronic and Information Technology Accessibility

Recipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

Recipients may wish to consult the latest Section 508 guidelines issued by the U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <https://www.access-board.gov/about/policy/accessibility.html>).

32. Human Subjects

Human subjects research is any activity that meets the regulatory definitions of both research AND human subject. Research is a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. [40 CFR 26.102 (d)(f)]

No research involving human subjects will be conducted under this agreement without prior written approval of the EPA to proceed with that research. If engaged in human subjects research as part of this agreement, the recipient agrees to comply with all applicable provisions of EPA Regulation 40 CFR 26 (Protection of Human Subjects). This includes, at Subpart A, the Basic Federal Policy for the Protection of Human Research Subjects, also known as the Common Rule. It also includes, at Subparts B, C, and D, prohibitions and additional protections for children, nursing women, pregnant women, and fetuses in research conducted or supported by EPA.

The recipient further agrees to comply with EPA's procedures for oversight of the recipient's compliance with 40 CFR 26, as given in EPA Order 1000.17 Change A1 (Policy and Procedures on Protection of Human Research Subjects in EPA Conducted or Supported Research). As per this order, no human subject may be involved in any research conducted under this assistance agreement, including recruitment, until the research has been approved or determined to be exempt by the EPA Human Subjects Research Review Official (HSRRO) after review of the approval or exemption determination of the Institutional Review Board(s) (IRB(s)) with jurisdiction over the research under 40 CFR 26.

For HSRRO approval, the recipient must forward to the Project Officer: (1) copies of all documents upon which the IRB(s) with jurisdiction based their approval(s) or exemption determination(s), (2) copies of the IRB approval or exemption determination letter(s), (3) copy of the IRB-approved consent forms and subject recruitment materials, if applicable, and (4) copies of all supplementary IRB correspondence.

Following the initial approvals indicated above, the recipient must, as part of the annual report(s), provide evidence of continuing review and approval of the research by the IRB(s) with jurisdiction, as required by 40 CFR 26.109(e). Materials submitted to the IRB(s) for their continuing review and approval are to be provided to the Project Officer upon IRB approval. During the course of the research, investigators must

promptly report any unanticipated problems involving risk to subjects or others according to requirements set forth by the IRB. In addition, any event that is significant enough to result in the removal of the subject from the study should also be reported to the Project Officer, even if the event is not reportable to the IRB of record.

33. Animal Subjects

The recipient agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training." (Federal Register 50(97): 20864-20865. May 20, 1985). The nine principles can be viewed at <https://olaw.nih.gov/policies-laws/phs-policy.htm>. For additional information about the Principles, the recipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

34. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under EPA assistance agreements.

Recipients may address questions about whether costs for light refreshments, and meals for events may be allowable to the recipient's EPA Project Officer; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

EPA funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from EPA. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any

portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

35. Tangible Personal Property

35.1 Reporting Pursuant to 2 CFR 200.312 and 200.314, property reports, if applicable, are required for Federally-owned property in the custody of a non-Federal entity upon completion of the Federal award or when the property is no longer needed. Additionally, upon termination or completion of the project, residual unused supplies with a total aggregate fair market value exceeding \$5,000 not needed for any other Federally-sponsored programs or projects must be reported. For Superfund awards under Subpart O, refer to 40 CFR 35.6340 and 35.6660 for property reporting requirements. Recipients should utilize the Tangible Personal Property Report form series (SF-428) to report tangible personal property.

35.2 Disposition

35.2.1 Most Recipients. Consistent with 2 CFR 200.313, unless instructed otherwise on the official award document, this award term, or at closeout, the recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds.

35.2.2 State Agencies. Per 2 CFR 200.313(b), state agencies may manage and dispose of equipment acquired under this assistance agreement in accordance with state laws and procedures.

35.2.3 Superfund Recipients. Equipment purchased under Superfund projects is subject to specific disposal options in accordance with 40 CFR Part 35.6345.

36. Dual Use Research of Concern (DURC)

The recipient agrees to conduct all life science research* in compliance with EPA's Order on the Policy and Procedures for Managing Dual Use Research of Concern (EPA DURC Order) and United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURC Policy). If the recipient is an institution within the United States that receives funding through this agreement, or from any other source, the recipient agrees to comply with the iDURC Policy if they conduct or sponsor research involving any of the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If the institution is outside the United States and receives funding through this agreement to conduct or sponsor research involving any of those same agents or toxins, the recipient agrees to comply with the iDURC Policy. The recipient agrees to provide any additional information that may be requested by EPA regarding DURC and iDURC. The recipient agrees to immediately notify the EPA Project Officer should the project use or introduce use of any of the agents or toxins identified in the iDURC Policy. The recipient's Institution/Organization must also comply with USG iDURC policy and EPA DURC Order and will inform the appropriate government agency if funded by such agency of research with the agents or toxins identified in Section 6.2.1 of the iDURC Policy. If privately funded the recipient agrees to notify the National Institutes of Health at DURC@od.nih.gov.

*"Life Sciences Research," for purposes of the EPA DURC Order, and based on the definition of research in 40 CFR §26.102(d), is a systematic investigation designed to develop or contribute to generalizable knowledge involving living organisms (e.g., microbes, human beings, animals, and plants) and their products. EPA does not consider the following activities to be research: routine product testing, quality control, mapping, collection of general-purpose statistics, routine monitoring and evaluation of an operational program, observational studies, and the training of scientific and technical personnel. [Note: This is consistent with Office of Management and Budget Circular A-11.]

37. Research Misconduct

In accordance with 2 CFR 200.329, the recipient agrees to notify the EPA Project Officer in writing about research misconduct involving research activities that are supported in whole or in part with EPA funds

under this project. EPA defines research misconduct as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results [65 FR 76262. I], or ordering, advising or suggesting that subordinates engage in research misconduct. The recipient agrees to:

- (1) Immediately notify the EPA Project Officer who will then inform the EPA Office of Inspector General (OIG) if, at any time, an allegation of research misconduct falls into one of the categories listed below:
 - A. Public health or safety is at risk.
 - B. Agency resources or interests are threatened.
 - C. Circumstances where research activities should be suspended.
 - D. There is a reasonable indication of possible violations of civil or criminal law.
 - E. Federal action is required to protect the interests of those involved in the investigation.
 - F. The research entity believes that the inquiry or investigation may be made public prematurely so that appropriate steps can be taken to safeguard evidence and protect the rights of those involved.
 - G. Circumstances where the research community or public should be informed. [65 FR 76263.III]
- (2) Report other allegations to the OIG when they have conducted an inquiry and determined that there is sufficient evidence to proceed with an investigation. [65 FR 76263. III]

38. Scientific Integrity Terms and Conditions

The recipient agrees to comply with EPA's Scientific Integrity Policy when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue. The recipient agrees to:

38.1 Scientific Products

38.1.1 Produce scientific products of the highest quality, rigor, and objectivity, by adhering to applicable EPA information quality guidelines quality policy and peer review policy.

38.1.2 Prohibit all recipient employees, contractors, and program participants, including scientists, managers, and other recipient leadership, from suppressing, altering, or otherwise impeding the timely release of scientific findings or conclusions.

38.1.3 Adhere to EPA's Peer Review Handbook, 4th Edition, for the peer review of scientific and technical work products generated through EPA grants or cooperative agreements which, by definition, are not primarily for EPA's direct use or benefit.

38.2 Scientific Findings

38.2.1 Require that reviews regarding the content of a scientific product that are conducted by the project manager and other recipient managers and the broader management chain be based only on scientific quality considerations, e.g., the methods used are clear and appropriate, the presentation of results and conclusions is impartial.

38.2.2 Ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by employees, contractors, and program participants, who assist with developing or applying the results of scientific activities.

38.2.3 Include, when communicating scientific findings, an explication of underlying assumptions, accurate contextualization of uncertainties, and a description of the probabilities associated with both optimistic and pessimistic projections, if applicable.

38.2.4 Document the use of independent validation of scientific methods.

38.2.5 Document any independent review of the recipient's scientific facilities and testing activities, as occurs with accreditation by a nationally or internationally recognized sanctioning body.

38.2.6 Make scientific information available online in open formats in a timely manner, including access to data and non-proprietary models.

38.3 Scientific Misconduct

38.3.1 Prohibit intimidation or coercion of scientists to alter scientific data, findings, or professional opinions or non-scientific influence of scientific advisory boards. In addition, recipient employees, contractors, and program participants, including scientists, managers, and other leadership, shall not knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty.

38.3.2 Prohibit retaliation or other punitive actions toward recipient employees who uncover or report allegations of scientific and research misconduct, or who express a differing scientific opinion. Employees who have allegedly engaged in scientific or research misconduct shall be afforded the due process protections provided by law, regulation, and applicable collective bargaining agreements, prior to any action. Recipients shall ensure that all employees and contractors of the recipient shall be familiar with these protections and avoid the appearance of retaliatory actions.

38.3.3 Require all recipient employees, contractors, and program participants to act honestly and refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C. Research misconduct does not include honest error or differences of opinion. While EPA retains the ultimate oversight authority for EPA-supported research, grant recipients conducting research bear primary responsibility for prevention and detection of research misconduct and for the inquiry, investigation, and adjudication of research misconduct alleged to have occurred in association with their own institution. **38.3.4** Take the actions required on the part of the recipient described in EPA's Policy and Procedures for Addressing Research Misconduct, Sections 6 through 9, when research misconduct is suspected or found.

38.4 Additional Resources

For more information about the Scientific Integrity Policy, an introductory video can be accessed at: <https://youtu.be/FQJCy8BXXq8> . A training video is available at: <https://youtu.be/Zc0T7fooot8> .

Public Policy Requirements

39. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Certifications and Representations in Sam.gov or Standard Form 424D, as applicable.

These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing federal and EPA regulations.

a. Statutory Requirements

i. In carrying out this agreement, the recipient must comply with:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

ii. If the recipient is an education program or activity (e.g., school, college or university) or if the recipient is conducting an education program or activity under this agreement, it must also comply with:

1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. For further information about your compliance obligations regarding Title IX, see 40 CFR Part 5 and <https://www.justice.gov/crt/title-ix>

iii. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

b. Regulatory Requirements

i. The recipient agrees to comply with all applicable EPA civil rights regulations, including:

1. For Title IX obligations, 40 C.F.R. Part 5; and
2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
3. For statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
4. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

c. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

i. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at: <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi>

ii. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at: <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>

iii. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

40. Drug-Free Workplace

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all

known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

41. Hotel-Motel Fire Safety

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

42. Lobbying Restrictions

**a) This assistance agreement is subject to lobbying restrictions as described below.
Applicable to all assistance agreements:**

- i) The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient shall abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- ii) The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000 and require that subrecipients submit certification and disclosure forms accordingly.
- iii) In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- iv) Contracts awarded by a recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- v) By accepting this award, the recipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

b) Applicable to assistance agreements when the amount of the award is over \$100,000:

- i) By accepting this award, the recipient certifies, to the best of its knowledge and belief, that:
 - (1) No Federal appropriated funds have been or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the recipient shall complete and submit the linked Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

43. Recycled Paper

When directed to provide paper documents, the recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

44. Resource Conservation and Recovery Act

Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

45. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

i. The recipient, the recipient's employees, subrecipients under this award, and subrecipients' employees may not—

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

- ii. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if the recipient or a subrecipient that is a private entity—
 - 1. Is determined to have violated a prohibition in paragraph a of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our Agency at 2 CFR Part 1532.

b. Provision applicable to a recipient other than a private entity. EPA may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i. Is determined to have violated an applicable prohibition in paragraph a. of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by EPA at 2 CFR Part 1532.

c. Provisions applicable to any recipient.

- i. The recipient must inform the EPA immediately of any information received from any source alleging a violation of a prohibition in paragraph a of this award term.
- ii. Our right to terminate unilaterally that is described in paragraph a and b:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
- iii. The recipient must include the requirements of paragraph a of this award term in any subaward made to a private entity.

d. Definitions. For purposes of this award term:

- i. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

2. Includes:

a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

b. A for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Attachment VII — Davis Bacon Prevailing Wage Terms and Conditions

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

1. Applicability of the Davis-Bacon Prevailing Wage Requirements

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous substances and petroleum, DB prevailing wage requirement apply when the project includes the following activities.

Hazardous substances contamination:

- (a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

- (a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

- (a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>.

- (i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the “Building Construction” classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the “Heavy Construction” classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use “Residential Construction” classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency’s finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

The CAR shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a

prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (1) Withholding. The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the

contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained

under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(3) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(4) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(6) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(7) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(8) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors), the CAR, borrower or sub recipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(9) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The CAR shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and

Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph

(a)(2) of this section.

(4))Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d)The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e)CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

Budget Approval Jodi Barnes	DS JB
Program Manager Kari Sample	
CAR Managing Director Missy Lipparelli	
Deputy Assistant Director Tony Hanson	
Assistant Director Mark Barkley	

Certificate Of Completion

Envelope Id: 67ADC75715004B0BADD015B65A94486A

Status: Sent

Subject: Commerce Brownfields Grant Agreement 23-62310-002 - Please DocuSign:

Division:

Local Government

Program: Brownfields

ContractNumber: 23-62310-002

DocumentType: Contract

Source Envelope:

Document Pages: 87

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 1

Kari Sample

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

kari.sample@commerce.wa.gov

IP Address: 198.239.106.251

Record Tracking

Status: Original

Holder: Kari Sample

Location: DocuSign

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kari.sample@commerce.wa.gov

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Pool: StateLocal

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Signer Events**Signature****Timestamp**

Jodi Barnes

jodi.barnes@commerce.wa.gov

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Signature Adoption: Pre-selected Style

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Steve Stuart

Steve.Stuart@ridgefieldwa.us

City Manager

Security Level: Email, Account Authentication
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Accepted: 4/10/2023 4:11:14 PM

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Kari Sample

kari.sample@commerce.wa.gov

Washington State Department of Commerce

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Missy Lipparelli

missy.lipparelli@commerce.wa.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Tony Hanson tony.hanson@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Mark Barkley mark.barkley@commerce.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/10/2023 11:26:56 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion – Public Authority Letter of Acknowledgement with the Cowlitz Tribe to add City Transportation Corridors to the National Tribal Transportation Facility Inventory

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
25 United States Code of Federal Regulation (CFR), Part 170, Tribal Transportation Program

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

Title 25, Part 170 of the United States Code of Federal Regulations establishes the Tribal Transportation Program (TTP). The purpose of the TTP, according to the United States Department of Transportation, is to “provide safe and adequate transportation and public road access to and within Indian reservations, Indian lands, and Alaska Native Village communities.”

This part of the CFR also provides rules and references to the statutory funding formula for the Department of the Interior (DOI), in cooperation with the Department of Transportation (DOT). These are federal transportation programs administered by the Secretaries of the Interior and Transportation.

The National Tribal Transportation Facility Inventory (NTTFI) establishes which transportation corridors are eligible for funding under this program. As noted in the CFR, these corridors can extend off of Indian reservations where they can be shown to provide transportation access to reservations. The Cowlitz Tribe has identified portions of the City of Ridgefield’s roadway system, listed on the attached table and maps, that it wishes to add to the National Tribal Transportation Facility Inventory (NTTFI). The Cowlitz Tribe has noted that the roads and transportation corridors are crucial to the Tribe’s access to goods and services, existing and potential economic development, and emergency evacuation and response. Tribal members use the roads for daily living needs, to include but not exclusive of: access to schools, employment, mail, shopping, healthcare, and traditional and recreational activities.

Adding these corridors to the NTTFI will not change the maintenance and jurisdictional responsibilities of the City of Ridgefield for these facilities. Approving this letter and allowing the Tribe to include these roads on the NTTFI simply opens up funding for future roadway improvement projects. While the Tribe will not receive any additional funding as a result of these Ridgefield corridors being added to the NTTFI, it will open avenues of funding not otherwise available to the City for transportation improvements.

Improvements funded through Tribal Transportation programs along City facilities will be coordinated

between the Cowlitz Tribe and the City of Ridgefield. The City of Ridgefield assumes maintenance responsibility for these improvements. City of Ridgefield Transportation Corridors proposed to be added to the NTTFI include:

- N. 65th Avenue
- N. Randel Drive (formerly Krause Avenue in the waterfront area)
- N. Main Avenue
- N. Reiman Road
- N. and S. 85th Avenue (formerly NE 10th Avenue)
- NW 51st Avenue
- Pioneer Street
- S. 5th Street (65th Avenue to 85th Avenue)
- S. 65th Avenue (Pioneer to S. 5th Street)
- W. Division Street (considered a Transportation corridor to accommodate a future multi-purpose trail between Main Avenue and the waterfront)
- N. Royle Road
- W. Mill Street.

Therefore, in accordance with the Cowlitz Tribe in conjunction with the City of Ridgefield is requesting the Bureau of Indian Affairs and US Department of Transportation accept the road(s) into the NTTFI.

BUDGET/FINANCIAL IMPACTS:

None. Executing this MOU opens up potential federal funding sources available to the Cowlitz Indian Tribe to be used for improvements to City transportation corridors identified in the MOU.

RECOMMENDED ACTION OR MOTION:

Staff requests action on the Public Letter of Acknowledgement. A suggested motion is:

“I move to authorize the City Manager to sign this Public Authority Letter of Acknowledgement with the Cowlitz Tribe.”

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. City of Ridgefield MOU
2. Cowlitz_City_NTTFI

04/06/2023

RE: Public Authority Letter of Acknowledgement

To Whom It May Concern:

The Cowlitz Tribe has identified portions of the City of Ridgefield's roadway system, listed on the attached table and maps, that it wishes to add to the National Tribal Transportation Facility Inventory (NTTFI). Routes shown in Green on the map are those being considered under this document. The roads are crucial to the Tribe's access to goods and services, existing and potential economic development, and emergency evacuation and response. Tribal members use the roads for daily living needs, to include but not exclusive of: access to schools, employment, mail, shopping, healthcare, and traditional and recreational activities.

The City of Ridgefield is responsible for the maintenance of the sections of road that they own. The City has sufficient funds to meet current and future maintenance needs. The roads are open to the public and will remain open to the public if they are added to the NTTFI.

Approving this letter and allowing the Tribe to include these roads on the NTTFI simply opens up funding for future roadway improvement projects. The Tribe will not receive any additional funding as a result of these roads being added to the NTTFI, but it will open avenues of funding not otherwise available to the City and State for road improvement. In no way does this action impact the City's authority over the subject roads.

The City of Ridgefield understands the importance of these roads to the Cowlitz Tribe and is aware that the roads may need improvement at present and in the future to maintain public safety. If the Tribe, after approval from and project coordination with the City of Ridgefield, does perform roadway designs or improvements, the City of Ridgefield agrees to maintain those improved sections of road with available funds, without any regard to the roads being on the NTTFI.

Therefore, in accordance with 25 CFR, Part 170, the Cowlitz Tribe in conjunction with the City of Ridgefield is requesting the BIADOT accept the road(s) into the NTTFI.

Sincerely,

Cowlitz Tribe Representative (w/Title)

Date

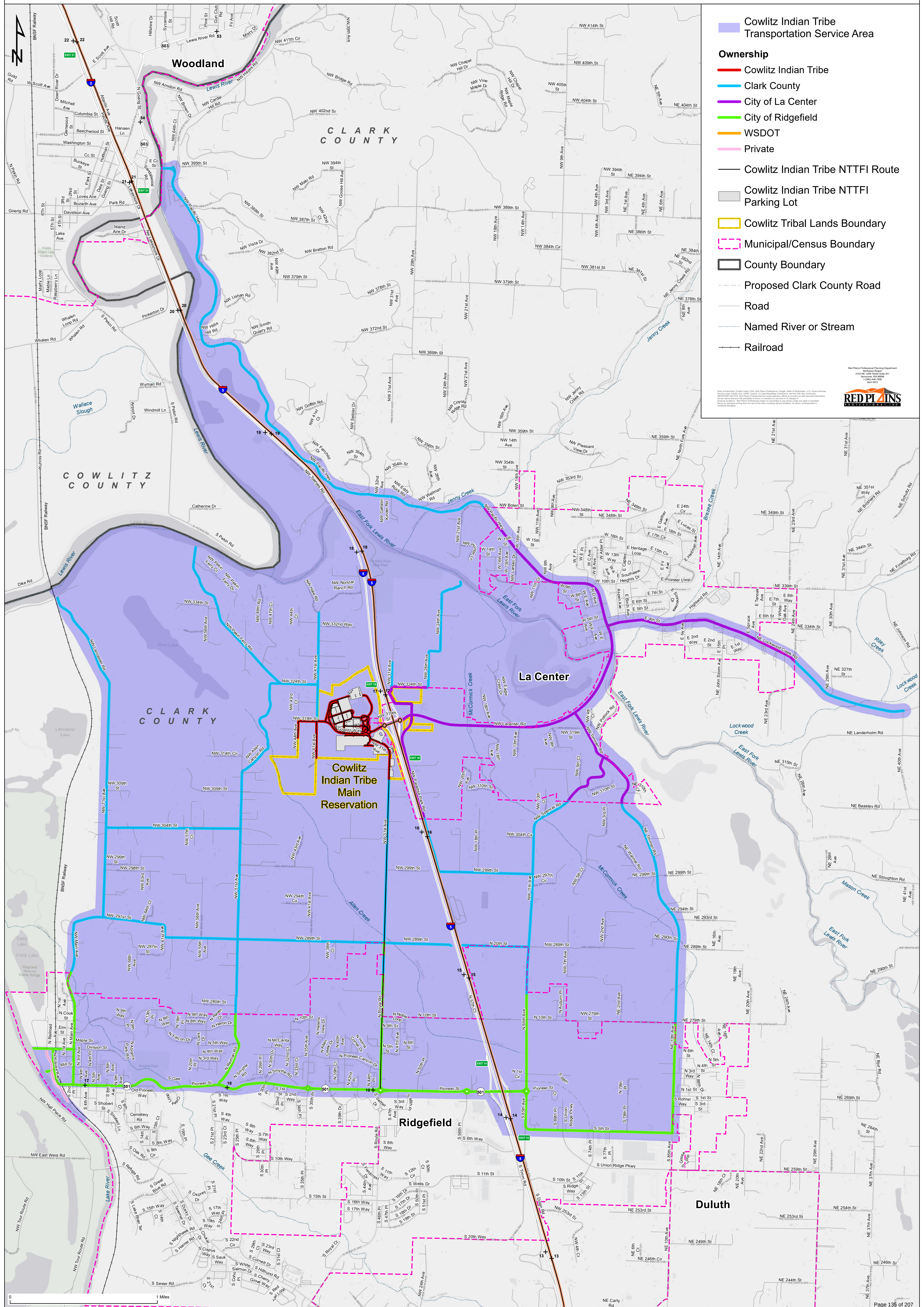
City of Ridgefield Representative (w/Title)

Date

Route Name	Length (mi)	Ownership	MOA Owner
N 65th Ave	0.8	4-Urban	City of Ridgefield
N Randel Dr	0.2	4-Urban	City of Ridgefield
N Main Ave	0.8	4-Urban	City of Ridgefield
N Reiman Rd	0.4	4-Urban	City of Ridgefield
N/S 85th Ave	0.8	4-Urban	City of Ridgefield
NW 51st Ave	0.1	4-Urban	City of Ridgefield
Pioneer St	3.7	4-Urban	City of Ridgefield
S 5th St	1.0	4-Urban	City of Ridgefield
S 65th Ave	0.2	4-Urban	City of Ridgefield
W Division St	0.3	4-Urban	City of Ridgefield
N Royle Ave	0.9	4-Urban	City of Ridgefield
W Mill St	0.1	4-Urban	City of Ridgefield
	9.3		



Cowlitz Indian Tribe Transportation Service Area and NTTFI Update



Public Authority Letter of Acknowledgement Cowlitz Tribe and City of Ridgefield

Adding City Transportation Corridors to the National Tribal
Transportation Facility
Inventory

Presentation to City Council
April 27, 2023



What is being requested?

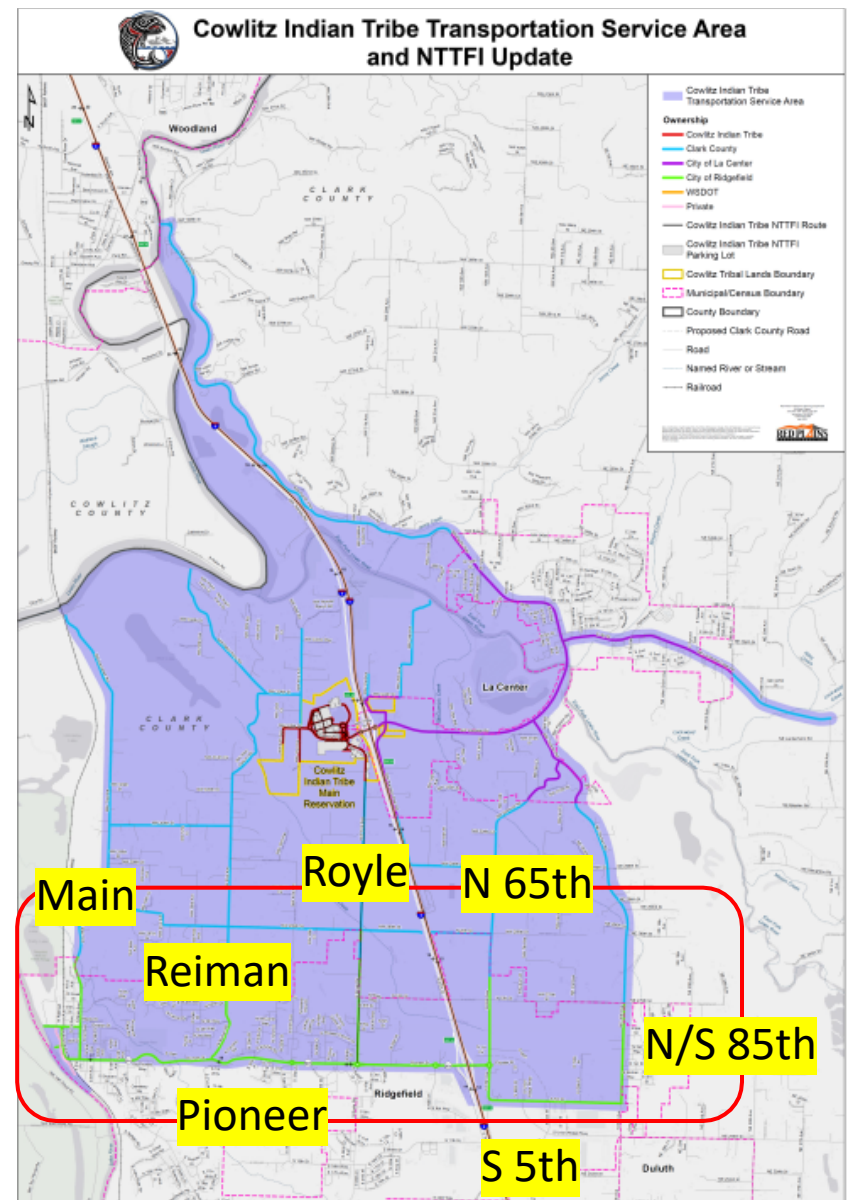
- National Tribal Transportation Facility Inventory (NTTFI)
- “Safe and adequate transportation and public road access to and within Indian reservations and Indian lands.”
- Cowlitz Tribe has identified roads and transportation corridors within Ridgefield which are *“crucial to the Tribe’s access to goods and services, existing and potential economic development, and emergency evacuation and response.”*

What are the effects of this agreement?

- Designated corridors eligible for Federal tribal transportation funding
- Opportunity to continue and expand partnership with the Cowlitz Indian Tribe.
- Improvements coordinated between Cowlitz Tribe and City
- No change to Ridgefield's jurisdiction.

Proposed NTTFI Corridors Within City of Ridgefield

Route Name	Length (mi)	Ownership	MOA Owner
N 65th Ave	0.8	4-Urban	City of Ridgefield
N Randel Dr	0.2	4-Urban	City of Ridgefield
N Main Ave	0.8	4-Urban	City of Ridgefield
N Reiman Rd	0.4	4-Urban	City of Ridgefield
N/S 85th Ave	0.8	4-Urban	City of Ridgefield
NW 51st Ave	0.1	4-Urban	City of Ridgefield
Pioneer St	3.7	4-Urban	City of Ridgefield
S 5th St	1.0	4-Urban	City of Ridgefield
S 65th Ave	0.2	4-Urban	City of Ridgefield
W Division St	0.3	4-Urban	City of Ridgefield
N Royle Ave	0.9	4-Urban	City of Ridgefield
W Mill St	0.1	4-Urban	City of Ridgefield
	9.3		



What Action is being requested?

- Council action on the Public Letter of Acknowledgement
- Suggested motion:
 - ***“I move to authorize the City Manager to sign this Public Authority Letter of Acknowledgement with the Cowlitz Tribe.”***

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion – Execute Interlocal Agreement with Clark County Public Health for Stormwater Source Control Education and Inspection Services for Existing Small Generators

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
State of Washington Water Pollution Control Law Chapter 90.48 Revised Code of Washington
Federal Water Pollution Control Act (The Clean Water Act), Title 33 United States Code, Section 1251 *et seq.*

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

With the 2020 Census showing that the City of Ridgefield has officially reached the 10,000 population level, the City will be required to operate under the “Western Washington Phase II Municipal Stormwater Permit National Pollutant Discharge Elimination System and State Waste Discharge General Permit” for discharges from Small Municipal Separate Storm Sewers. This requirement takes effect July 1, 2024. This Permit is applicable to owners or operators of regulated small Municipal Separate Storm Sewer Systems (MS4s) which, in Clark County, includes the Cities of Battle Ground, Camas and Washougal. The City of Vancouver and Clark County, which higher population levels in their jurisdictions, fall under a different permit (Phase I).

The Phase II permit requires the City to update its stormwater standards and reference documents (Western Washington Stormwater Manual), develop an education and outreach program, and increases the inspection and monitoring requirements for most stormwater facilities, both public and private. The private facilities that will fall under these requirements will be primarily those with the highest probable contribution to water pollutants, namely existing institutional, commercial, and industrial sites.

The permit will require the City to annually complete the number of inspections equal to 20% of the businesses and/or sites listed in their source control inventory; in other words, the City will be required to inspect all such stormwater facilities falling under this permit every five years. These requirements will likely increase the number of City Public Works/ Stormwater staff to carry out these inspections, education and outreach.

Clark County’s Department of Public Health has received a Department of Ecology Pollution Prevention Assistance grant to provide dedicated staff for inspections whose function is to provide technical and educational outreach to small businesses, including inspections and monitoring. This grant is a level to which the county is offering to provide this assistance to small cities, such as Ridgefield, with the work

fully funded by the Department of Ecology grant. This program is expected to continue well into the future. Currently, Camas and Washougal have been participating, and the City of Battle Ground recently opted back into the program.

By participating in this program, the City is expected to reduce the needs for additional Public Works staff time as it operates under the Phase II permit starting July 1, 2024.

The terms of the agreement are that it will begin upon full execution of the agreement between the City and Clark County, and continues for the duration of Clark County's award from Ecology for the Pollution Prevention Assistance (PPA) Program. Clark County reserves the right to extend the contract for a period of five (5) one (1) year periods.

BUDGET/FINANCIAL IMPACTS:

None. This support is fully funded by a Department of Ecology grant and will be provided by Clark County resources in coordination with City Public Works Stormwater staff.

RECOMMENDED ACTION OR MOTION:

Staff requests action on the Interlocal Agreement. A suggested motion is:

"I move to authorize the City Manager to sign this Interlocal Agreement with Clark County for Stormwater Support Services."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Interagency Agreement Template between CPH and City
2. Clark Public Health_City_Water Monitoring

INTERLOCAL HDC.1785

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF CAMAS616 NE 4th Ave., Camas, WA 98607

and

CITY OF WASHOUGAL

1701 C St., Washougal, WA 98671

Project: Stormwater Source Control for Existing Developments

Service Description: Assist Cities in meeting the requirements for the Phase II Permit with funding from Ecology's Pollution Prevention Assistance (PPA) Program

Contract Name: CCPH Camas-Washougal Interlocal Stormwater PPA HDC.1785

Contract Period: January 1, 2023-Ongoing

Clark County Contacts		
Program	Other	Contract
J. Kimberly Walker-Norton 564-397-7388 j.kimberly.walker-norton@clark.wa.gov	Brian Schlottmann 564-397-8258 brian.schlottman@clark.wa.gov	Joelle Loescher 360.949.5296 CntyHealthGrantContract@clark.wa.gov

City of Camas		
Program	Other	Contract
Jackie Caldwell 360-817-7388 jcaldwell@cityofcamas.us	-----Trevor Evers----- -----360-835-2662----- trevor.evers@cityofwashougal.us	-----Trevor Evers--- -----360-835-2662--- trevor.evers@cityofwashougal.us

City of Washougal		
Program	Other	Contract
Sean Mulderig 360-835-2662 sean.mulderig@cityofwashougal.us	David Scott David.Scott@cityofwashougal.us	David Scott David.Scott@cityofwashougal.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as "Clark," and City of Camas hereinafter referred to as "Camas," and City of Washougal hereinafter referred to as "Washougal," Clark, Camas and Washougal agree to all terms and conditions, exhibits, and requirements of this contract.

CLARK COUNTY

Kathleen Otto 07/26/22
Kathleen Otto, County Manager Date

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink 07/25/22
Amanda Migchelbrink Date
Deputy Prosecuting Attorney

CITY OF CAMAS

By: Steve Hogan 07/22/22
Steve Hogan, Mayor

Attest:
Bernie Bacon 07/25/22
By: Jennifer Gorsuch, City Clerk
Bernie Bacon

Approved as to form only:

By: Shawn MacPherson 07/25/22
Shawn MacPherson, City Attorney

CITY OF WASHOUGAL

By: David Scott 07/25/22
David Scott, City Manager

Attest:
By: Monie Holmes 07/22/22
Jennifer Forsberg, City Clerk
Monie Holmes
Approved as to form only:

By: Ken Woodrich 07/22/22
Ken Woodrich, City Attorney

TERMS AND CONDITIONS

1. Time. The contract shall be effective beginning January 1, 2023 and shall continue for the duration of Clark's award from Ecology for the Pollution Prevention Assistance (PPA) Program. Clark reserves the right to extend the contract for a period of five (5) one (1) year periods.
2. Termination. Parties may terminate this Contract immediately upon any breach by any party in the duties as set forth in the Contract. The waiver by any parties of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Parties may terminate this Contract without cause with a ninety (90) day written notice.
3. Independent Contractor. The Parties to this Contract are independent contractors. No Party is an agent, representative, or partner of the other Party. No Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Contract shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon any Party.
4. Indemnification / Hold Harmless. To the extent authorized by law, the Parties shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party's performance or failure to perform any aspect of this Contract, provided, that if such claims are caused by or result from the concurrent negligence of the Parties, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the Parties to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Contract. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting

from the concurrent negligence of the City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

5. Waiver. No waiver by any party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.
6. Contract Documents: Other documents included in this contract include Exhibit A, Roles and Responsibilities. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
7. Equal Employment Opportunity: Parties will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.
8. Changes: Parties may, from time to time, require changes in the roles and responsibilities to be performed hereunder. Such changes, shall be in writing, signed by all parties and incorporated in the written amendments to the Contract.
9. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.
10. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue

for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

11. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.
12. Conflict of Interest. Parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.
13. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.
14. Consent and Understanding. This contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all parties.
15. Force Majeure. No Party will be liable for failure or delay performing obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreaks of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The

parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

16. Audit and Records. During the progress of the work and for a period of not less than three (3) years from the date of final payment, all parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the parties, the State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit.
17. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT A
ROLES AND RESPONSIBILITIES
CONTRACT HDC.1785

1. Background

Clark County Public Health is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The participating Cities are Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Contract, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

2. Objective

Clark to obtain additional funding through Ecology's Pollution Prevention Assistance Program ("PPA") in order to assist the Cities in meeting their requirements in the Phase II Permit (S5.C.8.b.iii(b)). Cities are required to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the Municipal Separate Storm Sewer System (MS4) or Underground Injection Controls (UICs). The intent is for Clark and the Cities to work together efficiently and effectively to accomplish the project.

3. Roles and Responsibilities of Clark

3.1. Annually, starting in 2023, the Clark shall utilize the Cities' list of existing pollution generating developments to conduct inspections and provide education.

3.1.1. The number of inspections shall be equal to 20% of the existing developments list. Existing developments are defined as institutional, commercial, and industrial sites through the established developments.

3.2. Relay storm pollutant issue(s) that require enforcement actions to the Cities.

3.3. Share printed educational resources and spill kits provided through PPA with the Cities.

4. Roles and Responsibilities of Cities

- 4.1. Provide Clark with a list of existing developments prior to each inspection year.
- 4.2. Address storm pollutant issues relayed from Clark and perform the necessary follow-up visits to confirm compliance.

5. Notices

Any notices to be given under this Contract shall at minimum be delivered, postage prepaid, and addressed to:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts PO Box 9825 Vancouver, WA 98666 cntyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director 616 NE 4th Ave Camas, WA 98607 swall@cityofcamas.us	Attention: Public Works Director 1701 C St Washougal, WA 98671 Trevor.Evers@cityofwashougal.us

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

6. Document Execution and Filing

The Parties agree that this Contract shall be executed using electronic signatures. Upon execution, all Parties shall retain a fully executed Contract. The Cities shall cause a copy of this contract to be posted on their website pursuant to RCW 39.34.040. This fully executed contract shall be distributed to the designated agents of the parties, named as follows:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts cntyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director swall@cityofcamas.us	Attention: Public Works Director Trevor.Evers@cityofwashougal.us

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Health

SR2022 - 1700

DATE: March 1, 2022, 10:00AM

REQUESTED ACTION:

Clark County Council approval to increase P001043 Environmental Health Specialist II, (EHS II) for the Pollutions Protection Assistance program from .60 FTE to 1.0 FTE. Position will continue to be funded by Washington State Department of Ecology with increased grant funding effective July 1, 2022. Also, request approval for County Manager to sign this and any future resulting grant amendment(s).

 X Consent Hearing County Manager

BACKGROUND

The Pollution Prevention Assistance (PPA) Program (formerly known as Local Source Control) provides for a 0.6 FTE Environmental Health Specialist that provides technical assistance and educational outreach to small businesses in an effort to prevent pollution to the waters of the state; reduce use of hazardous substances; ensure proper management and disposal of hazardous substances; and minimize potential hazardous substance exposures to site workers and community members. The grant is State funded through the Environmental Legacy Stewardship Account (ELSA), part of the Model Toxics Control Act (MTCA).

Public Health has performed PPA technical assistance and outreach work under this grant since June of 2016. Since that time Public Health has visited over 500 businesses and provided recommendations for improved hazardous substance storage, handling and disposal, including measures to ensure that hazardous chemicals do not unnecessarily expose site workers or runoff into surface waters. This work includes connecting local businesses to other assistance and resources available to better manage hazardous wastes or seek non-hazardous alternatives. Public Health coordinates our program work closely with staff in Public Works who have also received grant funds for this program. This coordination has allowed county staff to strategically reach out to businesses throughout the county.

Washington State Department of Ecology has approved the increase in FTE and associate funding increase which will be awarded through an amendment to the current Pollution Prevention Program grant agreement. The additional scope of work to justify the 0.40FTE increase, (approved by Washington State Department of Ecology), will be incorporated into a future Interlocal agreement with the City of Washougal and the City of Camas Stormwater Control Department's new requirement from Ecology to conduct inspections of businesses for chemical runoff into stormwater systems.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
	x	Action falls within existing budget capacity.
	x	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
x		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	\$0.00
Grant Fund Dollar Amount	\$68,766
Account	Public Health - 1025
Company Name	Public Health

DISTRIBUTION:

Council staff will post all staff reports to The Web. <https://www.clark.wa.gov/council-meetings>

Kayla Mobley

Kayla Mobley
Financial Operations Manager

Alan Melnick

Alan Melnick
Health Officer/Director

Primary Staff Contact Name and Extension: J. Kimberly Walker-Norton Ext. 7388

APPROVED: *Karen Dill Bonbrun*
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: *March 1, 2022*
SR# *029-22*

APPROVED: _____
Kathleen Otto, County Manager

DATE: _____



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
	GF	Total	GF	Total	GF	Total
1025 / Public Health		\$23,236		\$45,530		
Total		\$23,236		\$45,530		

II. A – Ecology Grant Revenue to support this request.

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
		GF	Total	GF	Total	GF	Total
1025 / Public Health			\$23,236		\$45,530		
Total			\$23,236		\$45,530		

III. B – Expenditure by object category

Fund #/Title	2022 Annual Budget		2023 Annual Budget		2024 Annual Budget	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		\$18,388		\$36,046		
Contractual						
Supplies		\$112		\$204		
Travel						
Other controllables		\$4,736		\$9,280		
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		\$23,236		\$45,530		

Package Number	Fund	Cost Center Name List will be limited based on search string on coding tab	Program Name List will be limited based on selected Cost Center on coding tab	Type	Add, Delete, change involve Change	Does this change involve a reclass?	FTE CHANGE	Effective date of change (MM/YY)	Position #	New job classification	Grade & Range	Length for new project positions
	1025	Environmental Public Health	Solid and Hazardous Waste: Local Source Contro	Operating Change		No	0.40	07/22	P001043			

FOR STAFF REPORTS ONLY:

HR APPROVAL

DPH

William Winfield

Signature

02/23/22

Date

BUDGET OFFICE APPROVAL

Emily Zwetszig

Signature

02/22/22

Date

Cost Center search string		Select Cost Center for list of related Programs				Revenue Category search string												
Package Number	Fund	Cost Center Name List will be limited based on search string	Cost Center ID	Program Name List will be limited based on selected Cost Center above	Program ID	Ledger Account Name	Ledger Acct Number	Revenue Category Name List will be limited based on search string	Revenue Category ID	2022 EXP inc / REV dec (DR)	2022 EXP dec / REV inc (CR)	2023 EXP inc / REV dec (DR)	2023 EXP dec / REV inc (CR)	Type	Operating vs capital	Position	Notes	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Salaries and wages	5010000			13,186.00		27,052		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	State Retirement (PERS/LEOFF)	5040000			1,712.00		3,509		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Benefits - Payroll Taxes	5200000			514.00		2,109		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	EAP Premium	5220000			6.00		12		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Medical Insurance	5221000			1,760.00		1,780		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Industrial Insurance	5222000			779.00		779		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Dental Insurance	5223000			84.00		167		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Life Insurance	5230000			12.00		24		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	General Liability Insurance	5232000			209.00		418		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Disability Insurance	5236000			96.00		199		Ongoing	Operating	P001043	EHS II, increase by .40FTE	
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Supplies	5310000			112.00		224		Ongoing	Operating			
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	Services	5400000			4,736.00		9,280		Ongoing	Operating			
1025	Environmental Public Health	Environmental Public Health	CC166	Solid and Hazardous Waste Local Source Control	PG0617	State Grants	3340000	State Grant from Department of EcologyR0474			23,236		45,530		Ongoing	Operating		

Certificate Of Completion

Envelope Id: 12D4C6BD41CE47B4BBA70C91DD840A2E

Status: Completed

Subject: DocuSign: CCPH Camas-Washougal Interlocal Stormwater PPA HDC.1785_Final.pdf

Source Envelope:

Document Pages: 13

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Joelle Loescher

AutoNav: Enabled

1300 Franklin St

Enveloped Stamping: Enabled

Vancouver, WA 98660

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Joelle.Loescher@clark.wa.gov

IP Address: 64.4.184.5

Record Tracking

Status: Original

Holder: Joelle Loescher

Location: DocuSign

7/22/2022 2:40:04 PM

Joelle.Loescher@clark.wa.gov

Signer Events**Signature****Timestamp**

Amanda Migchelbrink

Amanda.Migchelbrink@clark.wa.gov

Deputy Prosecuting Attorney

Security Level: Email, Account Authentication
(None)*Amanda Migchelbrink*Signature Adoption: Pre-selected Style
Using IP Address: 64.4.181.35

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Signed: 7/25/2022 7:30:13 AM

Electronic Record and Signature Disclosure:

Accepted: 7/25/2022 7:30:02 AM

ID: 3e9819e1-9461-4f96-999c-29ef657bca45

Bernie Bacon

bbacon@cityofcamas.us

Security Level: Email, Account Authentication
(None)*Bernie Bacon*Signature Adoption: Pre-selected Style
Using IP Address: 107.0.23.170

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Viewed: 7/25/2022 7:59:07 AM

Signed: 7/25/2022 7:59:49 AM

Electronic Record and Signature Disclosure:

Accepted: 7/25/2022 7:59:07 AM

ID: d2d909de-9c88-4a96-9c30-a72b9e75cada

David Scott

david.scott@cityofwashougal.us

City Manager

Security Level: Email, Account Authentication
(None)*David Scott*Signature Adoption: Pre-selected Style
Using IP Address: 74.85.229.90

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Signed: 7/25/2022 7:09:25 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2022 3:32:40 AM

ID: a40ce712-0a51-4085-b917-9b1602ce41f2

Joelle Loescher

joelle.loescher@clark.wa.gov

Contract & Procurement Mgmt Analyst

Clark County

Security Level: Email, Account Authentication
(None)**Completed**

Using IP Address: 64.4.184.5

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Viewed: 7/26/2022 8:25:43 AM

Signed: 7/26/2022 8:25:50 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Ken Woodrich ken@woodrich.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2022 2:54:07 PM ID: 4a59c59f-9ca3-4a41-94f0-1d589a61da8d	 Signature Adoption: Uploaded Signature Image Using IP Address: 75.164.44.80 Signed using mobile	Sent: 7/22/2022 2:53:34 PM Viewed: 7/22/2022 2:54:07 PM Signed: 7/22/2022 2:54:31 PM
Monie Holmes monie.holmes@cityofwashougal.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2022 2:55:07 PM ID: 507f27c8-a0c5-4a58-a0b4-7a638ba647f6	 Signature Adoption: Pre-selected Style Using IP Address: 74.85.229.90	Sent: 7/22/2022 2:53:34 PM Viewed: 7/22/2022 2:55:07 PM Signed: 7/22/2022 2:55:35 PM
Shawn MacPherson smacpherson@cityofcamas.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/25/2022 7:11:07 AM ID: 1d92181d-59d5-4659-9141-88b954a1ec61	 Signature Adoption: Pre-selected Style Using IP Address: 24.21.40.95 Signed using mobile	Sent: 7/22/2022 2:53:35 PM Viewed: 7/25/2022 7:11:07 AM Signed: 7/25/2022 7:11:33 AM
Steve Hogan shogan@cityofcamas.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/22/2022 5:03:28 PM ID: 2fdcc549-a82e-4e6e-acaf-3c62964f228d	 Signature Adoption: Pre-selected Style Using IP Address: 107.0.23.170	Sent: 7/22/2022 2:53:34 PM Viewed: 7/22/2022 5:03:28 PM Signed: 7/22/2022 5:03:59 PM
tina redline Tina.Redline@clark.wa.gov Office Supervisor Clark County, WA Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 64.4.181.42	Sent: 7/26/2022 8:25:53 AM Viewed: 7/26/2022 8:41:26 AM Signed: 7/26/2022 8:42:23 AM
Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/26/2022 9:23:15 AM ID: 55a9027b-2052-498b-8a75-792f7aa22918	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 7/26/2022 8:42:26 AM Viewed: 7/26/2022 9:23:15 AM Signed: 7/26/2022 9:23:22 AM

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Intermediary Delivery Events	Status	Timestamp
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J. Kimberly Walker-Norton J.Kimberly.Walker-Norton@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/14/2022 11:09:16 AM ID: 1c16d49e-3def-4b42-b56d-9bd4df7cba1a	COPIED	Sent: 7/26/2022 9:23:29 AM Viewed: 7/26/2022 9:27:16 AM
Rebecca Messinger Rebecca.Messinger@clark.wa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 12:24:50 PM ID: 9ea062d1-b2bc-40f6-9730-cbb6d5eb033f	COPIED	Sent: 7/26/2022 9:23:31 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/26/2022 9:23:15 AM
Signing Complete	Security Checked	7/26/2022 9:23:22 AM
Completed	Security Checked	7/26/2022 9:23:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

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- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

Execute Interlocal Agreement between Clark County Public Health and City of Ridgefield

for
Stormwater Source Control Education and Inspection Services
for Existing Small Generators

Presentation to City Council

April 27, 2023



What is being requested?

- Agreement with Clark County/ Public Health for education and inspection services for Small Quantity Generators (SQG) and discharge into water system
- Satisfies part of the upcoming requirements under Municipal Phase II Discharge Permit (by July 1, 2024) since Ridgefield's population is >10,000.
- No cost to Ridgefield for these services.
- Public Health provides WA Dept. of Ecology-funded staff for education, monitoring and inspection
- Applies to SQGs within City limits

What are Small quantity generators (SQGs) ?

- Businesses in Washington generating
 - < 220 pounds of dangerous waste per month, or
 - < 2.2 pounds of certain kinds of highly toxic waste per month.
- Generally, rules for this category are less complex than they are for medium or large quantity generators.
- Monitor/ inspect for solid and liquid waste going into water runoff, stormwater ponds

What Action is being requested?

- Council action on on the Interlocal Agreement
- Suggested motion:
 - ***“I move to authorize the City Manager to sign this Interlocal Agreement with Clark County for Stormwater Support Services.”***

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion - Approve Overlook Park Splash Pad Change Order

GOVERNING LEGISLATION

Revised Code of Washington Title 35

PREVIOUS COUNCIL ACTION TAKEN:

Approved 2023 Parks Capital Program budget.

SUMMARY/BACKGROUND:

This project proposes the construction of a splash pad behind the stage at the Overlook park. The splash pad will incorporate a combination of natural elements and ground level features for water play with the following considerations:

Approximately 2,000 square feet
Recirculating system
Rain Garden
Direct discharge to sewer

Landform-type amphitheater seatingDue to requirements from the Department of Archaeological and Historical Preservation (DAHP) permit, additional cost including construction acceleration expenses require additional funds. DAHP review was not triggered until the funding from Commerce was confirmed in November 2022. This change order covers the cost of accelerated construction, additional labor, overtime cost, additional equipment, and expedited electrical.

BUDGET/FINANCIAL IMPACTS:

Council action is needed as this change order exceeds the City Manager's authority of \$100,000. Cost savings from current parks capital projects are available to cover the \$128,232.51. A separate budget amendment will be sought in the spring cycle to cover all of the additional costs for the project.

RECOMMENDED ACTION OR MOTION:

Approve the change order to increase the contractor's budget by \$128,232.51

STAFF CONTACT: Galina Burley, Parks Manager, Chuck Green, Public Works Director

ATTACHMENTS:

1. Change Order 2

Contract Change Order Certification



City of Ridgefield
510 Pioneer St, Suite B
PO BOX 608
Ridgefield, WA 98642

CHANGE ORDER NO.: 2
PROJECT: P21004: Overlook Park Improvements
BUDGET NO.: 300-76-594-76-6065
CONTRACTOR: Keystone Contracting, Inc.
CONTRACT NO.: C2022-040

DESCRIPTION OF CHANGE ORDER WORK

Provide a temporary electrical meter and panel install at Overlook Park. This is needed due to the long lead-time issue with the stainless meter and panel and will allow for continued work on the project under the current contract schedule. This change order also accounts for the costs on the accelerated timeline to start construction in mid-April 2023 and complete by end of June 2023. The cost breakdown for the temporary electrical meter and panel, along with the acceleration schedule for the project is as follows:

Temporary electrical meter and panel materials/installation	\$5,869.19
Tax (8.7%)	\$510.62
Total cost for temporary electrical meter and panel	\$6,379.81

Additional labor (three laborers six weeks)	\$57,600
Overtime cost	\$24,000
Additional equipment cost	\$24,000
Expedite electrical	\$6,500
Tax (8.7%)	\$9,752.70
Total cost for acceleration	\$121,852.70

The total combined cost of the temporary electrical meter & panel and new accelerated schedule is \$128,232.51.

The Contractor agrees that this change order represents full and final compensation to add the work described herein.

ORIGINAL CONTRACT AMOUNT:	\$828,624
PREVIOUS APPROVED CHANGE ORDERS:	\$0
CHANGE ORDER AMOUNT:	\$128,232.51

REVISED CONTRACT AMOUNT: \$956,856.51

The payments and/or additional time specified and agreed to in this Change Order shall include any claim by the Contractor for any extra compensation or extension of time with respect to the work described herein, including any time which may have resulted prior to executing this Change Order.

Except as herein modified, the terms of the basic Contract shall remain in full force and effect.

Receipt acknowledged and terms and Conditions agreed to by:

_____ (Contractors Authorized Official)	_____ (Date)	<u>President</u> _____ (Title)
--	-----------------	--------------------------------------

Approved For City of Ridgefield:

_____ (Citys Authorized Official)	_____ (Date)	<u>Public Works Director</u> _____ (Title)
--------------------------------------	-----------------	--

TAPANI ELECTRIC

COR: CO#02
Date: 3/16/2023



Project: OVERLOOK PARK

Description: Due to long lead time issue with the stainless meter and panel below is cost for a temporary meter and panel install that will work with current work schedule.

Direct Labor

Item #	Description	Qty	Unit	Unit price	Total Price
1	Electrician credit	16		\$ 81.90	\$ 1,310.40
2					
3					\$ -
Labor subtotal					\$ 1,310.40
12% Mark-up Allowance					\$ 157.24
Total Labor					\$ 1,467.64

Materials

Item #	Description	Qty	Unit	Unit price	Total Price
1	200a panelboard (non-stainless temp)	1.00		\$ 2,260.49	\$ 2,260.49
2	Meter enclosure (non-stainless temp)	1.00		\$ 870.09	\$ 870.09
3					
4					
5					\$ -
6					\$ -
7					
8					
9					
10					\$ -
Material subtotal					\$ 3,130.58
12% Mark-up Allowance					\$ 375.67
Total Materials					\$ 3,506.25

Equipment

Item #	Description	Qty	Unit	Unit price	Total Price
1					
2					
3					
Equipment subtotal					
15% Mark-up Allowance					
Total Labor					

2nd Tier Subcontractor Costs

Item #	Description	Qty	Unit	Unit price	Total Price
1					\$ -
Subcontractor Subtotal					\$ -
12% Mark-up Allowance					\$ -
Total Subcontractor					\$ -

Total Direct Labor	\$ 1,467.64
Total Material	\$ 3,506.25
Total Equipment	\$ -
Total Sub	\$ -
TOTAL	\$ 4,973.89

15% OVERHEAD 3% PROFIT

1 TOTAL W/O SALES TAX

895.30

5869.19

From: [Mike Shaw](#)
To: [Melissa Irwin](#); [Galina Burley](#)
Cc: [Mike Shaw](#); [Keystone Contracting](#)
Subject: Re: Overlook Park Acceleration Costs
Date: Wednesday, April 5, 2023 8:06:59 AM
Attachments: [image001.png](#)

Melissa,

The total did not include 8.7% sales tax.

The sales tax is \$9,752.70 which makes total \$121,852.70.

Mike Shaw
Keystone Contracting, Inc.

On 04/04/2023 4:58 PM Melissa Irwin <melissa.irwin@ridgefieldwa.us> wrote:

Mike,

For the additional cost breakdown proposed by you below to accelerate the Overlook Park Splash Pad construction project, please confirm whether this cost includes the tax amount. If not, please send updated pricing including the tax amount (at the 8.7% tax rate). Please advise.

The following are the cost to accelerate the Overlook Park Project starting construction in mid-April 2023 and completing by June 30, 2023.

Additional labor, three laborers six weeks	\$57,600
Overtime cost	\$24,000
Additional equipment cost	\$24,000

Expedite electrical

\$ 6,500

TOTAL COST

\$112,100

Best Regards,



Melissa Irwin

Procurement Coordinator | Finance

(360) 857-5048

www.ridgefieldwa.us

510 Pioneer St Ste 510 | PO BOX 608 | Ridgefield, WA 98642

melissa.irwin@ridgefieldwa.us

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**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Motion - Approval of the Appointment Process for City Councilor

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Public Hearing and First Reading Ordinance No. 1399 - Sanderling Park Phase 1
Plat Alteration

GOVERNING LEGISLATION

RCW 58.17 - Plats - Subdivisions - Dedications

PREVIOUS COUNCIL ACTION TAKEN:

Council approved the Sanderling Park Phase 1 final plat on July 14, 2022.

SUMMARY/BACKGROUND:

An alteration to the Sanderling Park Phase 1 final plat pertaining to the designation of S Green Pastures Drive is requested. See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To waive second ordinance reading and approve the plat alteration:

"I move to waive second reading and approve the Sanderling Park Phase 1 plat alteration as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. Hearing Examiner's Final Order
3. Sanderling Park Phase 1 recorded plat
4. Sanderling Park Phase 1 revised plat

ORDINANCE NO. 1399

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING THE SANDERLING PARK PUD
PHASE 1 FINAL PLAT**

WHEREAS, subdivisions in the State of Washington are regulated by Revised Code of Washington (RCW) Chapter 58.17, Plats – Subdivisions - Dedications; and

WHEREAS, final plats and plat alterations in the City of Ridgefield are regulated by Ridgefield Municipal Code (RMC) Chapter 18.620, Procedure for Subdivision; and

WHEREAS, Ridgefield City Council approved the Sanderling Park Planned Unit Development (PUD) Phase 1 final plat on July 14, 2022; and

WHEREAS, the Sanderling Park PUD Phase 1 final plat was filed for record with the Clark County Auditor on August 3, 2023; and

WHEREAS, the recorded plat identified S Green Pastures Drive as a Collector street with a minimum 15-foot street side yard setback; and

WHEREAS, the City and the Developer (Pahlich Homes at Sanderling Park LP) agreed to relocate the Collector street to the southern boundary of Sanderling Park PUD outside of Phase 1, converting S Green Pastures Drive into a Local Access street with a minimum 10-foot street side yard setback; and

WHEREAS, the Developer submitted for review a revised Phase 1 final plat removing the Collector designation on S Green Pastures Drive; and

WHEREAS, the City Hearing Examiner held a public hearing on the proposed plat alteration on April 18, 2023 in compliance with the requirements of RMC 18.620.150.B and RCW 58.17.215; and

WHEREAS, the Hearing Examiner issued a recommendation of approval with conditions to City Council on April 19, 2023; and

WHEREAS, the City Council held a public hearing on the proposed plat alteration at their regular meeting on April 27, 2023 in compliance with the requirements of RMC 18.620.150.B and RCW 58.17.215; and

WHEREAS, the City Council waived second ordinance reading;

NOW THEREFORE, the City Council for the City of Ridgefield hereby ordains as follows:

SECTION 1. Plat Alteration. The Sanderling Park Phase 1 Final Plat shall be amended as shown in Exhibit A.

SECTION 2. Conditions of Approval. The Developer shall comply with the conditions of approval enumerated in the staff report to City Council (Exhibit B).

SECTION 3. Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

SECTION 4. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 27TH DAY OF APRIL, 2023.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: April 27, 2023
Second reading/Passage: Waived
Date of Publication: _____
Effective Date: _____

EXHIBIT A:

Amended Sanderling Park Phase 1 Final Plat

EXHIBIT B:

Conditions of Approval



COMMUNITY DEVELOPMENT DEPARTMENT

510-B Pioneer Street | PO Box 608 | Ridgefield, WA 98642
(360) 887-3908 | Fax: (360) 887-2507 | www.ridgefieldwa.us

Sanderling Park Phase 1 Plat Alteration

Council Staff Report

File No. MASTER-23-0011, PLZ-23-0015

April 27, 2023

I. Basic Facts

Application date: On March 29, 2023, the City received an application for final plat alteration for Sanderling Park Planned Unit Development (PUD) Phase 1.

Proposal: Remove “Collector” designation from S Green Pastures Drive to reflect change in location of the east-west collector road through Sanderling Park. As a result, the non-collector street side yard setback (10 feet) will apply to lots with street side yards adjacent to S Green Pastures Drive.

Applicant: AKS Forestry & Engineering, 9600 NE 126th Ave #2520 / Vancouver, WA 98682. Contact: Alex Burzynski, 360-882-0419, burzynskia@aks-eng.com; Michael Andreotti, andreottim@aks-eng.com

Property Owners: 1. Pahlisch Homes at Sanderling Park LP. 210 SW Wilson Ave Ste 100 / Bend, OR 97702. Contact: Geff Halle, 503-560-2553, geffh@pahlisch.com; Jerry Jones, jerryj@pahlisch.com

2. Sanderling Park Owners Association C/O Pahlisch Homes at Sanderling Park LP.

Property Information: Sanderling Park PH1

Zoning: Residential Low Density 4 (RLD-4)

Comprehensive Plan: Urban Low (UL)

Applicable Criteria: RDC 18.620.150 Final plat – Alterations, vacations; Ridgefield Engineering Standards for Public Works Construction

Council hearing date: April 27, 2023

II. Background and Proposal

The Hearing Examiner approved the Kennedy Farm East preliminary planned unit development (PUD) plat on March 19, 2019, as PLZ-18-0085. See Figures 1-3. The project has since been renamed to Sanderling Park. The overall Kennedy Farm East approval was for 435 lots on 89.65 acres in the RLD-4 zone. The project is subject to the 2007 Kennedy Development Agreement and 2017 Kennedy Development Agreement Amendment, which established a target average density of between four and six units per gross acre for Kennedy Farms West and East. The approved Kennedy East/Sanderling Park density is 4.85 units per gross acre, in compliance with the DA.

Figure 1. Kennedy Farm East (Sanderling Park) Site

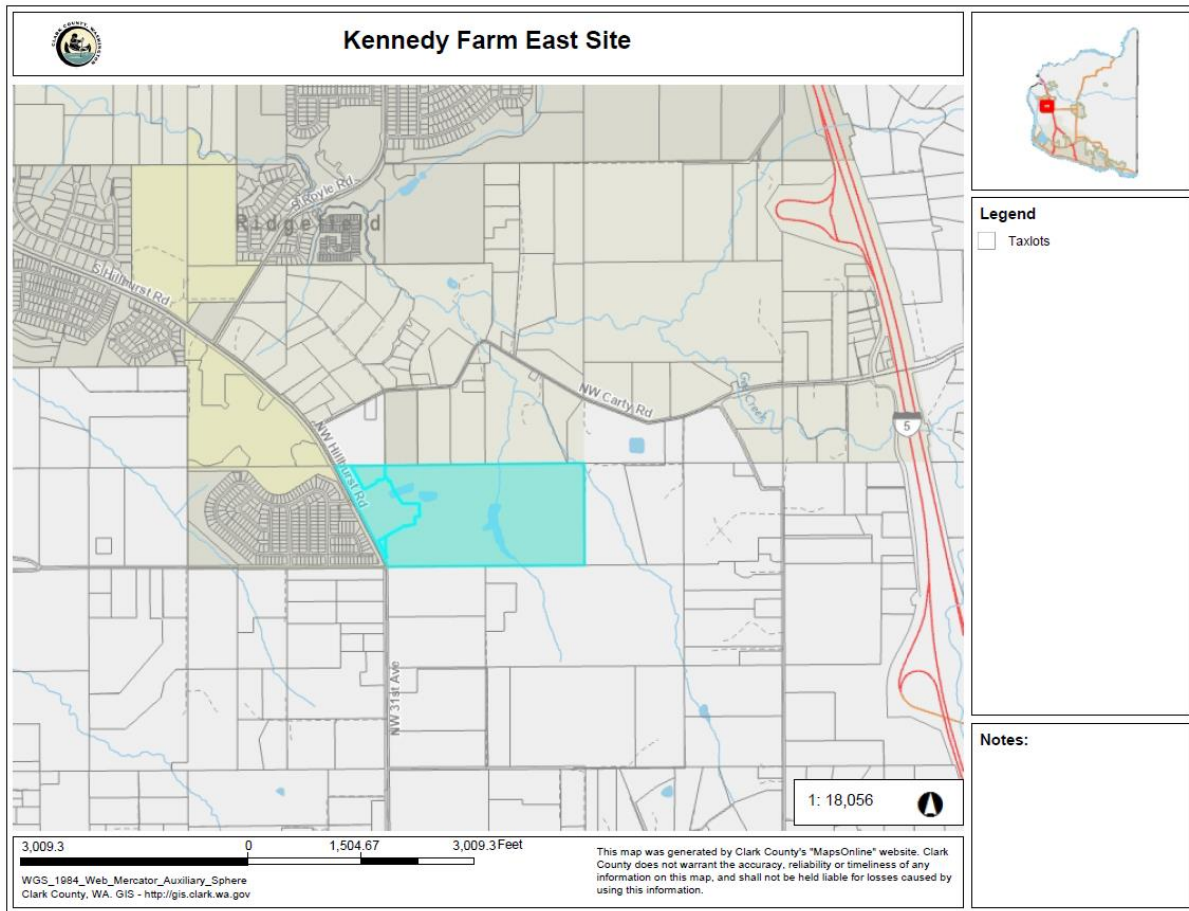


Figure 2. Kennedy Farm East Preliminary PUD PLZ-18-0085

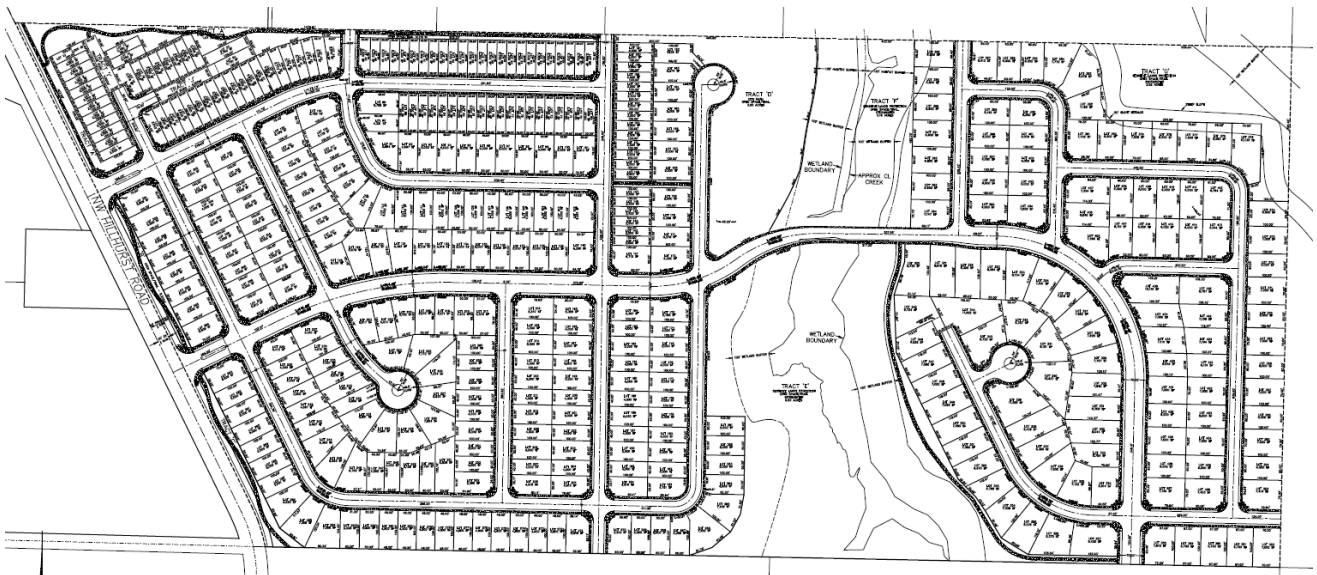
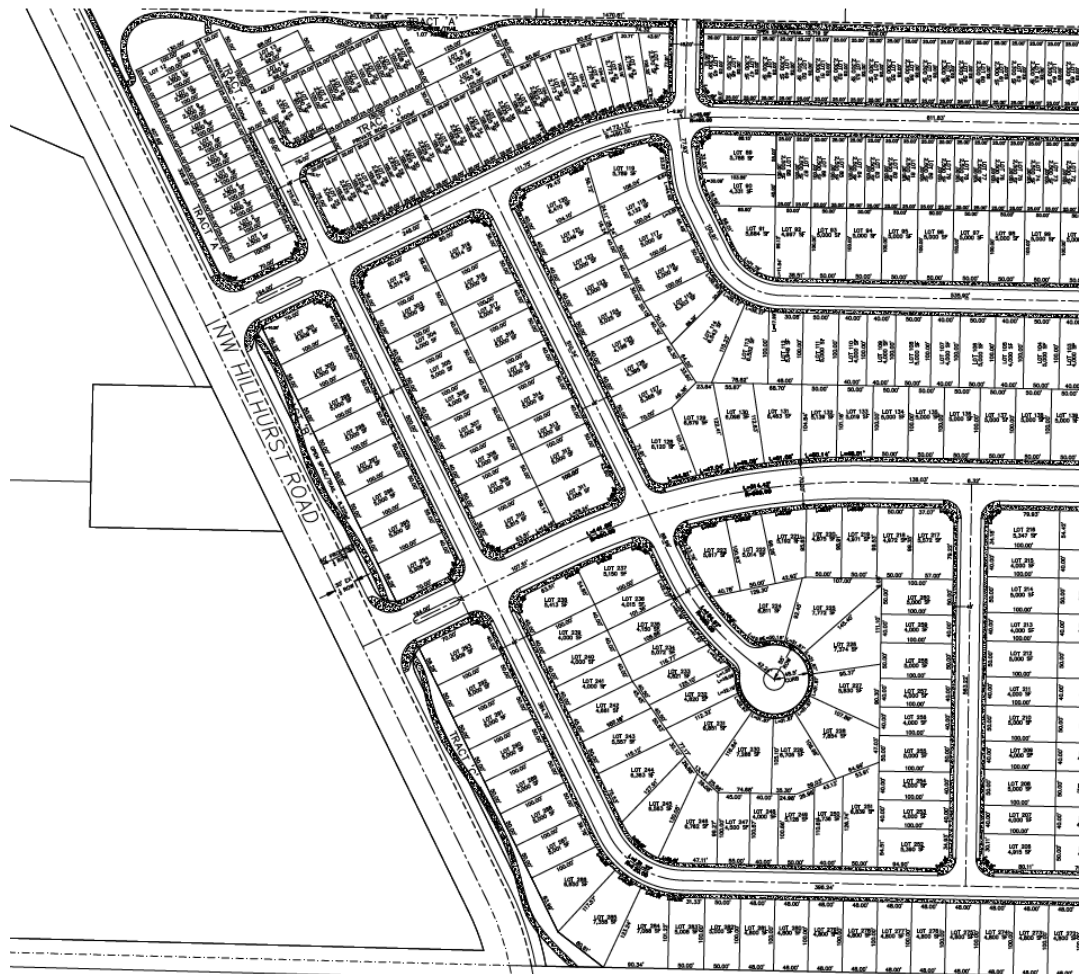


Figure 3. Kennedy Farm East Preliminary PUD PLZ-18-0085 – Western Portion



Staff approved a Type I post decision review for Kennedy Farm East to relocate storm facilities in the eastern portion of the PUD on February 20, 2020 (PLZ-19-0094). The impacted area is outside of Sanderling Park Phase 1.

Staff approved a Type I post decision review for Kennedy Farm East to make minor modifications to lot dimensions and create a community amenity tract in the western area of the PUD including the area now defined as Sanderling Park Phase 1 on June 11, 2021 (PLZ-21-0037). See Figure 4.

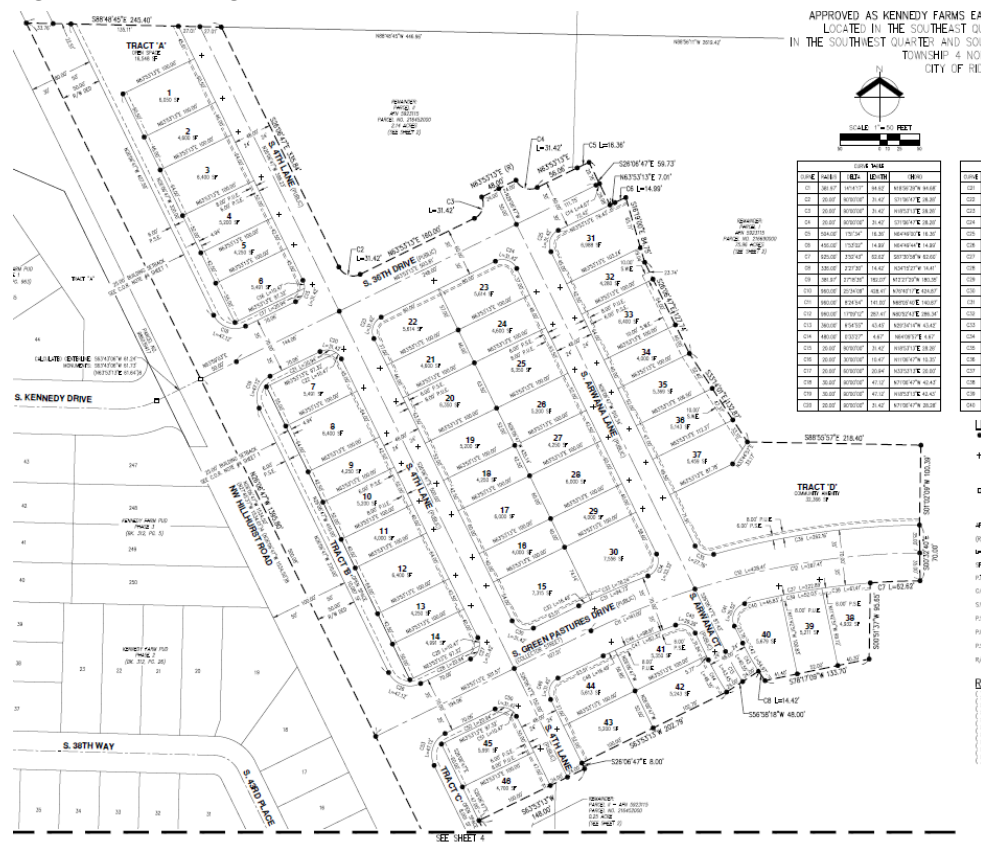
Staff approved a Type II post decision review for Sanderling Park to modify the layout of the townhouse lots in Phase 3 on February 17, 2022 (PLZ-21-0112). The impacted area is outside of Sanderling Park Phase 1.

Figure 4. Kennedy Farm East Type I PDR PLZ-21-0037



On July 14, 2022, Ridgefield City Council approved the Sanderling Park Phase 1 final plat (PLZ-22-0010). See Figure 5. Phase 1 subdivided Parcel #986059670 (12.26 acres) into 46 single-family detached residential lots, consistent with the Kennedy Farms DA, Kennedy Farm East Preliminary PUD, and subsequent post decision review. The Phase 1 final plat was recorded at the Clark County Auditor's office on August 3, 2023.

Figure 5. Sanderling Park Phase 1 Final Plat PLZ-22-0010



S Green Pastures Drive is the east-west street through Phase 1. On the recorded Sanderling Park Phase 1 final plat, S Green Pastures Drive was labeled as a collector street. Per the Kennedy Farm East preliminary PUD, the required minimum street side yard setback adjacent to collector streets is fifteen (15) feet. The required minimum street side yard setback adjacent to non-collector streets is ten (10) feet. The Phase 1 final plat includes a table showing these street side yard setback standards. Therefore, as approved through PLZ-22-0010, the required street side yard setback adjacent to S Green Pastures Drive is fifteen feet.

Through engineering review of the Sanderling Park project, the applicant and the City agreed to relocate the east-west collector street through Sanderling Park to the southern boundary of the overall subdivision, outside of Phase 1. See Figure 6. Therefore, S Green Pastures Drive is not a collector street (it is a local access street) and should not be identified as a collector street on the Phase 1 final plat. Further, the ten-foot minimum street side yard setback for non-collector streets should apply to lots adjacent to S Green Pastures Drive rather than the fifteen-foot minimum street side yard setback for collector streets. The plat alteration proposal is to revise the Sanderling Park Phase 1 final plat accordingly.

[illegible]

Page 180 of 207

The City provided notice of the application and hearing date to all owners of property within the Phase 1, all adjacent landowners within 300 feet of the Phase 1 boundary, and the newspaper of record (Columbian) as required in RCW 58.17.215 and 58.17.090. The notices were published and distributed on April 4, 2023.

The hearing examiner reviewed the petition for plat alteration and held a public land use hearing on April 18, 2023 (6:00PM). The hearing examiner issued a recommendation (approval) to City Council as required in RDC 18.620.150.B. The City Council will hold a public hearing on April 27, 2023.

Staff finds that the applicable plat alteration standards in RDC 18.620.150, RCW 58.17.215, and RCW 58.17.090 have been met.

Further, staff finds that the proposed 10-foot minimum street side yard setback for lots adjacent to S Green Pastures Drive, a local access street, is consistent with the 10-foot minimum street side yard setback adjacent to non-collector streets approved through the preliminary Kennedy Farms East PUD (PLZ-18-0085).

IV. Survey Review

Findings

Staff sent the amended Phase 1 final plat to Gray & Osborne, Inc. for survey review on March 23, 2023. Gray & Osborne found that no survey revisions were required on March 30, 2023.

V. Engineering Review

Findings

Chuck Green, Public Works Director and City Engineer, reviewed the proposed plat amendment and found on April 3, 2023 that it would be acceptable from an engineering perspective with the following understanding:

1. The new east-west collector alignment is constructed as shown on plans for other phases.
2. The Phase 1 Plat Alteration has no effect on the Kennedy Test Well Agreement approved by the Ridgefield City Council on March 23, 2023.
3. A reduction in setbacks along Green Pastures Drive to reflect its new Local Access designation is acceptable.
4. A note is placed in the revised Phase 1 plat noting the future collector alignment and noting it will be built with future phases of Sanderling.

The applicant added the plat note required by (4), which reads: *The “Collector Street” for this subdivision shall be designated on future plats of subsequent phases.*

Items (1) – (3) are addressed in the conditions of approval in Section VI of this report.

VI. Recommendation

On April 19, 2023 the Hearing Examiner issued a recommendation of **approval** of the Sanderling Park Phase 1 final plat alteration to City Council subject to the following **conditions of approval**:

1. The City shall comply with the procedural requirements in RDC 18.620.150.
2. Per RCW 58.17.215, upon approval of the alteration, the applicant shall submit revised final plat mylars for signature and record the signed mylars with the County auditor.

3. The applicant shall record the revised CC&Rs with the County auditor.
4. The applicant shall submit electronic copies of the recorded final plat and CC&Rs to the City within 30 days of recording.
5. The new east-west collector alignment shall be constructed as shown on plans for other phases of Sanderling Park.
6. The Phase 1 plat alteration shall have no effect on Kennedy Test Well agreement approved by Council on March 23, 2023.
7. The minimum street side yard setback along S Green Pastures Drive shall be 10 feet as per its designation as a Local Access street.

The hearing examiner's recommendation (final order) is included as an attachment.

Staff requests Council waive second ordinance reading and approve the Sanderling Park Phase 1 plat alteration as presented.

Reviewed by:

Claire Lust, Community Development Director. Claire.lust@ridgefieldwa.us, 360.857.5024

Chuck Green, Public Works Director. chuck.green@ridgefieldwa.us, 360.857.5022

**BEFORE THE LAND USE HEARING EXAMINER
OF CITY OF RIDGEFIELD, WASHINGTON**

Regarding an application by AKS Forestry & Engineering to alter the final plat for Sanderling Park Phase 1 to remove the “collector” designation of S. Green Pasture Drive, in the City of Ridgefield, Washington) **FINAL ORDER**
) **Master-23-0011,**
) **PLZ-23-0015**
) **(Sanderling Park Phase 1)**

A. SUMMARY

1. AKS Forestry & Engineering, the applicant, requests approval a plat alteration to remove the “Collector” designation from S. Green Pastures Drive to reflect a change in location of the east-west collector road through Sanderling Park. As a result, the non-collector street side yard setback (10 feet) will apply to lots with street side yards adjacent to S. Green Pastures Drive.

a. The Ridgefield Hearing Examiner approved the Kennedy Farm East preliminary Planned Unit Development (PUD) plat on March 19, 2019 (PLZ-18-0085). The project has since been renamed to Sanderling Park.

b. On July 14, 2022, the Ridgefield City Council approved the Sanderling Park Phase 1 final plat (PLZ-22-0010) subdividing Parcel #986059670 (12.26 acres) into 46 single-family detached residential lots, consistent with the Kennedy Farms Development Agreements, Kennedy Farm East Preliminary PUD, and subsequent post decision reviews. The Phase 1 final plat was recorded at the Clark County Auditor’s office on August 3, 2023.

c. S. Green Pastures Drive is the east-west street through Sanderling Park Phase 1. S. Green Pastures Drive was labeled as a collector street on the recorded Sanderling Park Phase 1 final plat. Per the Kennedy Farm East preliminary PUD, the required minimum street side yard setback adjacent to collector streets is fifteen (15) feet. The required minimum street side yard setback adjacent to non-collector streets is ten (10) feet. The Phase 1 final plat includes a table showing these street side yard setback standards. Therefore, the approved final plat (PLZ-22-0010) requires a fifteen-foot street side yard setback for lots adjacent to S. Green Pastures Drive.

d. The applicant and the City agreed, through engineering review of the Sanderling Park project, to relocate the east-west collector street through Sanderling Park to the southern boundary of the overall subdivision, outside of Phase 1. Therefore, S. Green Pastures Drive is not a collector street (it is a local access street) and should not be identified as a collector street on the Phase 1 final plat. Further, the ten-foot minimum street side yard setback for non-collector streets should apply to lots adjacent to S. Green Pastures Drive rather than the fifteen-foot minimum street side yard setback for collector streets. Approval of this plat alteration will revise the Sanderling Park Phase 1 final plat accordingly.

2. City of Ridgefield Hearing Examiner Joe Turner (the "examiner") conducted a public hearing to receive testimony and evidence about the application. City staff

recommended the examiner forward a recommendation to the City Council to approve the proposed plat alteration, subject to conditions. See the City of Ridgefield Staff Report to the Hearing Examiner dated April 12, 2023 (the “Staff Report”). The applicant accepted the findings and conditions in the Staff Report without exceptions. No one else testified orally or in writing.

3. Based on the findings provided or incorporated herein, the examiner recommends the City Council approve the proposed plat alteration subject to the conditions at the end of this final order.

B. HEARING AND RECORD HIGHLIGHTS

1. The examiner received testimony at the public hearing about this application on April 18, 2023. All exhibits and records of testimony are filed at the City of Ridgefield. The examiner announced at the beginning of the hearing the rights of persons with an interest in the matter, including the right to request that the examiner continue the hearing or hold open the public record, the duty of those persons to testify and to raise all issues to preserve appeal rights and the manner in which the hearing will be conducted. The examiner disclaimed any *ex parte* contacts, bias or conflicts of interest. The following is a summary by the examiner of testimony and evidence offered at the public hearing.

2. Ridgefield community development director summarized the Staff Report, the applicable approval criteria, and the approval history of the development. She recommended the examiner forward a recommendation to the City Council to approve the proposed plat alteration, subject to recommended conditions in the Staff Report.

3. Planner Michael Andreotti appeared on behalf of the applicant, AKS Forestry & Engineering and accepted the findings and conditions in the Staff Report without exceptions.

4. The examiner closed the record at the end of the hearing and announced his intention to recommend the City Council approve the application, subject to the conditions in the Staff Report.

C. DISCUSSION

1. City staff recommended approval of the application, based on the affirmative findings and subject to conditions of approval in the Staff Report. The applicant accepted those findings and conditions without objections.

2. The examiner concludes that the affirmative findings in the Staff Report show that the proposed plat alteration does or can comply with the applicable approval standards, provided the applicant complies with recommended conditions of approval. The examiner adopts the affirmative findings in the Staff Report as his own.

D. CONCLUSION

Based on the findings and discussion provided or incorporated herein, the examiner concludes that plat alteration Master-23-0011, PLZ-23-0015 (Sanderling Park Phase 1) should be approved, because the application does or can comply with applicable standards of the Ridgefield Development Code (the “RDC”) and the Revised Code of the State of Washington, subject to conditions of approval necessary to ensure the revised final plat and resulting development will comply with the Code.

E. ORDER

The Hearing Examiner recommends that the City Council APPROVE plat alteration Master-23-0011, PLZ-23-0015 (Sanderling Park Phase 1) subject to the following conditions of approval:

CONDITIONS OF APPROVAL

1. The City shall comply with the procedural requirements in RDC 18.620.150.
2. Per RCW 58.17.215, upon approval of the alteration, the applicant shall submit revised final plat mylars for signature and record the signed mylars with the County auditor.
3. The applicant shall record the revised CC&Rs with the County auditor.
4. The applicant shall submit electronic copies of the recorded final plat and CC&Rs to the City within 30 days of recording.
5. The new east-west collector alignment shall be constructed as shown on plans for other phases of Sanderling Park.
6. The Phase 1 plat alteration shall have no effect on Kennedy Test Well agreement approved by Council on March 23, 2023.
7. The minimum street side yard setback along S Green Pastures Drive shall be 10 feet as per its designation as a Local Access street.

DATED this 19th day of April 2023.

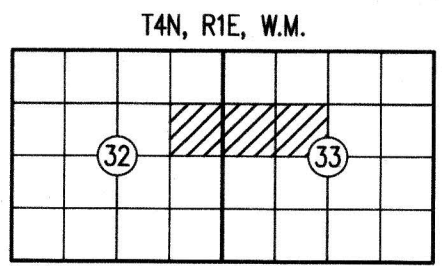
A handwritten signature in black ink, appearing to read 'Joe Turner', with a long horizontal flourish extending to the right.

Joe Turner, AICP
City of Ridgefield Hearing Examiner

SANDERLING PARK, A PLAT COMMUNITY

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
JULY 2022



CITY OF RIDGEFIELD MAYOR

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIDGEFIELD, COUNTY OF CLARK,

STATE OF WASHINGTON, THIS 21 DAY OF July 2022.

David L. Jones 7-21-22
MAYOR, CITY OF RIDGEFIELD DATE

ATTESTED BY: Julie Reiss
CITY CLERK

CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT

Clara Jost 7-20-2022
CITY COMMUNITY DEVELOPMENT DIRECTOR DATE

CITY OF RIDGEFIELD PUBLIC WORKS

David L. Jones 7-20-22
CITY PUBLIC WORKS DIRECTOR DATE

CITY OF RIDGEFIELD ENGINEER

Paul H. For Greg Kinsey 7-20-22
CITY OF RIDGEFIELD ENGINEER DATE

DECLARANT DECLARATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED
HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST
COMMUNITY NAMED SANDERLING PARK, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN
THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE
REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND
NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY
LAW AND THE DECLARATION FOR SANDERLING PARK, RECORDED UNDER CLARK COUNTY
RECORDING NO. 6067424

PAHLISCH HOMES AT SANDERLING PARK, LP
AN OREGON LIMITED PARTNERSHIP

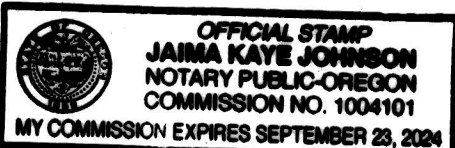
BY: Jerry Jones, Jr. 7/14/2022
NAME: JERRY JONES, JR. DATE
ITS: SENIOR DIRECTOR OF LAND DEVELOPMENT

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF Deschutes } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Jerry Jones, Jr.
IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT
THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY ARE AUTHORIZED TO
EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF
PAHLISCH HOMES AT SANDERLING PARK, AN OREGON LIMITED PARTNERSHIP, TO BE THE
FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.

Jaima Kaye Johnson
NOTARY SIGNATURE
DATED: 7-7-22
PRINTED NAME: Jaima Kaye Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 7-23-24



DEDICATION

KNOW TO ALL PERSONS BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE
TRACT OF LAND HEREIN DESCRIBED HAVE CAUSED THE SAME TO BE PLATTED ACCORDING
TO THE PLAT HERETO ANNEXED. SAME TO BE KNOWN AS SANDERLING PARK PHASE 1,
AND HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON TO THE
PUBLIC USE FOREVER.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

PAHLISCH HOMES AT SANDERLING PARK, LP
AN OREGON LIMITED PARTNERSHIP

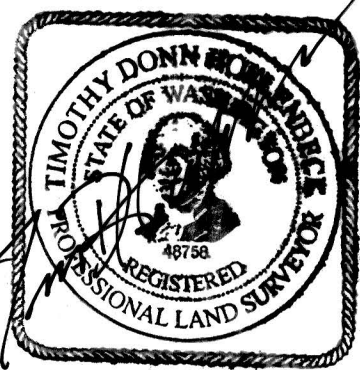
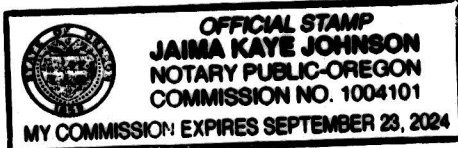
BY: Jerry Jones, Jr. 7/14/2022
NAME: JERRY JONES, JR. DATE
ITS: SENIOR DIRECTOR OF LAND DEVELOPMENT

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF Deschutes } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Jerry Jones, Jr.
IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT
THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY ARE AUTHORIZED TO
EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF
PAHLISCH HOMES AT SANDERLING PARK, AN OREGON LIMITED PARTNERSHIP, TO BE THE
FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.

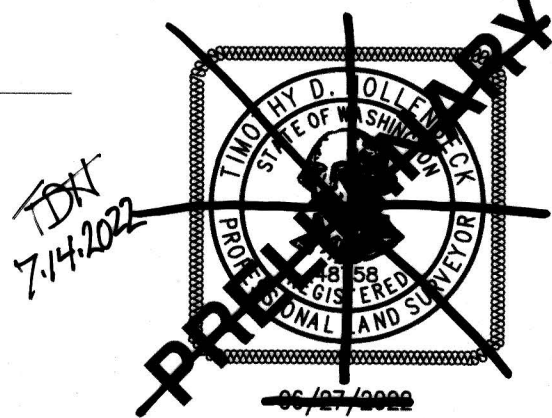
Jaima Kaye Johnson
NOTARY SIGNATURE
DATED: 7-7-22
PRINTED NAME: Jaima Kaye Johnson
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES 7-23-24



LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST
OF PAHLISCH HOMES AT SANDERLING PARK, LP IN SEPTEMBER, 2021. I HEREBY CERTIFY
THAT THIS MAP FOR SANDERLING PARK IS BASED UPON AN ACTUAL SURVEY OF THE
PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY
SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON
INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL
BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR
CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN
ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED
BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

Timothy D. Hollenbeck
TIMOTHY D. HOLLENBECK
PROFESSIONAL LAND SURVEYOR NO. 48758

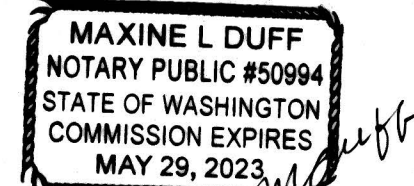


ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF CLARK } SS

SIGNED OR ATTESTED BEFORE ME ON 7.14.2022 BY TIMOTHY D. HOLLENBECK.

Maxine L. Duff
NOTARY SIGNATURE
DATED: 7.14.2022
PRINTED NAME: Maxine L. Duff
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES 5.29.2023



CLARK REGIONAL WASTEWATER DISTRICT

Lauren Danaher 7-21-22
DEVELOPMENT MANAGER DATE

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE
KNOWN AS "SANDERLING PARK PHASE 1" PLAT NO. 6067424
CLARK COUNTY, WASHINGTON.

David L. Jones for Peter Van Noortwick 8/1/2022
CLARK COUNTY ASSESSOR DATE

CLARK COUNTY AUDITOR

FILED FOR RECORD THIS 1 DAY OF August, 2022, AT 1:44 AM, PUD

IN BOOK 312 OF PLATS, AT PAGE 223

AT THE REQUEST OF PAHLISCH HOMES AT SANDERLING PARK, LP.

AUDITOR'S FILE NUMBER 6067424

COUNTY AUDITOR Paul H. For Greg Kinsey

PREPARED FOR

PAHLISCH HOMES AT SANDERLING PARK, LP
210 SW WILSON AVE, SUITE 100
BEND OR, 97702

SHEET 1 OF 5

JOB NAME: SANDERLING PARK	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com
JOB NUMBER: 8939	
DRAWN BY: TDH	
CHECKED BY: JOH	
DRAWING NO.: 8939CPLAT-PHS1	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



BK 312 P 223 2/5

SANDERLING PARK, A PLAT COMMUNITY

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
JULY 2022

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE OUTER BOUNDARY OF THE PROPERTY DESCRIBED IN THAT STATUTORY WARRANTY DEED RECORDED JUNE 15, 2021 UNDER AUDITOR'S FILE NO. 5923115, CLARK COUNTY DEED RECORDS, AND TO SUBDIVIDE A PORTION THEREOF PER CITY OF RIDGEFIELD HEARING EXAMINER'S FINAL ORDER FOR KENNEDY FARMS EAST PUD PROJECT NO. PLZ-18-0085 AND THE SUBSEQUENT POST DECISION REVIEW PROJECT NO. PLZ-19-0094, POST DECISION REVIEW PROJECT NO. PLZ-21-0037, AND POST DECISION REVIEW PROJECT NO. PLZ-21-0112.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963. SEE BASIS OF BEARINGS NOTE HEREON FOR DETAILS. THE WEST QUARTER CORNER OF SAID SECTION 33 IS HELD AS THE BASIS OF POSITION AND THE NORTHWEST CORNER OF SAID SECTION 33 IS HELD FOR THE BASIS OF BEARING FOR THIS SURVEY.

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE SOUTH HALF THEREOF, WAS ESTABLISHED PER THE BUREAU OF LAND MANAGEMENT MANUAL OF SURVEYING INSTRUCTIONS FROM THE FOLLOWING FOUND AND ACCEPTED MONUMENTS: THE NORTHWEST CORNER PER LAND CORNER RECORD IN BOOK 2, PAGE 168; THE WEST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 2; THE NORTH QUARTER CORNER PER LAND CORNER RECORD IN BOOK 16, PAGE 21; THE EAST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 16, PAGE 25. THE SOUTH QUARTER CORNER WAS CALCULATED BY SINGLE PROPORTION BETWEEN THE FOUND AND ACCEPTED MONUMENTS AT THE SOUTHWEST CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 5, AND THE SOUTHEAST CORNER PER LAND CORNER RECORD IN BOOK 4, PAGE 87.

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE SOUTH HALF THEREOF, WAS ESTABLISHED PER THE BUREAU OF LAND MANAGEMENT MANUAL OF SURVEYING INSTRUCTIONS FROM THE FOLLOWING FOUND AND ACCEPTED MONUMENTS: THE NORTHEAST CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 168; THE EAST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 2; THE NORTH QUARTER CORNER PER LAND CORNER RECORD IN BOOK 2, PAGE 161. THE SOUTH QUARTER CORNER AND THE WEST QUARTER CORNER WERE CALCULATED PER RECORD OF SURVEY IN BOOK 19, PAGE 194. THE FOUND EAST QUARTER CORNER WAS HELD AS THE BASIS OF POSITION AND THE FOUND NORTH QUARTER CORNER WAS HELD AS THE BASIS OF BEARING FOR THE CALCULATIONS. THE MEASURED DISTANCE BETWEEN THE TWO FOUND MONUMENTS IS THE SAME AS THAT IN SAID RECORD OF SURVEY.

THE CENTERLINE OF NORTHWEST HILLHURST ROAD WAS CALCULATED FROM THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 331, PAGE 963. THE MONUMENTS FOUND AND HELD BY SAID PLAT FOR SAID CENTERLINE, AS SET PER CLARK COUNTY RECORD OF SURVEY IN BOOK 24, PAGE 33, WERE DESTROYED OR DAMAGED DURING SUBSEQUENT ROAD CONSTRUCTION. FOR THIS SURVEY THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 WAS HELD FOR THE BACK TANGENT AND THE CALCULATED PLAT POSITION OF THE CENTERLINE P.C. MONUMENT AT STATION 96+74.02, PER SAID COUNTY SURVEY, AND THE PLAT BEARING OF THE FORWARD TANGENT WERE HELD TO CALCULATE THE 381.97-FOOT RADIUS CENTERLINE CURVE PER SAID COUNTY SURVEY.

THE CONTROL TRAVERSE MET THE STANDARDS CONTAINED IN WAC 332-130-090. NEW CORNERS WERE SET BY RADIAL STAKEOUT FROM THE CONTROL TRAVERSE. A TRIMBLE 3-SECOND TOTAL STATION INSTRUMENT WITH ELECTRONIC DATA COLLECTOR AND TRIMBLE R10 GPS RECEIVER WAS USED FOR ALL FIELD WORK.

LAND SUBMITTED TO THE PLAT COMMUNITY FOR PHASE 1

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 32 AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 01°36'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2658.46 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88°44'34" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 9.90 FEET TO THE CENTERLINE OF NORTHWEST HILLHURST ROAD BEING A POINT ON A NON-TANGENT 381.97-FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 78°07'08" WEST THEREFROM; THENCE ALONG THE CENTERLINE OF NORTHWEST HILLHURST ROAD AND NON-TANGENT 381.97-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°14'17", THE CHORD OF WHICH BEARS NORTH 18°59'39" WEST 94.68 FEET, AN ARC DISTANCE OF 94.92 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING; THENCE NORTH 26°06'47" WEST, ALONG THE CENTERLINE OF NORTHWEST HILLHURST ROAD, 1395.80 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°48'45" EAST, ALONG SAID NORTH LINE, 245.40 FEET; THENCE SOUTH 26°06'47" EAST, LEAVING SAID NORTH LINE, 335.84 FEET TO A POINT OF CURVATURE WITH A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS SOUTH 71°06'47" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°53'13" EAST, 160.00 FEET TO A POINT OF CURVATURE WITH A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS NORTH 18°53'13" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 63°53'13" EAST, 48.00 FEET TO A NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 63°53'13" EAST; THENCE ALONG SAID NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS SOUTH 71°06'47" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°53'13" EAST, 56.06 FEET TO A POINT OF CURVATURE WITH A 504.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 504.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°51'34", THE CHORD OF WHICH BEARS NORTH 64°49'00" EAST A DISTANCE OF 16.36 FEET, AN ARC DISTANCE OF 16.36 FEET; THENCE SOUTH 26°06'47" EAST, 59.73 FEET; THENCE NORTH 63°53'13" EAST, 7.01 FEET TO A POINT OF CURVATURE WITH A 456.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 456.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°53'02", THE CHORD OF WHICH BEARS NORTH 64°49'44" EAST A DISTANCE OF 14.99 FEET, AN ARC DISTANCE OF 14.99 FEET; THENCE SOUTH 16°19'00" EAST, 84.75 FEET; THENCE SOUTH 26°06'47" EAST, 127.74 FEET; THENCE SOUTH 33°14'01" EAST, 132.87 FEET; THENCE SOUTH 88°55'57" EAST, 218.40 FEET; THENCE SOUTH 01°02'09" WEST, 100.39 FEET; THENCE SOUTH 00°32'40" EAST, 70.00 FEET TO A POINT ON A NON-TANGENT 925.00-FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 00°32'40" EAST; THENCE ALONG SAID 925.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°52'43", THE CHORD OF WHICH BEARS SOUTH 87°30'58" WEST A DISTANCE OF 62.60 FEET, AN ARC DISTANCE OF 62.62 FEET; THENCE SOUTH 00°51'37" WEST, 95.65 FEET; THENCE SOUTH 78°17'09" WEST, 133.70 FEET TO A POINT ON A NON-TANGENT 336.00-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 54°30'48" EAST; THENCE ALONG SAID NON-TANGENT 336.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°27'30", THE CHORD OF WHICH BEARS NORTH 34°15'27" WEST A DISTANCE OF 14.41 FEET, AN ARC DISTANCE OF 14.42 FEET; THENCE SOUTH 56°58'18" WEST, 48.00 FEET; THENCE SOUTH 63°53'13" WEST, 202.79 FEET; THENCE SOUTH 26°06'47" EAST, 8.00 FEET; THENCE SOUTH 63°53'13" WEST, 148.00 FEET; THENCE SOUTH 26°06'47" EAST, 245.40 FEET TO A POINT WHICH BEARS NORTH 63°53'13" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 63°53'13" WEST, 70.06 FEET TO THE POINT OF BEGINNING.

CITY OF RIDGEFIELD REQUIRED PLAT NOTES

- PURSUANT TO RCW 27.53.060, IT IS UNLAWFUL TO REMOVE OR ALTER ANY ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION. UPON ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES AT THE SUBJECT SITE PRIOR TO OR DURING ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN A MAXIMUM PERIOD OF 24 HOURS FROM THE TIME OF DISCOVERY, THE CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.
- THIS SUBDIVISION SHALL COMPLY WITH THE REQUIREMENTS OF RDC 18.210.090 (THROUGH ORDINANCE NO. 1207 DATED 5/26/2016) IN EFFECT AT THE TIME OF THE CITY OF RIDGEFIELD LAND USE HEARING EXAMINER'S FINAL ORDER PLZ-18-0085 DATED MARCH 19, 2019, AT LEAST 18 LINEAR FEET OF DRIVEWAY SHALL BE PROVIDED BETWEEN ANY GARAGE OR CARPORT ENTRANCE AND THE BACK SIDE OF THE SIDEWALK AS MEASURED ALONG THE CENTERLINE OF THE DRIVEWAY.
- THIS SUBDIVISION SHALL PROVIDE A MINIMUM OF ONE AND A MAXIMUM OF FOUR OFF-STREET PARKING SPACES FOR EACH DWELLING UNIT.
- THE BUILDING SETBACK FOR LOTS ABUTTING OR ADJACENT TO THE PUBLIC RIGHT-OF-WAY OF NORTHWEST HILLHURST ROAD IS 25 FEET, AS SHOWN HEREON. ADJACENT MEANS SEPARATED BY A STREET, TRACT, OPEN SPACE, OR SIMILAR ELEMENT.

PLAT NOTES

- TRACT "A" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "B" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "C" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "D" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR PRIVATE COMMUNITY AMENITY PURPOSES AND IMPROVEMENTS. TRACT "D" AND THE PRIVATE COMMUNITY AMENITY IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
- A 10.00' PRIVATE STORMWATER EASEMENT OVER, UNDER, AND UPON PORTIONS OF LOTS 32 THROUGH 37, AS SHOWN HEREON, IS HEREBY GRANTED TO SANDERLING PARK OWNERS ASSOCIATION.
- A PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC OVER AND UPON ALL OF TRACT "A", TRACT "B", AND TRACT "C". SANDERLING PARK OWNERS ASSOCIATION SHALL OWN AND MAINTAIN SAID TRACTS.
- A PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC OVER A PORTION OF TRACT "D". THE EASEMENT LOCATION IS RESTRICTED TO THE LOCATION OF THE AS-CONSTRUCTED PEDESTRIAN PATHWAY IN SAID TRACT. SANDERLING PARK OWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE PEDESTRIAN PATHWAY. THIS EASEMENT DOES NOT INCLUDE PUBLIC ACCESS TO THE PRIVATE COMMUNITY AMENITIES WITHIN SAID TRACT.

PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO CLARK PUBLIC UTILITIES (PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY), AND OTHER PUBLIC AND PRIVATE UTILITY PURVEYORS AS NECESSARY, OVER, UNDER, AND UPON ALL OF TRACT A, TRACT B, TRACT C, AND AN 8.00-FOOT WIDE STRIP OF LAND LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, PER CITY OF RIDGEFIELD MUNICIPAL CODE CHAPTER 18.530.020, AND THE NORTH 8.00 FEET OF LOT 31 AND THE WEST 8.00 FEET OF LOT 40, AS SHOWN HEREON, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF ELECTRIC, TELEPHONE, TV, CABLE, WATER, CLARK PUBLIC UTILITIES WATER (PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY), AND OTHER UTILITIES. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS AND ALL PROPOSED BUILDING DESIGNS ON SAID LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

PUBLIC SIDEWALK EASEMENT

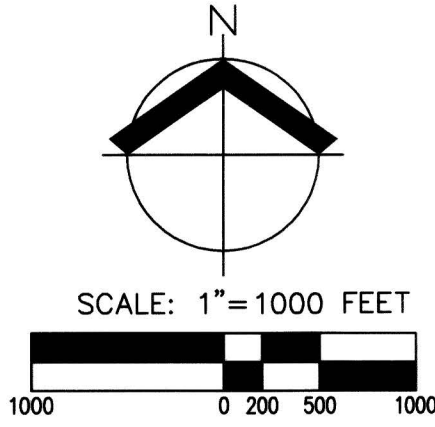
A PUBLIC SIDEWALK EASEMENT IS HEREBY GRANTED TO THE CITY OF RIDGEFIELD UPON A 6.00-FOOT WIDE STRIP OF LAND LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, INCLUDING THE NORTH 6.00 FEET OF LOT 31 AND THE WEST 6.00 FEET OF LOT 40, AS SHOWN HEREON, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

ROAD DEDICATION

ALL INTERNAL ROADS DEPICTED AS "(PUBLIC)" ON THIS PLAT, INCLUDING AN ADDITIONAL 20.00' ALONG NW HILLHURST ROAD, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF RIDGEFIELD FOR PUBLIC RIGHT-OF-WAY PURPOSES WITH THE RECORDING OF THIS PLAT.

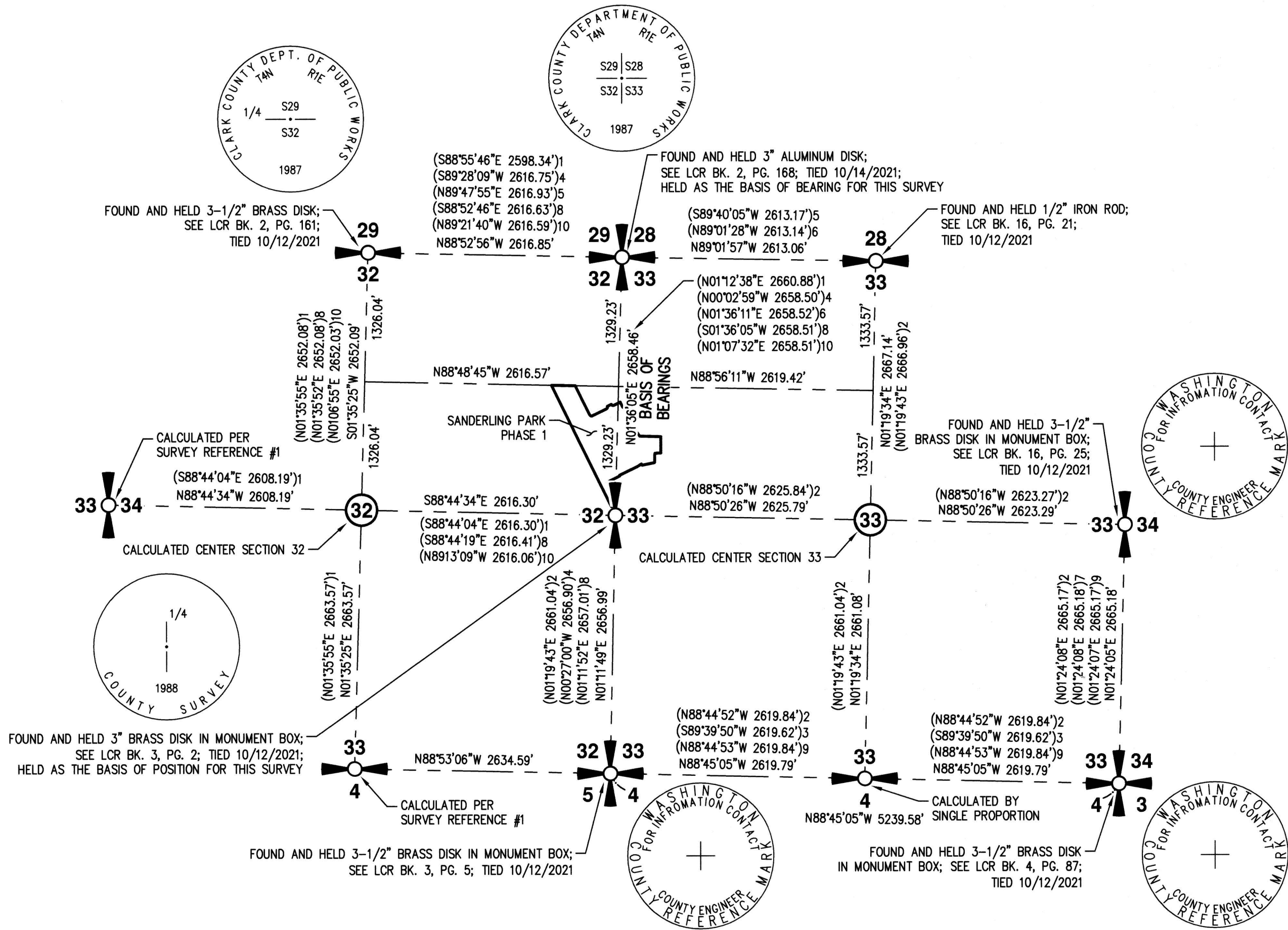
CLARK PUBLIC UTILITIES NOTE

THE WATER UTILITY EASEMENT TO CLARK PUBLIC UTILITIES (CPU), AS SHOWN ON THIS PLAT, WITHIN AND INCORPORATED INTO THE PUBLIC UTILITY EASEMENT (P.U.E.), IS HEREBY GRANTED AND CONVEYED, BY WAY OF THIS PLAT TO PUBLIC UTILITY DISTRICT NUMBER 1 OF CLARK COUNTY, ALSO KNOWN AS CLARK PUBLIC UTILITIES, A MUNIOPAL CORPORATION OF THE STATE OF WASHINGTON, A PERPETUAL RIGHT-OF-WAY IN, OVER AND UNDER THE PROPERTY, AS SHOWN ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING A PUBLIC WATER SYSTEM.



BASIS OF BEARINGS

N01°36'05"E, PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.



SURVEY REFERENCES

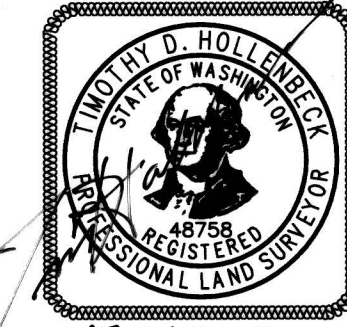
- ()1 RECORD INFORMATION PER ROS BK 19, PG 194
- ()2 RECORD INFORMATION PER ROS BK 20, PG 95
- ()3 RECORD INFORMATION PER ROS BK 21, PG 200
- ()4 RECORD INFORMATION PER ROS BK 24, PG 33
- ()5 RECORD INFORMATION PER PLAT BK H, PG 753
- ()6 RECORD INFORMATION PER ROS BK 36, PG 157
- ()7 RECORD INFORMATION PER ROS BK 42, PG 157
- ()8 RECORD INFORMATION PER PLAT BK 311, PG 963
- ()9 RECORD INFORMATION PER ROS BK 68, PG 200
- ()10 RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

LEGEND

LCR LAND CORNER RECORD
BK. BOOK
PG. PAGE

SHEET 2 OF 5

JOB NAME:	SANDERLING PARK	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com
JOB NUMBER:	8939	
DRAWN BY:	TDH	
CHECKED BY:	JOH	
DRAWING NO.:	8939CPLAT-PHS1	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



BK 312 P 223 2/5

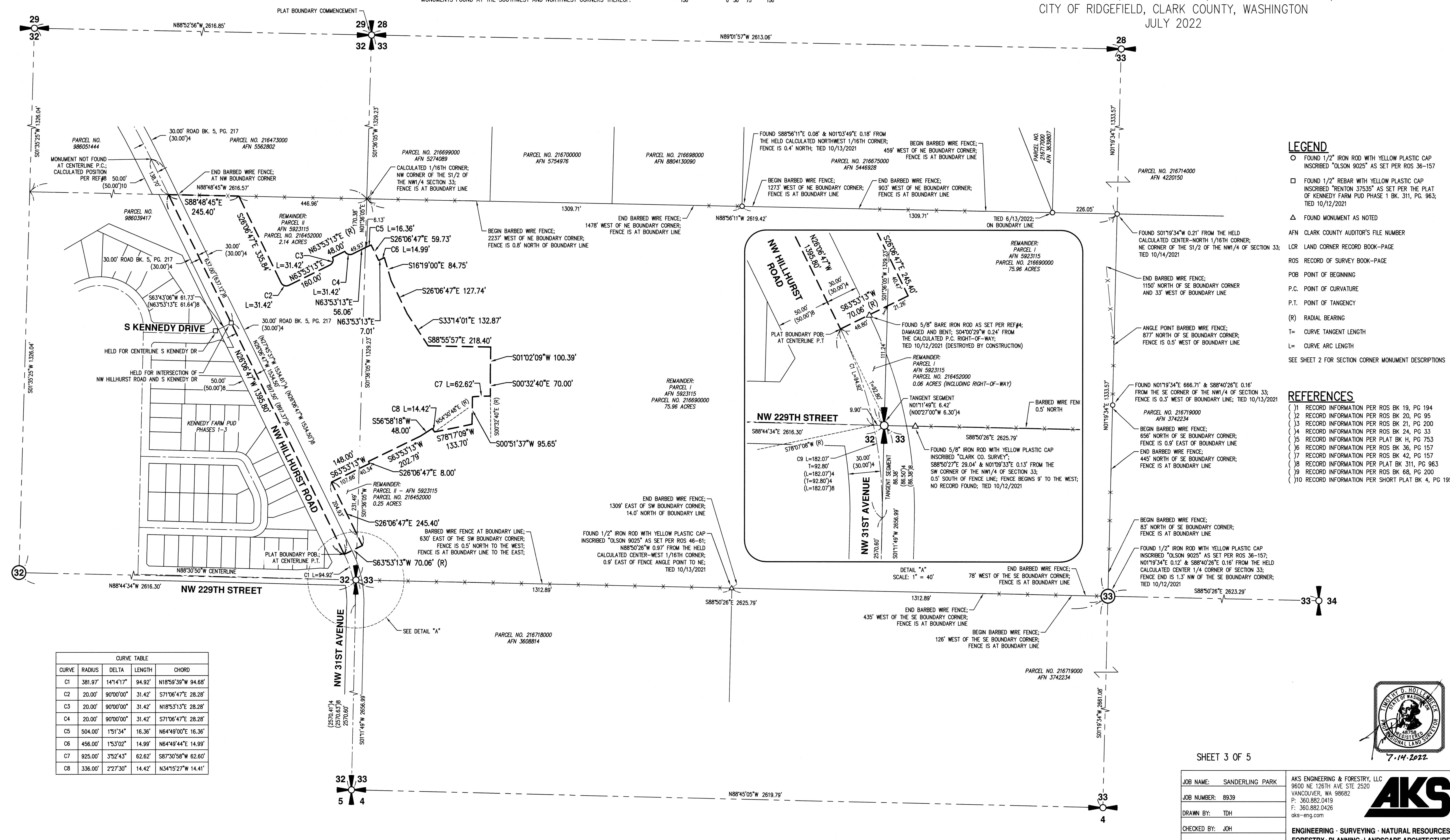
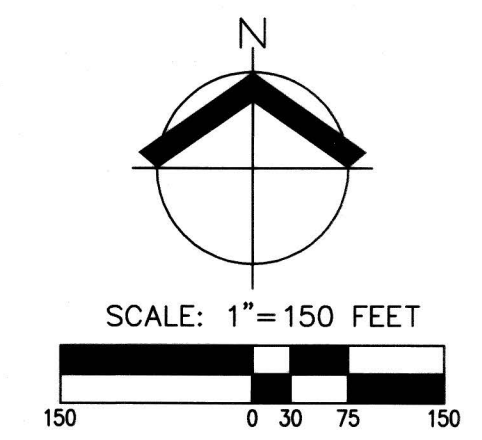
SANDERLING PARK, A PLAT COMMUNITY

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
JULY 2022

BASIS OF BEARINGS

N01°36'05"E, PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN
BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG
THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4
NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE
MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.



- ### LEGEND
- FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "OLSON 9025" AS SET PER ROS 36-157
 - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK. 311, PG. 963, TIED 10/12/2021
 - △ FOUND MONUMENT AS NOTED
 - AFN CLARK COUNTY AUDITOR'S FILE NUMBER
 - LOR LAND CORNER RECORD BOOK-PAGE
 - ROS RECORD OF SURVEY BOOK-PAGE
 - POB POINT OF BEGINNING
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - (R) RADIAL BEARING
 - T= CURVE TANGENT LENGTH
 - L= CURVE ARC LENGTH
 - SEE SHEET 2 FOR SECTION CORNER MONUMENT DESCRIPTIONS

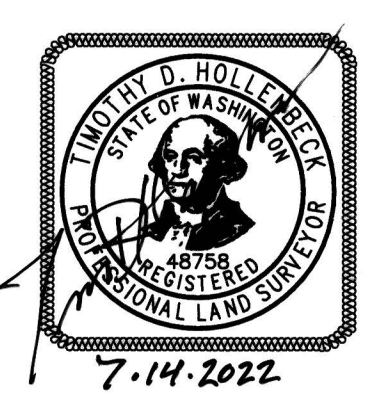
- ### REFERENCES
- (1) RECORD INFORMATION PER ROS BK 19, PG 194
 - (2) RECORD INFORMATION PER ROS BK 20, PG 95
 - (3) RECORD INFORMATION PER ROS BK 21, PG 200
 - (4) RECORD INFORMATION PER ROS BK 24, PG 33
 - (5) RECORD INFORMATION PER PLAT BK H, PG 753
 - (6) RECORD INFORMATION PER ROS BK 36, PG 157
 - (7) RECORD INFORMATION PER ROS BK 42, PG 157
 - (8) RECORD INFORMATION PER ROS BK 311, PG 963
 - (9) RECORD INFORMATION PER ROS BK 68, PG 200
 - (10) RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	147°41'17"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	1°51'34"	16.36'	N64°49'00"E 16.36'
C6	456.00'	1°53'02"	14.99'	N64°49'44"E 14.99'
C7	925.00'	3°52'43"	62.62'	S87°30'58"W 62.60'
C8	336.00'	2°27'30"	14.42'	N34°15'27"W 14.41'

SHEET 3 OF 5

JOB NAME:	SANDERLING PARK	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com
JOB NUMBER:	8939	
DRAWN BY:	TDH	
CHECKED BY:	JOH	
DRAWING NO.:	8939PLAT-PHS1	

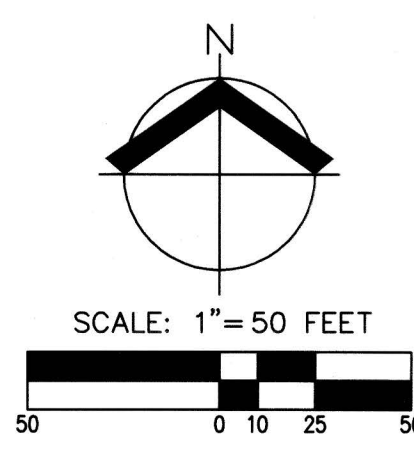
ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



SANDERLING PARK, A PLAT COMMUNITY

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
JULY 2022



BASIS OF BEARINGS

N01°36'05"E PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	141°41'17"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	151°34'	16.36'	N64°49'00"E 16.36'
C6	456.00'	153°02'	14.99'	N64°49'44"E 14.99'
C7	925.00'	352°43'	62.62'	S87°30'58"W 62.60'
C8	336.00'	227°30'	14.42'	N34°15'27"W 14.41'
C9	381.97'	271°8'36"	182.07'	N12°27'29"W 180.35'
C10	960.00'	253°40'9"	428.41'	N76°40'17"E 424.87'
C11	960.00'	82°45'4"	141.00'	N68°05'40"E 140.87'
C12	960.00'	170°9'12"	287.41'	N80°52'43"E 286.34'
C13	360.00'	65°45'5"	43.45'	N29°34'14"W 43.42'
C14	480.00'	0°33'27"	4.67'	N64°09'57"E 4.67'
C15	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C16	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C17	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C18	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C19	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C20	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	20.00'	60°00'00"	20.94'	N86°06'47"W 20.00'
C22	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C23	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C24	20.00'	90°00'00"	31.42'	S71°06'47"W 28.28'
C25	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C26	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C27	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C28	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C29	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C30	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C31	995.00'	52°7'18"	94.73'	N66°36'52"E 94.70'
C32	995.00'	0°56'58"	16.49'	N64°21'42"E 16.49'
C33	995.00'	4°30'19"	78.24'	N67°05'21"E 78.22'
C34	20.00'	95°27'18"	33.32'	N21°36'52"E 29.60'
C35	20.00'	79°31'39"	27.76'	N65°52'36"W 25.58'
C36	995.00'	15°05'46"	262.16'	N81°54'27"E 261.40'
C37	925.00'	13°48'22"	222.89'	N82°33'09"E 222.35'
C38	925.00'	3°48'14"	61.41'	N83°40'30"E 61.40'
C39	925.00'	3°13'23"	52.03'	N80°09'41"E 52.03'
C40	925.00'	2°54'02"	46.83'	N77°05'59"E 46.82'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	20.00'	101°45'45"	35.52'	N24°46'06"E 31.03'
C42	336.00'	9°22'25"	54.97'	N30°47'59"W 54.91'
C43	336.00'	6°54'55"	40.55'	N29°34'14"W 40.53'
C44	384.00'	6°54'55"	46.35'	N29°34'14"W 46.32'
C45	20.00'	83°52'47"	29.28'	N68°03'10"W 26.73'
C46	925.00'	6°07'13"	98.81'	N66°56'50"E 98.76'
C47	925.00'	5°05'56"	82.32'	N67°27'28"E 82.29'
C48	925.00'	1°01'17"	16.49'	N84°23'52"E 16.49'
C49	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C50	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C51	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C52	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C53	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C54	381.97'	141°35'5"	94.88'	N18°59'50"W 94.64'
C55	381.97'	13°04'41"	87.19'	N05°20'32"W 87.00'

LEGEND

- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR 48758"
- + SET BRASS SCREW WITH WASHER INSCRIBED "AKS ENGR 48758" IN THE CONCRETE CURB ON A PROJECTION OF THE LOT LINE 9.70' FROM THE FRONT LOT OR TRACT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK. 311, PG. 963; TIED 10/12/2021

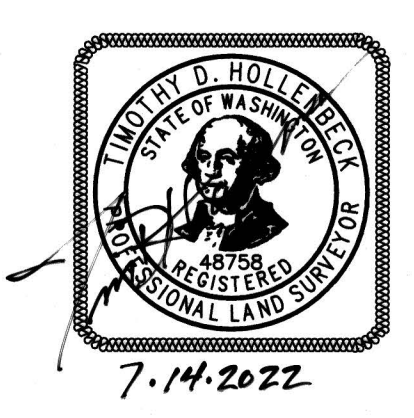
- AFN CLARK COUNTY AUDITOR'S FILE NUMBER
- (R) RADIAL BEARING
- L= CURVE ARC LENGTH
- SF SQUARE FEET
- P.T. POINT OF TANGENCY
- C.O.R. CITY OF RIDGEFIELD
- S.W.E. PRIVATE STORMWATER EASEMENT (SEE PLAT NOTE #5 SHEET 2)
- P.S.E. PUBLIC SIDEWALK EASEMENT (SEE NOTE SHEET 2)
- P.U.E. PUBLIC UTILITY EASEMENT (SEE NOTE SHEET 2)
- C.R.W.W.D. CLARK REGIONAL WASTEWATER DISTRICT
- R/W DED RIGHT-OF-WAY DEDICATION TO THE CITY OF RIDGEFIELD (SEE NOTE SHEET 2)

REFERENCES

- (1) RECORD INFORMATION PER ROS BK 19, PG 194
- (2) RECORD INFORMATION PER ROS BK 20, PG 95
- (3) RECORD INFORMATION PER ROS BK 21, PG 200
- (4) RECORD INFORMATION PER ROS BK 24, PG 33
- (5) RECORD INFORMATION PER PLAT BK H, PG 753
- (6) RECORD INFORMATION PER ROS BK 36, PG 157
- (7) RECORD INFORMATION PER ROS BK 42, PG 157
- (8) RECORD INFORMATION PER PLAT BK 311, PG 963
- (9) RECORD INFORMATION PER ROS BK 68, PG 200
- (10) RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

RLD-4 PUD LOT DIMENSIONAL STANDARDS	
MIN. LOT WIDTH DETACHED DWELLING	40'
MIN. FRONT YARD SETBACK	15'
MIN. SIDE YARD SETBACK	5'
MIN. REAR YARD SETBACK	10'
MIN. STREET SIDE SETBACK	10'
MIN. STREET SIDE SETBACK (COLLECTOR STREET)	15'
MIN. SETBACK NW HILLHURST RD (SEE C.O.R. NOTE #4 SHEET 2)	25'
MAX. BUILDING HEIGHT	35'
MAX. BUILDING COVERAGE	50%
MAX. IMPERVIOUS SURFACE	60%

CURB SCREW OFFSET TABLE	
LOT LINE	OFFSET
6 / TRACT "A"	11.90'
7 / TRACT "B"	12.10'
14 / TRACT "B"	11.90'
15 / 30	11.70'
22 / 23	11.70'
39 / 38	11.70'
39 / 40	11.70'
41 / 44	11.70'
45 / TRACT "C"	12.10'



SHEET 4 OF 5

JOB NAME: SANDERLING PARK

JOB NUMBER: 8939

DRAWN BY: TDH

CHECKED BY: JOH

DRAWING NO.: 8939CLAT-PHS1

AKS ENGINEERING & FORESTRY, LLC

9600 NE 126TH AVE STE 2520

VANCOUVER, WA 98682

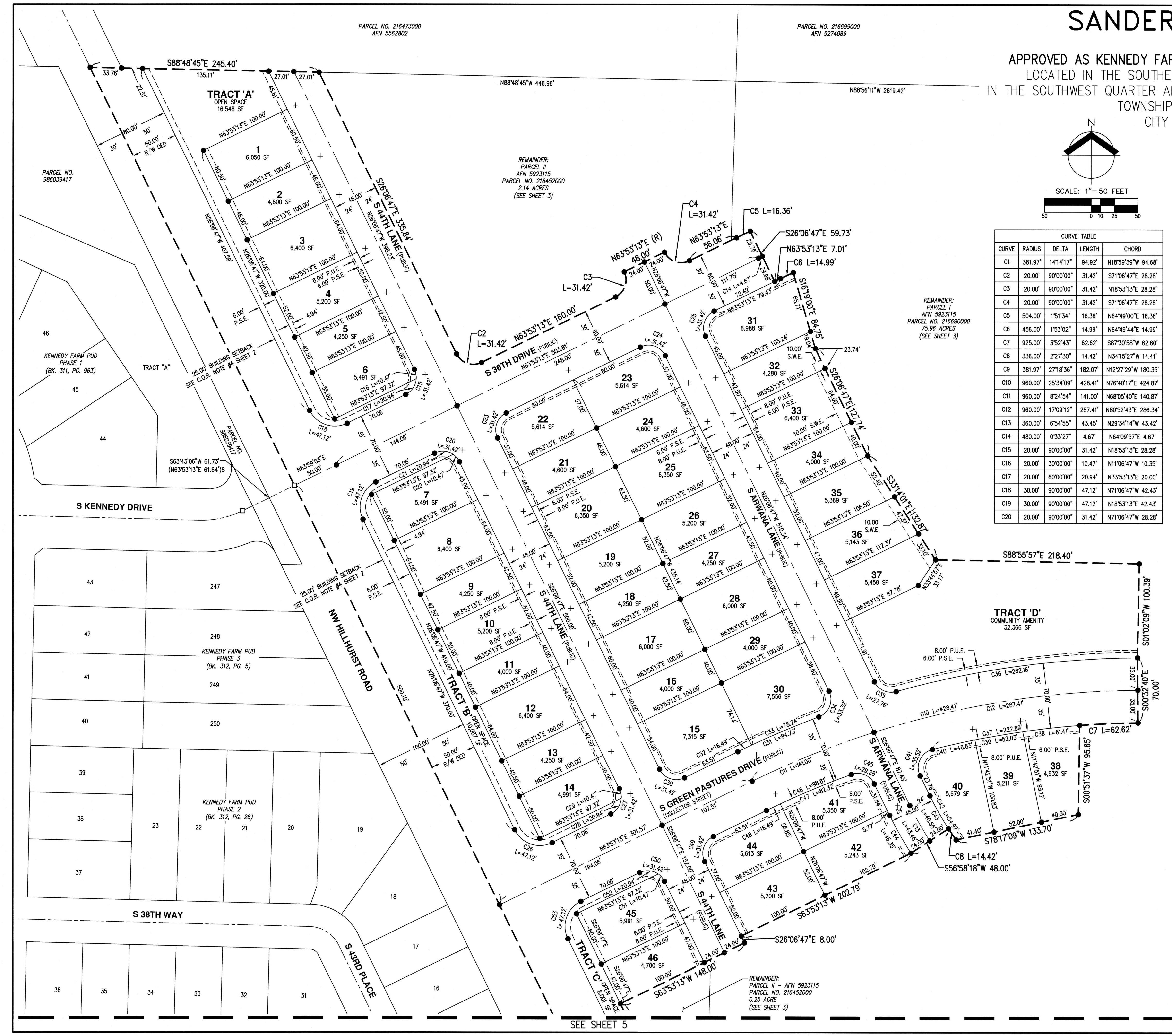
P: 360.882.0419

F: 360.882.0426

aks-eng.com

ENGINEERING · SURVEYING · NATURAL RESOURCES

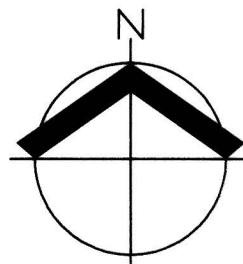
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



SANDERLING PARK, A PLAT COMMUNITY

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
JULY 2022



SCALE: 1"=50 FEET



BASIS OF BEARINGS

N01°36'05"E PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	141°4'17"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	1°51'34"	16.36'	N64°49'00"E 16.36'
C6	456.00'	1°53'02"	14.99'	N64°49'44"E 14.99'
C7	925.00'	3°52'43"	62.62'	S87°30'58"W 62.60'
C8	336.00'	2°27'30"	14.42'	N34°15'27"W 14.41'
C9	381.97'	2°18'36"	182.07'	N12°27'29"W 180.35'
C10	960.00'	2°53'09"	428.41'	N76°40'17"E 424.87'
C11	960.00'	8°24'54"	141.00'	N68°05'40"E 140.87'
C12	960.00'	1°09'12"	287.41'	N80°52'43"E 286.34'
C13	360.00'	6°54'55"	43.45'	N29°34'14"W 43.42'
C14	480.00'	0°33'27"	4.67'	N64°09'57"E 4.67'
C15	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C16	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C17	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C18	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C19	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C20	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	20.00'	60°00'00"	20.94'	N86°06'47"W 20.00'
C22	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C23	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C24	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C25	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C26	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C27	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C28	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C29	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C30	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C31	995.00'	5°27'18"	94.73'	N66°36'52"E 94.70'
C32	995.00'	0°56'58"	16.49'	N64°21'42"E 16.49'
C33	995.00'	4°30'19"	78.24'	N67°05'21"E 78.22'
C34	20.00'	95°27'18"	33.32'	N21°36'52"E 29.60'
C35	20.00'	79°31'39"	27.76'	N65°52'36"W 25.58'
C36	995.00'	15°05'46"	262.16'	N81°54'27"E 261.40'
C37	925.00'	13°48'22"	222.89'	N82°33'09"E 222.35'
C38	925.00'	3°48'14"	61.41'	N83°40'30"E 61.40'
C39	925.00'	3°13'23"	52.03'	N80°09'41"E 52.03'
C40	925.00'	2°54'02"	46.83'	N77°05'59"E 46.82'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	20.00'	101°45'45"	35.52'	N24°46'06"E 31.03'
C42	336.00'	9°22'25"	54.97'	N30°47'59"W 54.91'
C43	336.00'	6°54'55"	40.55'	N29°34'14"W 40.53'
C44	384.00'	6°54'55"	46.35'	N29°34'14"W 46.32'
C45	20.00'	83°52'47"	29.28'	N68°03'10"W 26.73'
C46	925.00'	6°07'13"	98.81'	N66°56'50"E 98.76'
C47	925.00'	5°05'56"	82.32'	N67°27'28"E 82.29'
C48	925.00'	1°01'17"	16.49'	N64°23'52"E 16.49'
C49	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C50	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C51	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C52	20.00'	60°00'00"	20.94'	N66°06'47"W 20.00'
C53	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C54	381.97'	141°3'55"	94.88'	N18°59'50"W 94.64'
C55	381.97'	13°04'41"	87.19'	N05°20'32"W 87.00'

LEGEND

- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR 48758"
- + SET BRASS SCREW WITH WASHER INSCRIBED "AKS ENGR 48758" IN THE CONCRETE CURB ON A PROJECTION OF THE LOT LINE 9.70' FROM THE FRONT LOT OR TRACT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK 311, PG 963; TIED 10/12/2021

AFN CLARK COUNTY AUDITOR'S FILE NUMBER

(R) RADIAL BEARING

L= CURVE ARC LENGTH

SF SQUARE FEET

P.T. POINT OF TANGENCY

C.O.R. CITY OF RIDGEFIELD

S.W.E. PRIVATE STORMWATER EASEMENT (SEE PLAT NOTE #5 SHEET 2)

P.S.E. PUBLIC SIDEWALK EASEMENT (SEE NOTE SHEET 2)

P.U.E. PUBLIC UTILITY EASEMENT (SEE NOTE SHEET 2)

C.R.W.W.D. CLARK REGIONAL WASTEWATER DISTRICT

R/W DED RIGHT-OF-WAY DEDICATION TO THE CITY OF RIDGEFIELD (SEE NOTE SHEET 2)

REFERENCES

- (1) RECORD INFORMATION PER ROS BK 19, PG 194
- (2) RECORD INFORMATION PER ROS BK 20, PG 95
- (3) RECORD INFORMATION PER ROS BK 21, PG 200
- (4) RECORD INFORMATION PER ROS BK 24, PG 33
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- (9) RECORD INFORMATION PER ROS BK 68, PG 200
- (10) RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

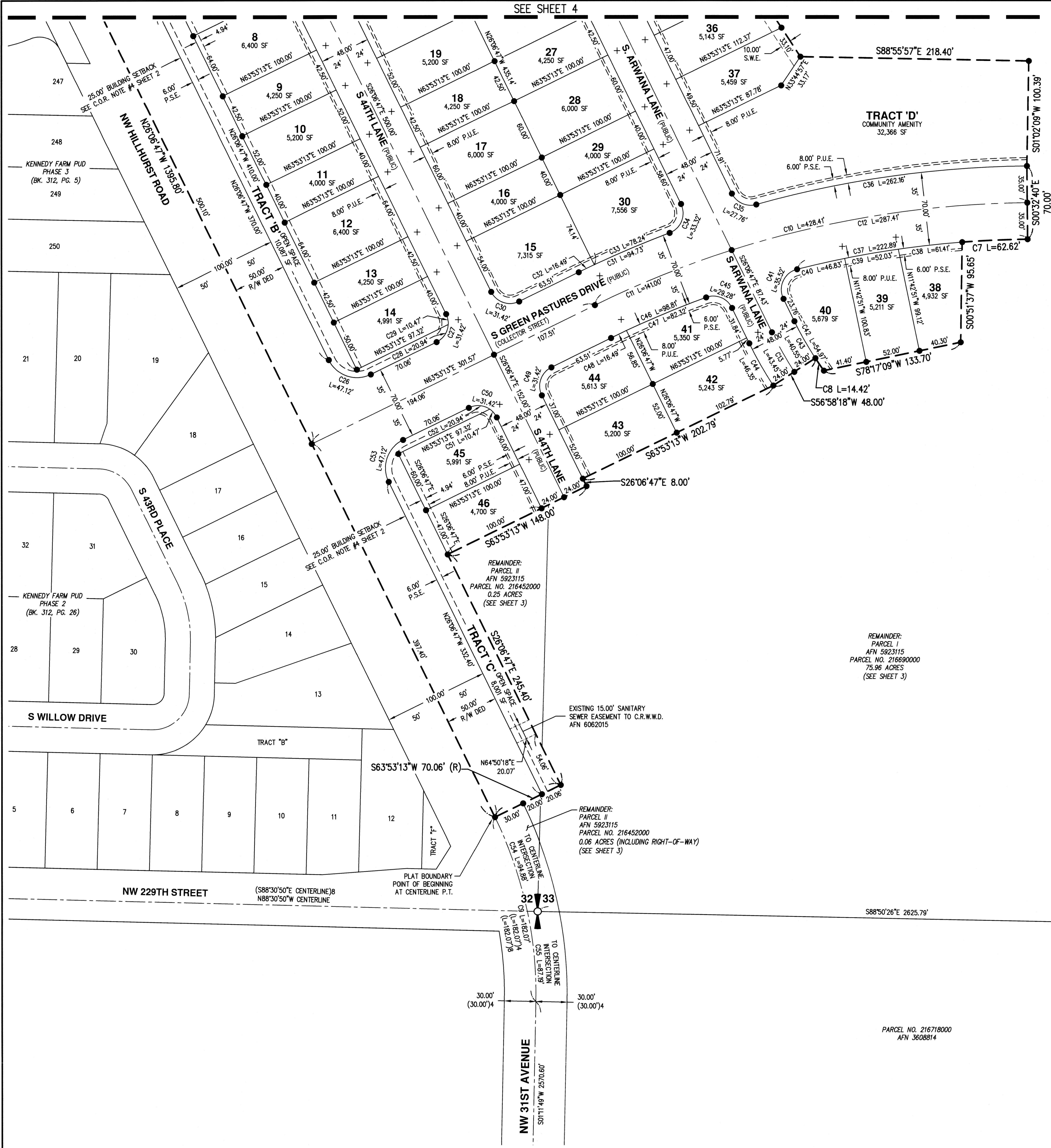
SHEET 5 OF 5

JOB NAME:	SANDERLING PARK
JOB NUMBER:	8939
DRAWN BY:	TDH
CHECKED BY:	JOH
DRAWING NO.:	8939CPLAT-PHS1

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE STE 2520
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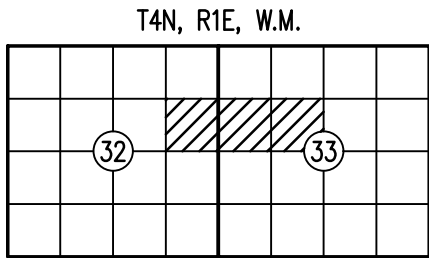
REMAINDER:
PARCEL II
AFN 5923115
PARCEL NO. 216690000
75.96 ACRES
(SEE SHEET 3)

EXISTING 15.00' SANITARY
SEWER EASEMENT TO C.R.W.W.D.
AFN 6062015

REMAINDER:
PARCEL II
AFN 5923115
PARCEL NO. 216452000
0.06 ACRES (INCLUDING RIGHT-OF-WAY)
(SEE SHEET 3)

PARCEL NO. 216718000
AFN 3608814

SANDERLING PARK, A PLAT COMMUNITY
AMENDMENT TO PLAT RECORDED IN BOOK 312 OF PLATS, PAGE 223
PHASE 1
APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL 2023



CITY OF RIDGEFIELD MAYOR

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF RIDGEFIELD, COUNTY OF CLARK,
STATE OF WASHINGTON, THIS ____ DAY OF _____, 2023.

MAYOR, CITY OF RIDGEFIELD
ATTESTED BY: _____
CITY CLERK

CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT

CITY COMMUNITY DEVELOPMENT DIRECTOR
DATE

CITY OF RIDGEFIELD PUBLIC WORKS

CITY PUBLIC WORKS DIRECTOR
DATE

CITY OF RIDGEFIELD ENGINEER

CITY OF RIDGEFIELD ENGINEER
DATE

CLARK REGIONAL WASTEWATER DISTRICT

DEVELOPMENT MANAGER
DATE

CLARK COUNTY ASSESSOR

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON, 1981, TO BE
KNOWN AS "SANDERLING PARK PHASE 1" PLAT NO. _____
CLARK COUNTY, WASHINGTON.

CLARK COUNTY ASSESSOR
DATE

CLARK COUNTY AUDITOR

FILED FOR RECORD THIS ____ DAY OF _____, 2023, AT ____ AM/PM

IN BOOK ____ OF PLATS, AT PAGE _____.

AT THE REQUEST OF PAHLUSCH HOMES AT SANDERLING PARK, LP.

AUDITOR'S FILE NUMBER _____

COUNTY AUDITOR _____

DECLARANT DECLARATION

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED
HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST
COMMUNITY NAMED SANDERLING PARK, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN
THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE
REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND
NOT FOR ANY PUBLIC PURPOSE.

THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR "SANDERLING
PARK" RECORDED UNDER CLARK COUNTY RECORDING NO. 6067427, AND THE FIRST
AMENDMENT THERETO RECORDED UNDER CLARK COUNTY RECORDING NO. _____.

PAHLUSCH HOMES AT SANDERLING PARK, LP
AN OREGON LIMITED PARTNERSHIP

BY: _____
NAME: _____
ITS: _____
DATE

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT
THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY ARE AUTHORIZED TO
EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF
PAHLUSCH HOMES AT SANDERLING PARK, AN OREGON LIMITED PARTNERSHIP, TO BE THE
FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.

NOTARY SIGNATURE
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES _____

DEDICATION

KNOW TO ALL PERSONS BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE
TRACT OF LAND HEREIN DESCRIBED HAVE CAUSED THE SAME TO BE PLATTED ACCORDING
TO THE PLAT HERETO ANNEXED. SAME TO BE KNOWN AS SANDERLING PARK PHASE 1,
AND HEREBY DEDICATE THE ROADS AND PUBLIC EASEMENTS AS SHOWN THEREON TO THE
PUBLIC USE FOREVER.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

PAHLUSCH HOMES AT SANDERLING PARK, LP
AN OREGON LIMITED PARTNERSHIP

BY: _____
NAME: _____
ITS: _____
DATE

ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON THAT APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT
THEY SIGNED THIS INSTRUMENT; ON OATH STATED THAT THEY ARE AUTHORIZED TO
EXECUTE THE INSTRUMENT; AND ACKNOWLEDGED IT, AS AUTHORIZED SIGNATOR OF
PAHLUSCH HOMES AT SANDERLING PARK, AN OREGON LIMITED PARTNERSHIP, TO BE THE
FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN
THE INSTRUMENT.

NOTARY SIGNATURE
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF OREGON
MY COMMISSION EXPIRES _____

PLAT AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO REMOVE THE "COLLECTOR STREET" DESIGNATION FOR
"S. GREEN PASTURES DRIVE" SHOWN ON SHEETS 4 AND 5 OF THE PLAT OF SANDERLING PARK
PHASE 1 RECORDED AUGUST 1, 2022, IN BOOK 312 OF PLATS, AT PAGE 223, RECORDS OF CLARK
COUNTY, WASHINGTON, AND TO AMEND THE "DECLARANT DECLARATION" AND "LAND SURVEYOR'S
CERTIFICATE", SHOWN ON SHEET 1 OF SAID RECORDED PLAT, ACCORDING TO THE REQUIREMENTS OF
RCW 64.90, AND TO AMEND THE "DEDICATION", SHOWN ON SHEET 1 OF SAID RECORDED PLAT, TO
REPLACE THE WORD "STREETS" WITH "ROADS" AND TO SPECIFY "PUBLIC EASEMENTS" AS BEING
DEDICATED TO THE PUBLIC, AND TO AMEND THE "CITY OF RIDGEFIELD REQUIRED PLAT NOTES",
SHOWN ON SHEET 2 OF SAID RECORDED PLAT, TO ADD NOTE 5 AT THE DIRECTION OF THE CITY OF
RIDEFIELD.

LAND SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST
OF PAHLUSCH HOMES AT SANDERLING PARK, LP ON FEBRUARY 16, 2023.
I HEREBY CERTIFY THAT THIS AMENDED MAP FOR SANDERLING PARK IS BASED UPON AN
ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND
DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON
UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL
HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS: (1) TO THE EXTENT DETERMINED BY
THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE
SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH
BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN
ON THE MAP.
WITH RESPECT TO THE REQUIREMENTS OF THE SURVEY RECORDING ACT, THE REQUIREMENTS
OF WAC 332-130, ET SEQ., HAVE BEEN APPLIED.

TIMOTHY D. HOLLENBECK
PROFESSIONAL LAND SURVEYOR NO. 48758



ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF CLARK } SS

SIGNED OR ATTESTED BEFORE ME ON _____ BY TIMOTHY D HOLLENBECK.

NOTARY SIGNATURE
DATED: _____
PRINTED NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
MY COMMISSION EXPIRES _____

PREPARED FOR

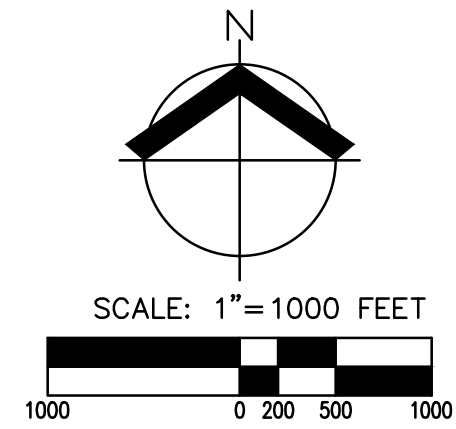
PAHLUSCH HOMES AT SANDERLING PARK, LP
210 SW WILSON AVE, SUITE 100
BEND OR, 97702

SHEET 1 OF 5

JOB NAME: SANDERLING PARK	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com	
JOB NUMBER: 8939		
DRAWN BY: TDH		
CHECKED BY: JQH		
DRAWING NO.: 8939CPLAT-PHS1 AMDT		
ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE		

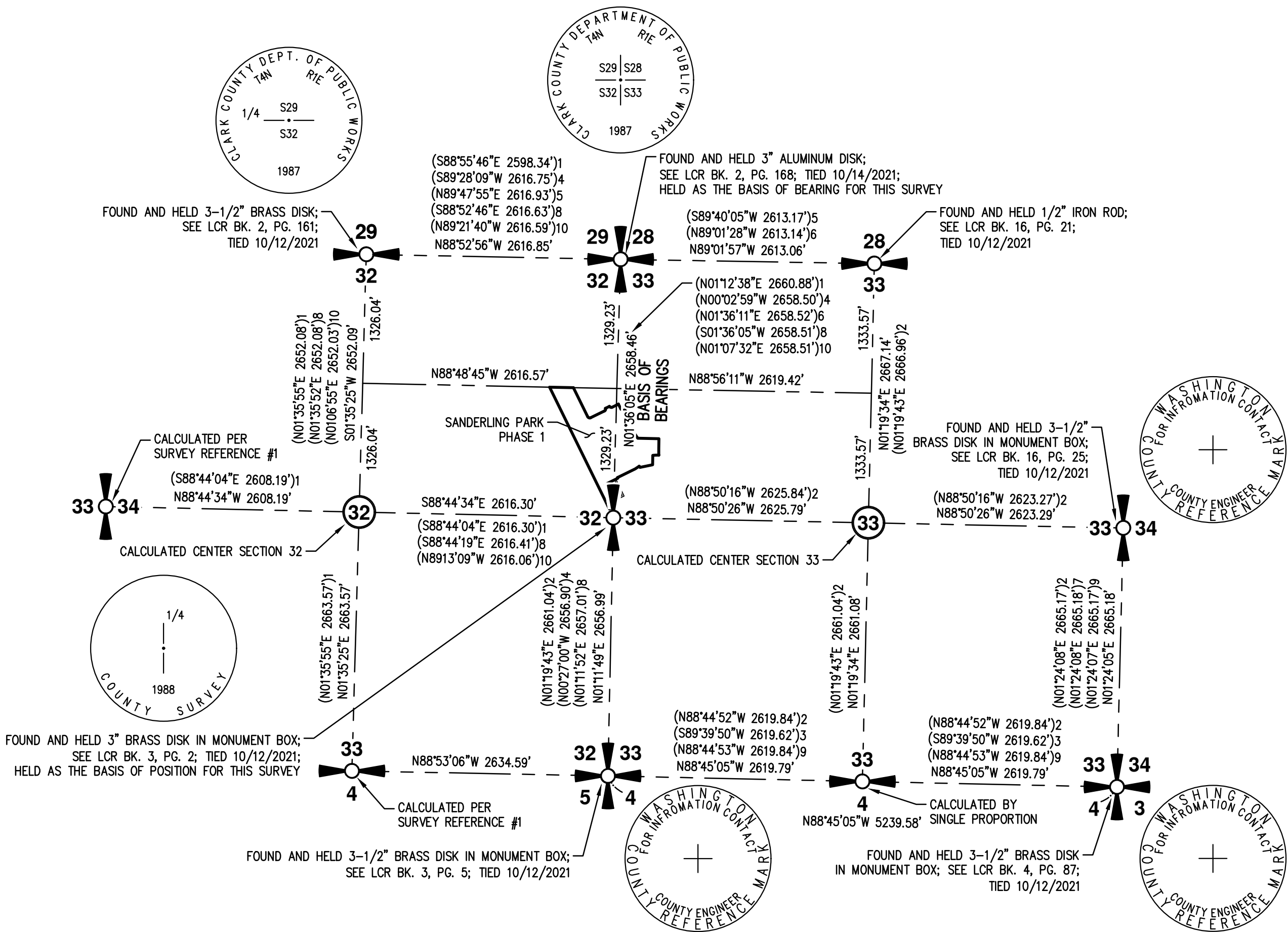
SANDERLING PARK, A PLAT COMMUNITY
AMENDMENT TO PLAT RECORDED IN BOOK 312 OF PLATS, PAGE 223
PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL 2023



BASIS OF BEARINGS

N01°36'05"E, PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.

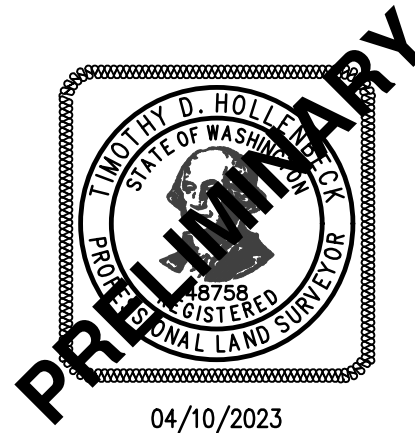


- SURVEY REFERENCES**
- (1) RECORD INFORMATION PER ROS BK 19, PG 194
 - (2) RECORD INFORMATION PER ROS BK 20, PG 95
 - (3) RECORD INFORMATION PER ROS BK 21, PG 200
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 - (9) RECORD INFORMATION PER ROS BK 68, PG 200
 - (10) RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

- LEGEND**
- LCR LAND CORNER RECORD
 - BK. BOOK
 - PG. PAGE

SHEET 2 OF 5

JOB NAME:	SANDERLING PARK	AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE STE 2520 VANCOUVER, WA 98682 P: 360.882.0419 F: 360.882.0426 aks-eng.com
JOB NUMBER:	8939	
DRAWN BY:	TDH	
CHECKED BY:	JOH	
DRAWING NO.:	8939CPLAT-PHS1 AMDT	ENGINEERING · SURVEYING · NATURAL RESOURCES FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



CITY OF RIDGEFIELD REQUIRED PLAT NOTES

- PURSUANT TO RCW 27.53.060, IT IS UNLAWFUL TO REMOVE OR ALTER ANY ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION. UPON ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES AT THE SUBJECT SITE PRIOR TO OR DURING ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN A MAXIMUM PERIOD OF 24 HOURS FROM THE TIME OF DISCOVERY, THE CITY OF RIDGEFIELD COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.
- THIS SUBDIVISION SHALL COMPLY WITH THE REQUIREMENTS OF RDC 18.210.090 (THROUGH ORDINANCE NO. 1207 DATED 5/26/2016) IN EFFECT AT THE TIME OF THE CITY OF RIDGEFIELD LAND USE HEARING EXAMINER'S FINAL ORDER PLZ-18-0085 DATED MARCH 19, 2019. AT LEAST 18 LINEAR FEET OF DRIVEWAY SHALL BE PROVIDED BETWEEN ANY GARAGE OR CARPORT ENTRANCE AND THE BACK SIDE OF THE SIDEWALK AS MEASURED ALONG THE CENTERLINE OF THE DRIVEWAY.
- THIS SUBDIVISION SHALL PROVIDE A MINIMUM OF ONE AND A MAXIMUM OF FOUR OFF-STREET PARKING SPACES FOR EACH DWELLING UNIT.
- THE BUILDING SETBACK FOR LOTS ABUTTING OR ADJACENT TO THE PUBLIC RIGHT-OF-WAY OF NORTHWEST HILLHURST ROAD IS 25 FEET, AS SHOWN HEREON. ADJACENT MEANS SEPARATED BY A STREET, TRACT, OPEN SPACE, OR SIMILAR ELEMENT.
- THE "COLLECTOR STREET" FOR THIS SUBDIVISION SHALL BE DESIGNATED ON FUTURE PLATS OF SUBSEQUENT PHASES.

PLAT NOTES

- TRACT "A" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "B" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "C" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR OPEN SPACE PURPOSES AND SHALL BE OWNED AND MAINTAINED BY THE HOA.
- TRACT "D" IS HEREBY CONVEYED TO SANDERLING PARK OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT FOR PRIVATE COMMUNITY AMENITY PURPOSES AND IMPROVEMENTS. TRACT "D" AND THE PRIVATE COMMUNITY AMENITY IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOA.
- A 10.00' PRIVATE STORMWATER EASEMENT OVER, UNDER, AND UPON PORTIONS OF LOTS 32 THROUGH 37, AS SHOWN HEREON, IS HEREBY GRANTED TO SANDERLING PARK OWNERS ASSOCIATION.
- A PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC OVER AND UPON ALL OF TRACT "A", TRACT "B", AND TRACT "C". SANDERLING PARK OWNERS ASSOCIATION SHALL OWN AND MAINTAIN SAID TRACTS.
- A PEDESTRIAN ACCESS EASEMENT IS HEREBY GRANTED TO THE PUBLIC OVER A PORTION OF TRACT "D". THE EASEMENT LOCATION IS RESTRICTED TO THE LOCATION OF THE AS-CONSTRUCTED PEDESTRIAN PATHWAY IN SAID TRACT. SANDERLING PARK OWNERS ASSOCIATION SHALL OWN AND MAINTAIN THE PEDESTRIAN PATHWAY. THIS EASEMENT DOES NOT INCLUDE PUBLIC ACCESS TO THE PRIVATE COMMUNITY AMENITIES WITHIN SAID TRACT.

PUBLIC UTILITY EASEMENT

A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED TO CLARK PUBLIC UTILITIES (PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY), AND OTHER PUBLIC AND PRIVATE UTILITY PURVEYORS AS NECESSARY, OVER, UNDER, AND UPON ALL OF TRACT A, TRACT B, TRACT C, AND AN 8.00'-FOOT WIDE STRIP OF LAND LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, PER CITY OF RIDGEFIELD MUNICIPAL CODE CHAPTER 18.63.020, AND THE NORTH 8.00 FEET OF LOT 31 AND THE WEST 8.00 FEET OF LOT 40, AS SHOWN HEREON, FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF ELECTRIC, TELEPHONE, TV, CABLE, WATER, CLARK PUBLIC UTILITIES WATER (PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY), AND OTHER UTILITIES. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS AND ALL PROPOSED BUILDING DESIGNS ON SAID LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS.

PUBLIC SIDEWALK EASEMENT

A PUBLIC SIDEWALK EASEMENT IS HEREBY GRANTED TO THE CITY OF RIDGEFIELD UPON A 6.00'-FOOT WIDE STRIP OF LAND LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS, INCLUDING THE NORTH 6.00 FEET OF LOT 31 AND THE WEST 6.00 FEET OF LOT 40, AS SHOWN HEREON, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS.

ROAD DEDICATION

ALL INTERNAL ROADS DEPICTED AS "(PUBLIC)" ON THIS PLAT, INCLUDING AN ADDITIONAL 20.00' ALONG NW HILLHURST ROAD, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF RIDGEFIELD FOR PUBLIC RIGHT-OF-WAY PURPOSES WITH THE RECORDING OF THIS PLAT.

CLARK PUBLIC UTILITIES NOTE

THE WATER UTILITY EASEMENT TO CLARK PUBLIC UTILITIES (CPU), AS SHOWN ON THIS PLAT, WITHIN AND INCORPORATED INTO THE PUBLIC UTILITY EASEMENT (P.U.E.), IS HEREBY GRANTED AND CONVEYED, BY WAY OF THIS PLAT TO PUBLIC UTILITY DISTRICT NUMBER 1 OF CLARK COUNTY, ALSO KNOWN AS CLARK PUBLIC UTILITIES, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, A PERPETUAL RIGHT-OF-WAY IN, OVER AND UNDER THE PROPERTY, AS SHOWN ON THIS PLAT, FOR THE PURPOSE OF INSTALLING, MAINTAINING, AND OPERATING A PUBLIC WATER SYSTEM.

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO ESTABLISH THE OUTER BOUNDARY OF THE PROPERTY DESCRIBED IN THAT STATUTORY WARRANTY DEED RECORDED JUNE 15, 2021 UNDER AUDITOR'S FILE NO. 5923115, CLARK COUNTY DEED RECORDS, AND TO SUBDIVIDE A PORTION THEREOF PER CITY OF RIDGEFIELD HEARING EXAMINER'S FINAL ORDER FOR KENNEDY FARMS EAST PUD PROJECT NO. PLZ-18-0085 AND THE SUBSEQUENT POST DECISION REVIEW PROJECT NO. PLZ-19-0094, POST DECISION REVIEW PROJECT NO. PLZ-21-0037, AND POST DECISION REVIEW PROJECT NO. PLZ-21-0112.

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963. SEE BASIS OF BEARINGS NOTE HEREON FOR DETAILS. THE WEST QUARTER CORNER OF SAID SECTION 33 IS HELD AS THE BASIS OF POSITION AND THE NORTHWEST CORNER OF SAID SECTION 33 IS HELD FOR THE BASIS OF BEARING FOR THIS SURVEY.

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE SOUTH HALF THEREOF, WAS ESTABLISHED PER THE BUREAU OF LAND MANAGEMENT MANUAL OF SURVEYING INSTRUCTIONS FROM THE FOLLOWING FOUND AND ACCEPTED MONUMENTS: THE NORTHWEST CORNER PER LAND CORNER RECORD IN BOOK 2, PAGE 168; THE WEST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 2; THE NORTH QUARTER CORNER PER LAND CORNER RECORD IN BOOK 16, PAGE 21; THE EAST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 16, PAGE 25. THE SOUTH QUARTER CORNER WAS CALCULATED BY SINGLE PROPORTION BETWEEN THE FOUND AND ACCEPTED MONUMENTS AT THE SOUTHWEST CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 5, AND THE SOUTHEAST CORNER PER LAND CORNER RECORD IN BOOK 4, PAGE 87.

THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, AND THE SOUTH HALF THEREOF, WAS ESTABLISHED PER THE BUREAU OF LAND MANAGEMENT MANUAL OF SURVEYING INSTRUCTIONS FROM THE FOLLOWING FOUND AND ACCEPTED MONUMENTS: THE NORTHEAST CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 168; THE EAST QUARTER CORNER PER LAND CORNER RECORD IN BOOK 3, PAGE 2; THE NORTH QUARTER CORNER PER LAND CORNER RECORD IN BOOK 2, PAGE 161. THE SOUTH QUARTER CORNER AND THE WEST QUARTER CORNER WERE CALCULATED PER RECORD OF SURVEY IN BOOK 19, PAGE 194. THE FOUND EAST QUARTER CORNER WAS HELD AS THE BASIS OF POSITION AND THE FOUND NORTH QUARTER CORNER WAS HELD AS THE BASIS OF BEARING FOR THE CALCULATIONS. THE MEASURED DISTANCE BETWEEN THE TWO FOUND MONUMENTS IS THE SAME AS THAT IN SAID RECORD OF SURVEY.

THE CENTERLINE OF NORTHWEST HILLHURST ROAD WAS CALCULATED FROM THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 331, PAGE 963. THE MONUMENTS FOUND AND HELD BY SAID PLAT FOR SAID CENTERLINE, AS SET PER CLARK COUNTY RECORD OF SURVEY IN BOOK 24, PAGE 33, WERE DESTROYED OR DAMAGED DURING SUBSEQUENT ROAD CONSTRUCTION. FOR THIS SURVEY THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 WAS HELD FOR THE BACK TANGENT AND THE CALCULATED PLAT POSITION OF THE CENTERLINE P.C. MONUMENT AT STATION 96+74.02, PER SAID COUNTY SURVEY, AND THE PLAT BEARING OF THE FORWARD TANGENT WERE HELD TO CALCULATE THE 381.97-FOOT RADIUS CENTERLINE CURVE PER SAID COUNTY SURVEY.

THE CONTROL TRAVERSE MET THE STANDARDS CONTAINED IN WAC 332-130-090. NEW CORNERS WERE SET BY RADIAL STAKEOUT FROM THE CONTROL TRAVERSE. A TRIMBLE 3-SECOND TOTAL STATION INSTRUMENT WITH ELECTRONIC DATA COLLECTOR AND TRIMBLE R10 GPS RECEIVER WAS USED FOR ALL FIELD WORK.

LAND SUBMITTED TO THE PLAT COMMUNITY FOR PHASE 1

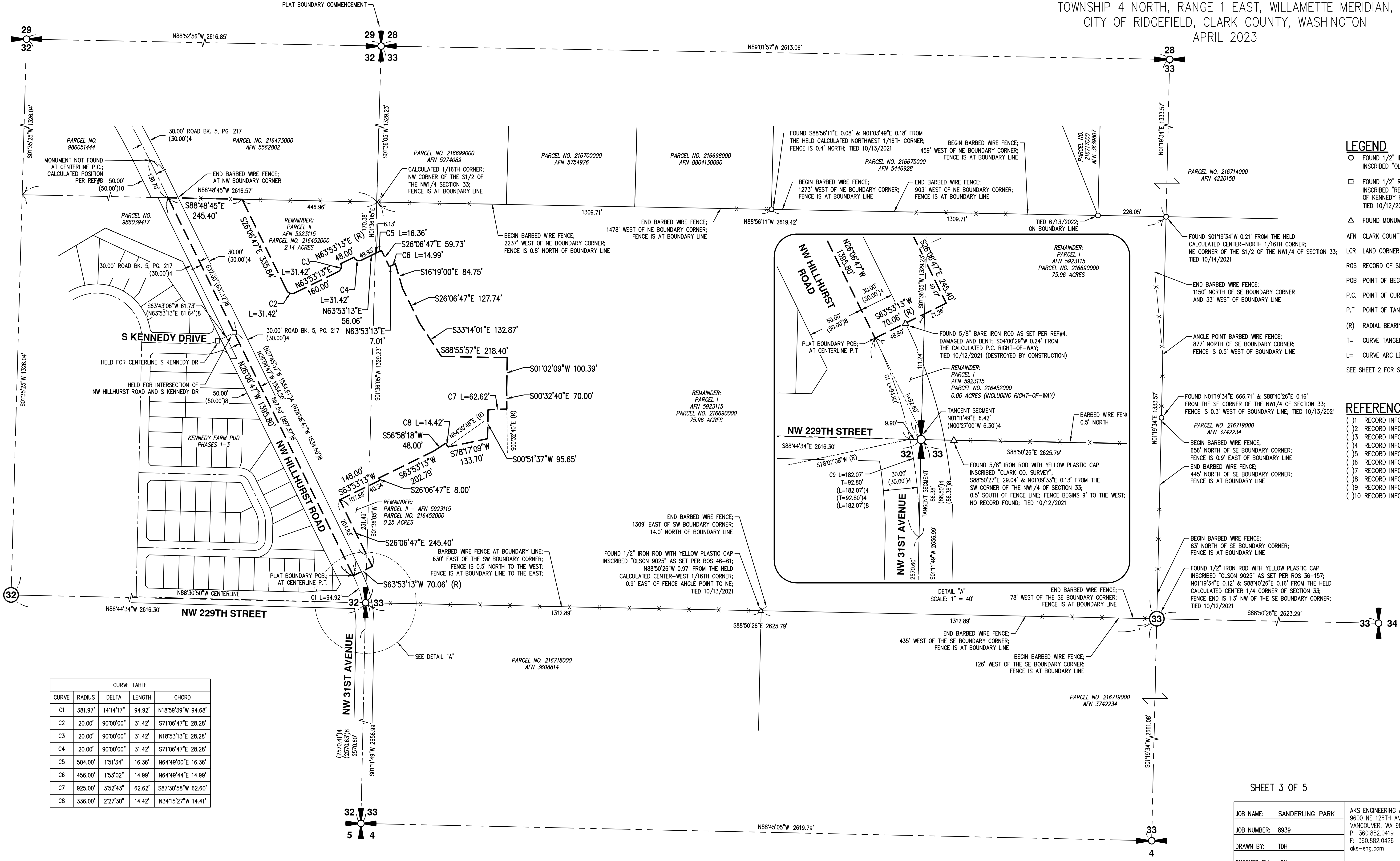
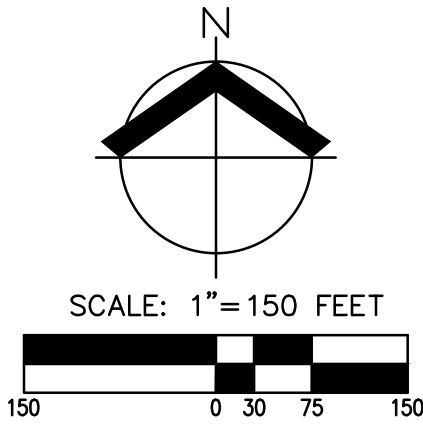
THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 32 AND THAT PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33 ALL IN TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 32; THENCE SOUTH 01°36'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 2658.46 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 88°44'34" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, 9.90 FEET TO THE CENTERLINE OF NORTHWEST HILLHURST ROAD BEING A POINT ON A NON-TANGENT 381.97-FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 78°07'08" WEST THEREFROM; THENCE ALONG THE CENTERLINE OF NORTHWEST HILLHURST ROAD AND NON-TANGENT 381.97-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 141°41'17", THE CHORD OF WHICH BEARS NORTH 18°59'39" WEST 94.68 FEET, AN ARC DISTANCE OF 94.92 FEET TO A POINT OF TANGENCY AND THE POINT OF BEGINNING; THENCE NORTH 26°06'47" WEST, ALONG THE CENTERLINE OF NORTHWEST HILLHURST ROAD, 1395.80 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE SOUTH 88°48'45" EAST, ALONG SAID NORTH LINE, 245.40 FEET; THENCE SOUTH 26°06'47" EAST, LEAVING SAID NORTH LINE, 335.84 FEET TO A POINT OF CURVATURE WITH A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS SOUTH 71°06'47" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°53'13" EAST, 160.00 FEET TO A POINT OF CURVATURE WITH A 20.00-FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS NORTH 18°53'13" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 63°53'13" EAST, 48.00 FEET TO A NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 141°41'17", THE CHORD OF WHICH BEARS NORTH 18°53'13" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 63°53'13" EAST, 48.00 FEET TO A NON-TANGENT 20.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", THE CHORD OF WHICH BEARS SOUTH 71°06'47" EAST A DISTANCE OF 28.28 FEET, AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 63°53'13" EAST, 56.06 FEET TO A POINT OF CURVATURE WITH A 504.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 504.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°51'34", THE CHORD OF WHICH BEARS NORTH 64°49'00" EAST A DISTANCE OF 16.36 FEET, AN ARC DISTANCE OF 16.36 FEET; THENCE SOUTH 26°06'47" EAST, 59.73 FEET; THENCE NORTH 63°53'13" EAST, 7.01 FEET TO A POINT OF CURVATURE WITH A 456.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID 456.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01°53'02", THE CHORD OF WHICH BEARS NORTH 64°49'44" EAST A DISTANCE OF 14.99 FEET, AN ARC DISTANCE OF 14.99 FEET; THENCE SOUTH 16°19'00" EAST, 84.75 FEET; THENCE SOUTH 26°06'47" EAST, 127.74 FEET; THENCE SOUTH 33°14'01" EAST, 132.87 FEET; THENCE SOUTH 88°55'57" EAST, 218.40 FEET; THENCE SOUTH 01°02'09" WEST, 100.39 FEET; THENCE SOUTH 00°32'40" EAST, 70.00 FEET TO A POINT ON A NON-TANGENT 925.00-FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 00°32'40" EAST; THENCE ALONG SAID 925.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°52'43", THE CHORD OF WHICH BEARS SOUTH 87°30'58" WEST A DISTANCE OF 62.60 FEET, AN ARC DISTANCE OF 62.62 FEET; THENCE SOUTH 00°51'37" WEST, 95.65 FEET; THENCE SOUTH 78°17'09" WEST, 133.70 FEET TO A POINT ON A NON-TANGENT 336.00-FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 54°30'48" EAST; THENCE ALONG SAID NON-TANGENT 336.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°27'30", THE CHORD OF WHICH BEARS NORTH 34°15'27" WEST A DISTANCE OF 14.41 FEET, AN ARC DISTANCE OF 14.42 FEET; THENCE SOUTH 56°58'18" WEST, 48.00 FEET; THENCE SOUTH 63°53'13" WEST, 202.79 FEET; THENCE SOUTH 26°06'47" EAST, 8.00 FEET; THENCE SOUTH 63°53'13" WEST, 148.00 FEET; THENCE SOUTH 26°06'47" EAST, 245.40 FEET TO A POINT WHICH BEARS NORTH 63°53'13" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 63°53'13" WEST, 70.06 FEET TO THE POINT OF BEGINNING.

SANDERLING PARK, A PLAT COMMUNITY
AMENDMENT TO PLAT RECORDED IN BOOK 312 OF PLATS, PAGE 223
PHASE 1
APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL 2023

BASIS OF BEARINGS

N01°36'05"E, PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.



LEGEND

- FOUND 1/2" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "OLSON 9025" AS SET PER ROS 36-157
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK. 311, PG. 963; TIED 10/12/2021
- △ FOUND MONUMENT AS NOTED
- AFN CLARK COUNTY AUDITOR'S FILE NUMBER
- LCR LAND CORNER RECORD BOOK--PAGE
- ROS RECORD OF SURVEY BOOK--PAGE
- POB POINT OF BEGINNING
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- (R) RADIAL BEARING
- T= CURVE TANGENT LENGTH
- L= CURVE ARC LENGTH
- SEE SHEET 2 FOR SECTION CORNER MONUMENT DESCRIPTIONS

REFERENCES

- () 1 RECORD INFORMATION PER ROS BK 19, PG 194
- () 2 RECORD INFORMATION PER ROS BK 20, PG 95
- () 3 RECORD INFORMATION PER ROS BK 21, PG 200
- () 4 RECORD INFORMATION PER ROS BK 24, PG 33
- () 5 RECORD INFORMATION PER PLAT BK H, PG 753
- () 6 RECORD INFORMATION PER ROS BK 36, PG 157
- () 7 RECORD INFORMATION PER ROS BK 42, PG 157
- () 8 RECORD INFORMATION PER PLAT BK 311, PG 963
- () 9 RECORD INFORMATION PER ROS BK 68, PG 200
- () 10 RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	14°14'17"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	1°51'34"	16.36'	N64°49'00"E 16.36'
C6	456.00'	1°53'02"	14.99'	N64°49'44"E 14.99'
C7	925.00'	3°52'43"	62.62'	S87°30'58"W 62.60'
C8	336.00'	2°27'30"	14.42'	N34°15'27"W 14.41'

SHEET 3 OF 5

JOB NAME: SANDERLING PARK

JOB NUMBER: 8939

DRAWN BY: TDH

CHECKED BY: JOH

DRAWING NO.: 8939CPLAT-PHS1 ADMT

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE STE 2520
VANCOUVER, WA 98682
P: 360.882.0419
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aks-eng.com

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04/10/2023

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SANDERLING PARK, A PLAT COMMUNITY

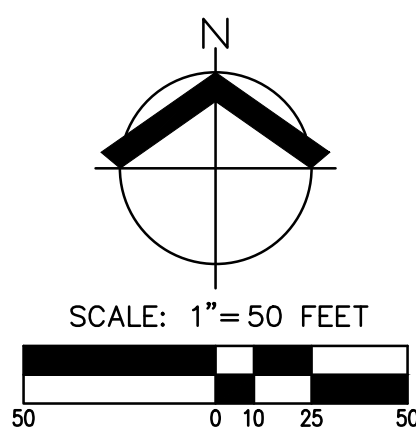
AMENDMENT TO PLAT RECORDED IN BOOK 312 OF PLATS, PAGE 223

PHASE 1

APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL 2023

BASIS OF BEARINGS

N01°36'05"E PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.



CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	141°41'27"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	1°51'34"	16.36'	N64°49'00"E 16.36'
C6	456.00'	1°53'02"	14.99'	N64°49'44"E 14.99'
C7	925.00'	3°52'43"	62.62'	S87°30'58"W 62.60'
C8	336.00'	2°27'30"	14.42'	N34°15'52"W 14.41'
C9	381.97'	27°18'36"	182.07'	N12°27'29"W 180.35'
C10	960.00'	25°34'09"	428.41'	N76°40'17"E 424.87'
C11	960.00'	8°24'54"	141.00'	N68°05'40"E 140.87'
C12	360.00'	17°09'12"	287.41'	N80°52'43"E 286.34'
C13	360.00'	6°54'55"	43.45'	N29°34'14"W 43.42'
C14	480.00'	0°33'27"	4.67'	N64°09'57"E 4.67'
C15	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C16	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C17	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C18	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C19	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C20	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	20.00'	60°00'00"	20.94'	N86°06'47"W 20.00'
C22	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C23	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C24	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C25	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C26	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C27	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C28	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C29	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C30	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C31	995.00'	5°27'18"	94.73'	N66°36'52"E 94.70'
C32	995.00'	6°00'00"	16.49'	N64°21'42"E 16.49'
C33	995.00'	4°30'19"	78.24'	N67°05'21"E 78.22'
C34	20.00'	95°27'18"	33.32'	N21°36'52"E 29.60'
C35	20.00'	79°31'39"	27.76'	N65°52'36"W 25.58'
C36	995.00'	15°05'46"	262.16'	N81°54'27"E 261.40'
C37	925.00'	13°48'22"	222.89'	N82°33'09"E 222.35'
C38	925.00'	3°48'14"	61.41'	N83°40'30"E 61.40'
C39	925.00'	3°13'23"	52.03'	N80°09'41"E 52.03'
C40	925.00'	2°54'02"	46.83'	N77°05'59"E 46.82'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	20.00'	101°45'45"	35.52'	N24°46'06"E 31.03'
C42	336.00'	9°22'25"	54.97'	N30°47'59"W 54.91'
C43	336.00'	6°54'55"	40.55'	N29°34'14"W 40.53'
C44	384.00'	6°54'55"	46.35'	N29°34'14"W 46.32'
C45	20.00'	83°52'47"	29.28'	N68°03'10"W 26.73'
C46	925.00'	6°07'13"	98.81'	N66°56'50"E 98.76'
C47	925.00'	5°05'56"	82.32'	N67°27'28"E 82.29'
C48	925.00'	1°01'17"	16.49'	N64°23'52"E 16.49'
C49	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C50	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C51	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C52	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C53	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C54	381.97'	141°35'55"	94.88'	N18°59'50"W 94.64'
C55	381.97'	13°04'41"	87.19'	N05°20'32"W 87.00'

RLD-4 PUD LOT DIMENSIONAL STANDARDS

MIN. LOT WIDTH DETACHED DWELLING	40'
MIN. FRONT YARD SETBACK	15'
MIN. SIDE YARD SETBACK	5'
MIN. REAR YARD SETBACK	10'
MIN. STREET SIDE SETBACK	10'
MIN. SETBACK NW HILLHURST RD (SEE C.O.R. NOTE #4 SHEET 2)	25'
MAX. BUILDING HEIGHT	35'
MAX. BUILDING COVERAGE	50%
MAX. IMPERVIOUS SURFACE	60%

LEGEND

- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR 48758"
- + SET BRASS SCREW WITH WASHER INSCRIBED "AKS ENGR 48758" IN THE CONCRETE CURB ON A PROJECTION OF THE LOT LINE 9.70' FROM THE FRONT LOT OR TRACT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
- FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK. 311, PG. 963, TIED 10/12/2021

AFN CLARK COUNTY AUDITOR'S FILE NUMBER

(R) RADIAL BEARING

L= CURVE ARC LENGTH

SF SQUARE FEET

P.T. POINT OF TANGENCY

C.O.R. CITY OF RIDGEFIELD

S.W.E. PRIVATE STORMWATER EASEMENT (SEE PLAT NOTE #5 SHEET 2)

P.S.E. PUBLIC SIDEWALK EASEMENT (SEE NOTE SHEET 2)

P.U.E. PUBLIC UTILITY EASEMENT (SEE NOTE SHEET 2)

C.R.W.W.D. CLARK REGIONAL WASTEWATER DISTRICT

R/W DED RIGHT-OF-WAY DEDICATION TO THE CITY OF RIDGEFIELD (SEE NOTE SHEET 2)

REFERENCES

- () 1 RECORD INFORMATION PER ROS BK 19, PG 194
- () 2 RECORD INFORMATION PER ROS BK 20, PG 95
- () 3 RECORD INFORMATION PER ROS BK 21, PG 200
- () 4 RECORD INFORMATION PER ROS BK 24, PG 33
- () 5 RECORD INFORMATION PER PLAT BK H, PG 753
- () 6 RECORD INFORMATION PER ROS BK 36, PG 157
- () 7 RECORD INFORMATION PER ROS BK 42, PG 157
- () 8 RECORD INFORMATION PER PLAT BK 311, PG 963
- () 9 RECORD INFORMATION PER ROS BK 68, PG 200
- () 10 RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

SHEET 4 OF 5

JOB NAME:	SANDERLING PARK
JOB NUMBER:	8939
DRAWN BY:	TDH
CHECKED BY:	JOH
DRAWING NO.:	8939CPLAT-PHS1 AMDT

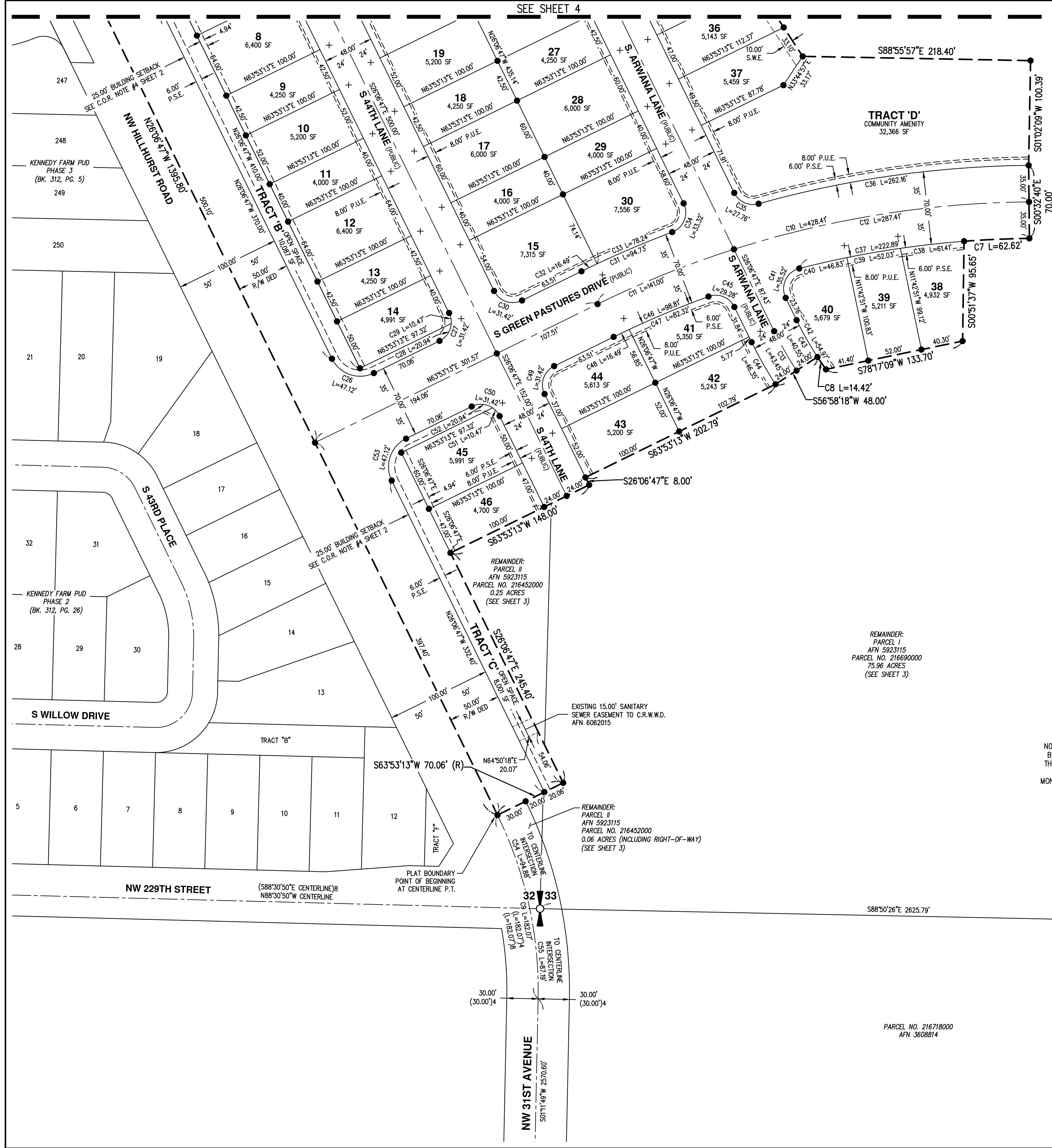
AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE STE 2520
VANCOUVER, WA 98682
P: 360.882.0419
F: 360.882.0426
aks-eng.com

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FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE



04/10/2023

SANDERLING PARK, A PLAT COMMUNITY
AMENDMENT TO PLAT RECORDED IN BOOK 312 OF PLATS, PAGE 223
PHASE 1
APPROVED AS KENNEDY FARMS EAST PUD PER CITY OF RIDGEFIELD FINAL ORDER PLZ-18-0085
LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32 AND
IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
APRIL 2023

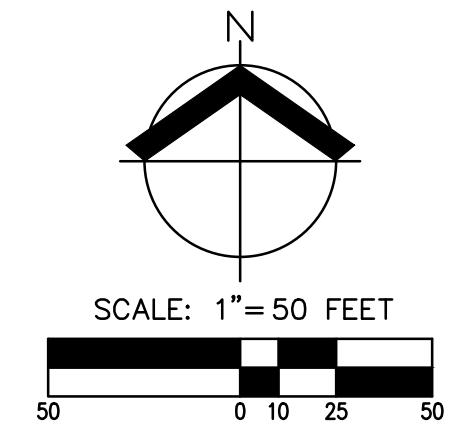


CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	381.97'	141°41'27"	94.92'	N18°59'39"W 94.68'
C2	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C3	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C4	20.00'	90°00'00"	31.42'	S71°06'47"E 28.28'
C5	504.00'	1°51'34"	16.36'	N64°49'00"E 16.36'
C6	456.00'	1°53'02"	14.99'	N64°49'44"E 14.99'
C7	925.00'	3°52'43"	62.62'	S87°30'58"W 62.60'
C8	336.00'	2°27'30"	14.42'	N34°15'27"W 14.41'
C9	381.97'	27°18'36"	182.07'	N12°27'29"W 180.35'
C10	960.00'	25°34'09"	428.41'	N76°40'17"E 424.87'
C11	960.00'	8°24'54"	141.00'	N68°05'40"E 140.87'
C12	960.00'	17°09'12"	287.41'	N80°52'43"E 286.34'
C13	360.00'	6°54'55"	43.45'	N29°34'14"W 43.42'
C14	480.00'	0°33'27"	4.67'	N64°09'57"E 4.67'
C15	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C16	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C17	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C18	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C19	30.00'	90°00'00"	47.12'	N18°53'13"E 42.43'
C20	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C21	20.00'	60°00'00"	20.94'	N86°06'47"W 20.00'
C22	20.00'	30°00'00"	10.47'	N41°06'47"W 10.35'
C23	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C24	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C25	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C26	30.00'	90°00'00"	47.12'	N71°06'47"W 42.43'
C27	20.00'	90°00'00"	31.42'	N18°53'13"E 28.28'
C28	20.00'	60°00'00"	20.94'	N33°53'13"E 20.00'
C29	20.00'	30°00'00"	10.47'	N11°06'47"W 10.35'
C30	20.00'	90°00'00"	31.42'	N71°06'47"W 28.28'
C31	995.00'	5°27'18"	94.73'	N66°36'52"E 94.70'
C32	995.00'	0°56'58"	16.49'	N64°21'42"E 16.49'
C33	995.00'	4°30'19"	78.24'	N67°05'21"E 78.22'
C34	20.00'	95°27'18"	33.32'	N21°36'52"E 29.60'
C35	20.00'	79°31'39"	27.76'	N65°52'36"W 25.58'
C36	995.00'	15°05'46"	262.16'	N81°54'27"E 261.40'
C37	925.00'	13°48'22"	222.89'	N82°33'09"E 222.35'
C38	925.00'	3°48'14"	61.41'	N83°40'30"E 61.40'
C39	925.00'	3°13'23"	52.03'	N80°09'41"E 52.03'
C40	925.00'	2°54'02"	46.83'	N77°05'59"E 46.82'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C41	20.00'	101°45'45"	35.52'	N24°46'06"E 31.03'
C42	336.00'	9°22'25"	54.97'	N30°47'59"W 54.91'
C43	336.00'	6°54'55"	40.55'	N29°34'14"W 40.53'
C44	384.00'	6°54'55"	46.35'	N29°34'14"W 46.32'
C45	20.00'	83°52'47"	29.28'	N68°03'10"W 26.73'
C46	925.00'	6°07'13"	98.81'	N66°56'50"E 98.76'
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RLD-4 PUD LOT DIMENSIONAL STANDARDS	
MIN. LOT WIDTH DETACHED DWELLING	40'
MIN. FRONT YARD SETBACK	15'
MIN. SIDE YARD SETBACK	5'
MIN. REAR YARD SETBACK	10'
MIN. STREET SIDE SETBACK	10'
MIN. SETBACK NW HILLHURST RD (SEE C.O.R. NOTE #4 SHEET 2)	25'
MAX. BUILDING HEIGHT	35'
MAX. BUILDING COVERAGE	50%
MAX. IMPERVIOUS SURFACE	60%



BASIS OF BEARINGS
N01°36'05"E PER THE PLAT OF KENNEDY FARM PUD PHASE 1 RECORDED IN BOOK 311, PAGE 963, RECORDS OF CLARK COUNTY, WASHINGTON, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN BETWEEN THE MONUMENTS FOUND AT THE SOUTHWEST AND NORTHWEST CORNERS THEREOF.

- LEGEND**
- SET 1/2" X 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "AKS ENGR 48758"
 - + SET BRASS SCREW WITH WASHER INSCRIBED "AKS ENGR 48758" IN THE CONCRETE CURB ON A PROJECTION OF THE LOT LINE 9.70' FROM THE FRONT LOT OR TRACT CORNER UNLESS NOTED OTHERWISE IN THE CURB SCREW TABLE
 - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON 37535" AS SET PER THE PLAT OF KENNEDY FARM PUD PHASE 1 BK. 311, PG. 963, DED 10/12/2021

- AFN CLARK COUNTY AUDITOR'S FILE NUMBER
- (R) RADIAL BEARING
- L= CURVE ARC LENGTH
- SF SQUARE FEET
- P.T. POINT OF TANGENCY
- C.O.R. CITY OF RIDGEFIELD
- S.W.E. PRIVATE STORMWATER EASEMENT (SEE PLAT NOTE #5 SHEET 2)
- P.S.E. PUBLIC SIDEWALK EASEMENT (SEE NOTE SHEET 2)
- P.U.E. PUBLIC UTILITY EASEMENT (SEE NOTE SHEET 2)
- C.R.W.W.D. CLARK REGIONAL WASTEWATER DISTRICT
- R/W DED RIGHT-OF-WAY DEDICATION TO THE CITY OF RIDGEFIELD (SEE NOTE SHEET 2)

CURB SCREW OFFSET TABLE	
LOT LINE	OFFSET
6 / TRACT "A"	11.90'
7 / TRACT "B"	12.10'
14 / TRACT "B"	11.90'
15 / 30	11.70'
22 / 23	11.70'
39 / 38	11.70'
39 / 40	11.70'
41 / 44	11.70'
45 / TRACT "C"	12.10'

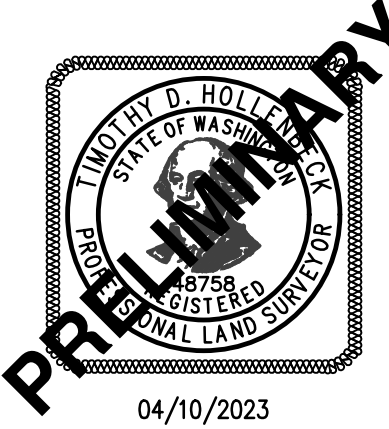
- REFERENCES**
- () 1 RECORD INFORMATION PER ROS BK 19, PG 194
 - () 2 RECORD INFORMATION PER ROS BK 20, PG 95
 - () 3 RECORD INFORMATION PER ROS BK 21, PG 200
 - () 4 RECORD INFORMATION PER ROS BK 24, PG 33
 - () 5 RECORD INFORMATION PER PLAT BK H, PG 753
 - () 6 RECORD INFORMATION PER ROS BK 36, PG 157
 - () 7 RECORD INFORMATION PER ROS BK 42, PG 157
 - () 8 RECORD INFORMATION PER PLAT BK 311, PG 963
 - () 9 RECORD INFORMATION PER ROS BK 68, PG 200
 - () 10 RECORD INFORMATION PER SHORT PLAT BK 4, PG 195

SHEET 5 OF 5

JOB NAME:	SANDERLING PARK
JOB NUMBER:	8939
DRAWN BY:	TDH
CHECKED BY:	JOH
DRAWING NO.:	8939CPLAT-PHS1 AMDT

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE STE 2520
VANCOUVER, WA 98682
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**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: April 27, 2023

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1400 - Amendment to Development Agreement for Kemper Grove regarding 35th Avenue Improvements

GOVERNING LEGISLATION

RCW 36.70B.170

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The developer, Hinton Development through H2 Grove, is obligated to construct certain street improvements along a portion of 35th Avenue along with other public improvements as part of the Phase 3 Kemper Grove PUD Subdivision. There is a portion of 35th which is beyond the scope of improvements conditioned in the Subdivision permit and classified as a system improvement under our CFP and TIF list. Because these street improvements would benefit the Kemper Grove PUD Subdivision and the Developer and the City entered into a development agreement for the Developer to construct them as a part of the development to the agreed City standards, while the City agreed to use best efforts to acquire a portion of Right of Way required for the construction and also to bring to the Council an amendment to the City's TIF list to make the proposed project TIF credit eligible. The City has added the project to the TIF credit eligible list and developer has bonded for the improvements with City approval as part of the final plat process in accordance with existing City code and State law.

Because the City experienced delays in acquiring the right of way for a portion of the improvements, the Parties wish to enter into an agreement extending the time for construction of the improvements. The proposed amendments extend the time for the City to acquire the right of way to December 31, 2023 and limits the obligations of the developer to constructing those improvements where right of way exists as of December 31, 2023. The City similarly agrees to issue the TIF credits for only the portion constructed and to reimburse for any design costs for work they were unable to construct because of the lack of right of way. Finally the agreement confirms the ability to bond for the improvements and to have occupancy permits approved for the Phase 3 lots.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends Council hold a public hearing and first reading for Ordinance No.1400.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. First Amendment to Development Agreement re 35th Ave Improvements JP edits 3-16-23

ORDINANCE NO. 1400

An Ordinance of the City of Ridgefield, Washington Approving a First Amendment Development Agreement with H2 Grove extending the time for construction for 35th Avenue Improvements

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, the City has the authority to enter into Development Agreement pursuant to RCW 36.70B.170; and

WHEREAS, H2 Grove LLC owns property within the City of Ridgefield known as Phase 4-5 of the Kemper Grove PUD Subdivision ("Subdivision") and which includes three tax parcels within the City of Ridgefield, Clark County, Washington. The tax parcels are known as APN The 986061342, 213716000 & 213758000 (the "Tax Parcels") The legal description for the Tax Parcels are described in the Agreement; and

WHEREAS, H2 Grove, LLC is proposing to construct certain street improvements in 35th Avenue as described in Exhibit C of the Agreement; and

WHEREAS, the City owns certain portions of the right of way for the 35th Avenue Improvements and is using best efforts to acquire additional rights of way for the improvements and those efforts have been delayed resulting in the need to extend the time for construction under the Agreement as set forth in the First Amendment to the Development Agreement; and

WHEREAS, the City Council held a public hearing for the proposed Development Agreement at a regular scheduled meeting held on April 27, 2023; and

WHEREAS, the City Council conducted a first reading of this ordinance on April 27, 2023; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON HEREBY ORDAINS AS FOLLOWS:

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the First Amendment to the Development Agreement with property owners to extend the time for construction and to clarify the effect of the City's inability to acquire the right of way.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the First Amendment to the Development Agreement **attached** hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

Section 3. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 5. **Effective Date**. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS _____ DAY OF APRIL 2023.

CITY OF RIDGEFIELD

Mayor, Jennifer Lindsey

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing:
First reading:
Second Reading/Passage:
Date of Publication:
Effective Date:

MAIL TAX STATEMENTS TO:
H2 Grove, LLC
14010-A NE 3RD CT STE 106
VANCOUVER WA, 98685

AFTER RECORDING RETURN TO:
City of Ridgefield
Attn: Steve Stuart
230 Pioneer St./P.O. Box 608
Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE:	FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
GRANTOR(S):	H2 GROVE, LLC
GRANTEE:	CITY OF RIDGEFIELD, WASHINGTON
ABBREVIATED LEGAL DESC:	KEMPER GROVE PUD PH 4&5 TRACT Q 312210, #13 & #15 OF SEC 20 T4NR1EWM & #57 SEC 20 T4N R1EWM
FULL LEGAL DESCRIPTION:	See as Exhibit A-1, A-2 and A-3 To This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:	986061342, 213716000 & 213758000
REFERENCE NUMBER OF RELATED DOCUMENTS:	N/A

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

Effective Date: Date of Recording

This is the First Amendment to Development Agreement (the “First Amendment”) to that certain Development Agreement (the “Agreement”) recorded on _____, 2022 at recording number _____ in the official deed records of Clark County, Washington.

PROPERTY

The real property subject to the Agreement consists of three tax parcels within the City of Ridgefield, Clark County, Washington. The tax parcels are known as APN 986061342, 213716000 & 213758000 (the “Tax Parcels”). The legal description for the Tax Parcels are described in the Agreement.

PARTIES

H2 GROVE, LLC is the current owner of fee title to the Tax Parcels. As used herein, “Owner” means H2 GROVE, LLC.

The CITY OF RIDGEFIELD is a Washington municipal corporation (hereafter “City”) and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Owner and the City, as defined in this First Amendment are collectively referred to as the Parties.

AUTHORITIES

Whereas, the Parties are authorized to enter this First Amendment by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that

will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements.

RECITALS

- A. The City has not yet acquired all of the needed right-of-way for the expansion of 35th Avenue (referred to herein and in the Agreement as the “35th Avenue ROW”) as legally described in the Agreement.
- B. The City previously identified a need for certain street improvements (referred to herein and in the Agreement as the “35th Avenue Improvements”) as described in the Agreement to be constructed in the 35th Avenue ROW. This public need still exists. The 35th Avenue Improvements are consistent with the Ridgefield Comprehensive Plan and listed in the Capital Facilities Plan which has been adopted by the Ridgefield City Council.
- C. The Parties desire to extend the time for the City to obtain the needed right-of-way to complete the 35th Avenue Improvements along the Wertz Frontage.
- D. Section 14 of the Agreement authorizes amendments upon mutual written agreement of the parties to be recorded in the Clark County deed records.

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

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

NOW, THEREFORE, the Parties agree that the Agreement shall be amended as follows:

1. **Amendment to “RESPONSIBILITIES” Section.** The following provision of Section “1 Responsibilities” of the Agreement is amended as set forth below:
 - “1.2) In the event the City is not able to timely acquire the right-of-way for the Wertz frontage on or before December 31, 2023, Owner shall be responsible for constructing only those portions of the 35th Avenue Improvements for which right-of-way exists as of December 31, 2023, in which case the City shall issue TIF credit for the portion of the 35th Avenue Improvements actually constructed based on actual construction costson or before —, December 31, 2022, the City may terminate this Agreement and the responsibilitiesresponsibilities hereunder with no liability or further obligation of either party under the Agreement; provided furtherhowever, that the City will reimburse Owner for the actual proportional engineering costs incurred in developing the construction plans for the construction of any portion of the 35th Avenue Improvements that Owner is unable to construct due to lack of right-of-way upon the Owner’s assignment to the City of all rights to such plans. Further, City agrees to allow the portion of the 35th Avenue Improvements for which right-of-way currently exists as of the date of this First Amendment to be bonded without further engineering approvals being required so as not to delay the final engineering acceptance and recording of the Phase 3 plat of the Subdivision (as that term is defined in the Agreement) and not to delay occupancy permits for new home construction on the Phase 3 lots.”

2. CITY’S RESERVED AUTHORITY

Notwithstanding anything in this First Amendment to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B.

3. EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This First Amendment may be executed in several counterparts; each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts – PROVIDED

that all signature pages will be recorded together, and the complete recorded First Amendment will constitute the final instrument. The exchange of copies of this First Amendment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

4. AUTHORIZATION

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

5. DEFINED TERMS

Capitalized terms not expressly defined herein shall have their same meanings as provided in the Agreement. All definitions of defined terms set forth in the Agreement shall continue to apply.

6. FULL FORCE AND EFFECT

To the extent there is a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall prevail. Except as amended herein, the terms of the Agreement shall remain in full force and effect.

7. PUBLIC HEARING

The Ridgefield City Council has approved execution of this First Amendment by ordinance after a public hearing.

Signatures appear on the following pages.

Owner H2 GROVE, LLC

Mark Hinton, Manager

Date _____

STATE OF _____)
) ss.
County of _____)

This record was acknowledged before me on _____, 20__ by _____
_____, as _____ of _____,
a (n) _____.

Notary Public for _____
My Commission Expires: _____

CITY OF RIDGEFIELD

By: Steven Stuart
Its: City Manager

Date

State of Washington)
) ss.
City of _____)

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

Dated: _____, 20____.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

