



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, October 12, 2023
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30 P.M.

- 1. Stormwater Update: Phase 2 Municipal Permit Requirements - 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. PROCLAMATION - BREAST CANCER AWARENESS MONTH

- 1. Pink Patch Presentation - Cathy Doriot, Police Chief**

IV. 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 limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

V. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the September 28, 2023 Meeting**

VI. BUSINESS

- 1. Motion - Options and Direction for Parcel Address 116 N Main Avenue - Kirk Johnson, Finance Director**
- 2. Motion - Approve a Drinking Water State Revolving Fund (DWSRF) Loan Application - Kirk Johnson, Finance Director**

3. **Motion - Approval of Subordination Agreement with the Port of Ridgefield - Steve Stuart, City Manager**
4. **Motion - Approval of Purchase and Sales Agreement, Wertz Property - Steve Stuart, City Manager**
5. **Motion - Approval of Declaration of Land Use Restriction and Real Property Covenant, Wertz Property - Steve Stuart, City Manager**

VII. PUBLIC HEARING/BUSINESS

1. **Public Hearing and First Reading of Ordinance No. 1409 - The Crossing Phases 1-3 Plat Alterations - Claire Lust, Community Development Director**

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 limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

X. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Stormwater Update: Phase 2 Municipal Permit Requirements

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The City of Ridgefield's population is currently 15,000 and growing. As the City has exceeded the 10,000 level, the City will be issued a 2024-2029 Western Washington (WWA) Phase II Municipal Separate Storm Sewer System (MS4) Permit, effective August 1, 2024. The City is proactively preparing for the Permit and hired an expert consultant to audit the current Public Works Stormwater program and develop an actionable plan for the City to attain compliance with the current 2019-2024 Permit as well as the anticipated new requirements of the 2024-2029 Permit.

The results of the audit, expectations of the Stormwater Program, and a milestone-based plan to implement over the next 5-6 years will be presented at this Study Session by Public Works/Stormwater staff for discussion.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Study session only.

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Council_Stormwater Presentation-10-9-23_v3

Stormwater and Phase II Municipal Discharge Permit Overview



Presentation to City Council
October 12, 2023





What is Stormwater?

Stormwater is rainfall or snowmelt which flows over the ground. Impervious surfaces such as rooftops, driveways, sidewalks, and streets prevent Stormwater runoff from naturally soaking into the ground.

Ridgefield Water Flow

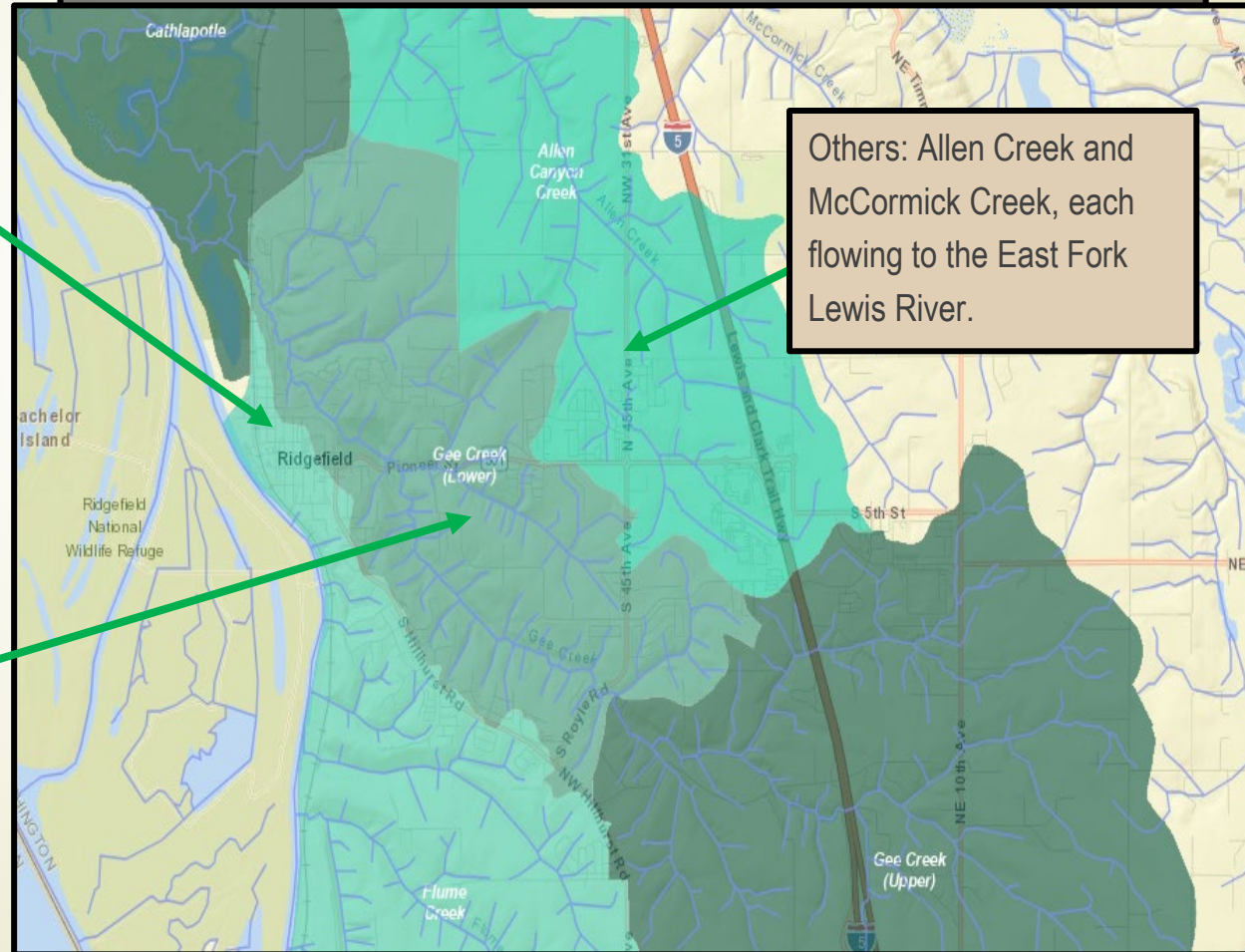
Ridgefield is part of the West Slope Watershed.

Two main waterways exist within the city limits of Ridgefield.

The west part of the City drains toward Lake River and the Columbia River.

The *central* part of the city drains to Gee Creek, then to the Columbia River.

Others: Allen Creek and McCormick Creek, each flowing to the East Fork Lewis River.



Filter Vault Maintenance



Current Stormwater Work Part 1

Catch Basin Flood



Maintenance duties:

- **38 Ponds:** Mowing and weed eating of area
- **~1.5 miles of Ditches:** Inspection, removal of debris, regrading, mowing of foliage.
- **24 Swales:** Mowing and weed eating of area.
- **120 Culverts:** Cutting of Vegetation for inspection, flushing of pipe, repair of pipe.
- **150 Filter Vaults**
- **1809 Catch Basins:** cleaned with Vac Truck
- **10 Sediment Traps:** Using Large Flex Pipe and Vac Truck
- **44 Rain Gardens:** Debris removal, vegetation pruning/shaping of plants, hand weeding

Culvert Flushing



Additional Current Stormwater Work... Part 2



Ditch Cleaning



Pond Mowing



Dirty Water Erosion



STREET SWEEPING TO
KEEP MATERIAL OUT OF
CATCH BASINS AND
TO REDUCE
POLLUTION.

125 STREET MILES



PUBLIC AND PRIVATE
DEVELOPMENT
INSPECTIONS

33 ACTIVE SITES



2-YEAR BOND
INSPECTIONS



UNDERGROUND PIPE
LOCATES



DOOR HANGERS
FOR NEW
DEVELOPMENT AND
NON-PAYMENT



EQUIPMENT
MAINTENANCE



EMERGENCY REPAIR
& MAINTENANCE.



STORM RESPONSE



What is the **Clean Water Act** and How does it affect us?

- **Federal Clean Water Act (CWA):** national policy
 - **Environmental Protection Agency (EPA):** delegates permit authority to the Washington Department of Ecology. (Ecology)
 - **WA Department of Ecology:** sets the requirements, compliance and enforcement levels for Washington municipalities.
 - **NPDES Permit:** requires the City to regulate, inspect and enforce per Ecology requirements
-

What we need to do for the NPDES Permit?

The largest part of the “**Permit**” is the **Stormwater Management Program Plan (SWMP)**:

The 9 Program Components contained in the SWMP:

1. Stormwater Planning
2. Public Education and Outreach:
3. Public Involvement and Participation:
4. MS4 Mapping and Documentation:
5. Illicit Discharge Detection and Elimination (IDDE):
6. Controlling Runoff from Development, Redevelopment, and Construction Sites
7. Stormwater Management for Existing Development: (We are exempt for this permit cycle)
8. Source Control Program for Existing Development:
9. Operations and Maintenance:

What does this mean for Private Development?

The City will be required to update the development and design standards to comply with the permit. These standards and procedures will increase the responsibility of developers in a variety of ways, including:

- 1. Lower thresholds for planning and mitigation (smaller projects will be affected)**
- 2. Greater area and cost needed to mitigate (ponds will be bigger).**
- 3. Low Impact Development (LID) required vs. recommended.**
- 4. City construction inspections become more frequent, rigorous and enforceable**
- 5. City post-construction inspections become more frequent, rigorous and enforceable.**

What the City Needs to Have in Place by 2029.

Phased-in requirements begin July 1, 2024 and must be **completed** by 2029.

2024

- Post NOI's
- SWMP Plan
- Behavior Change Program
- Social Marketing Campaign
- Education and Outreach Program
- CB Inspections
- Street Sweeping Program

2025

- Map Outfalls
- IDDE Management Program
- IDDE Training for Staff
- BMP's Code
- Interdisciplinary Team

2026

- Submit outfalls
- Maintenance Standards
- Private Storm Facility Inspection Program
- Spot Checks
- Public Facility Inspection Program
- Public Facility Maintenance Program
- PW Staff Training
- PW BMP Manual
- SWPPP

2027

- Development Code
- Development Inspection Program
- Development Inspection Training
- Source Control Inventory
- Source Control Info
- 20% Source Control Inspection
- Source Control Enforcement
- Source Control Training

2028

- LID Requirements
- IDDE Inspections
- 40% IDDE Inspections
- IDDE Hotline
- Spills/Illicit Discharge
- Tree Canopy Policy
- Tree Canopy Mapping

2029

- Review/Revise LID
- Review/Revise E&O
- Complete Mapping

Permit Compliance – Projected Asset Growth in Annual Inspections

Infrastructure Maintained	2023	2029 Estimated 10% annual growth
Ponds	38	61
Ditches	~1.5 miles.	~1.5 miles: ditches along Pioneer will be rebuilt with urban storm facilities; Carty Road, as it gets annexed, will bring ditches with it.
Swales	24	38
Culverts	120	193
Filter Vaults	150	241
Catch Basins	1809	3200
Sediment Traps	10	16
Rain Gardens	44	70
Inspections Needed		
SW Facility Inspections	464	747
SW Catch Basin Inspections	1809	3200
New Development per year	10-15	10-15
Active Engineering permit sites	33	NA
Active Building permit sites	247	NA
Business Development	No inventory	Develop Inventory count.

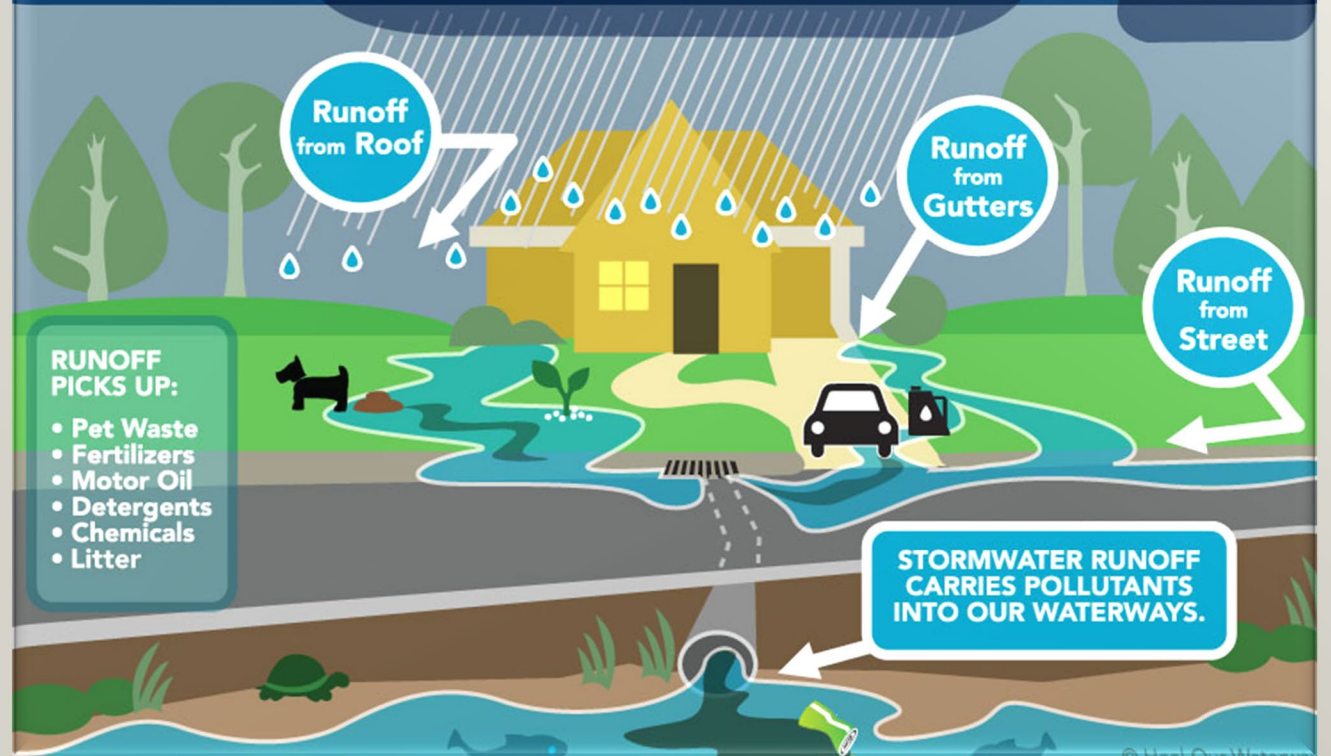


Other things to consider

- Potential \$130K Ecology grant – to be used to support compliance with MS4 permit – tools, compliance, program establishment.
- Stormwater Program work plan: launching as many as 9 new programs/service areas
- Address existing backlog of growth-driven maintenance plus what is coming on-line in 2024-2026.
- Consequences for non-compliance: grant sanctions, litigation, fines and even imprisonment.
- Fines for City's non-compliance with permit can range from \$10,000 to over \$1 million



Stormwater Runoff Pollutes



➤ Any Questions?

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Pink Patch Presentation

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Cathy Doriot, Police Chief

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details 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. October 12, 2023 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

October 12th, 2023

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADNREW MARVITZ	3279	3279-20230929	Public Safety	Public Safety Leadership Meals per Diem - Marvitz	253.00
ADNREW MARVITZ Total					253.00
ADVANCED EXCAVATING SPECIALISTS LLC	2066	P21001-2066-5	Public Works	09.2023 S Pioneer Extension/Roundabout	748,078.92
ADVANCED EXCAVATING SPECIALISTS LLC Total					748,078.92
AKS ENGINEERING & FORESTRY LLC	3908	10210-01	Community Development	Keller Supply/Tri Mountain/Lahti Property/50th Place	5,553.58
AKS ENGINEERING & FORESTRY LLC Total					5,553.58
AMERICAN WATER WORKS ASSOCIATION	27	7002141685	Public Works	12.2023-11.2024 AWWA Renewal	400.00
AMERICAN WATER WORKS ASSOCIATION Total					400.00
BACKWOOD BARK	3944	12834	Public Works	09.2023 Operational Supplies & Maintenance	1,426.14
		12694	Public Works	08.2023 Operational Supplies & Maintenance	2,021.82
BACKWOOD BARK Total					3,447.96
BSK ASSOCIATES	2119	VG04047	Public Works	09.2023 Coliform Testing	1,111.00
BSK ASSOCIATES Total					1,111.00
CDW LLC	3821	HL50567	Public Safety	2023 Annual Adobe Renewal	664.17
			Public Works	2023 Annual Adobe Renewal	616.83
			Community Development	2023 Annual Adobe Renewal	522.65
			Information Technology	2023 Annual Adobe Renewal	1,970.34
		HM15365	Information Technology	2023 Annual Adobe Renewal - Sennett	794.64
CDW LLC Total					4,568.63
CESSCO INC.	1756	463205	Public Works	PWUTIL Mechanical Seal	34.76
		463348	Public Works	PWUTIL Pump & Rachets	617.35
CESSCO INC. Total					652.11
CITY OF BATTLE GROUND	92	INV00441	Judicial	07.2023 & 08.2023 Video Arraignments	300.00
CITY OF BATTLE GROUND Total					300.00
CITY OF LACENTER	2846	2023-09	Genl Govt/Facilities	PD Tasers & Radios	(348.00)
			Public Safety	PD Tasers & Radios	4,348.00
CITY OF LACENTER Total					4,000.00
CIVICPLUS LLC	3832	277178	Genl Govt/Facilities	09.15.2023 Codification	3,254.59
CIVICPLUS LLC Total					3,254.59
CLAIRE LUST	2782	2782-20231011	Community Development	WA APA Conference Meals per Diem - Lust	146.00
CLAIRE LUST Total					146.00
CLARK COUNTY	102	CI055272	Public Works	08.2023 Traffic Signals	220.46
		CI055978	Public Safety	Q4.2023 CRESA Emergency Management	3,785.00
		CI056002	Judicial	08.2023 Pretrial Supervision & Investigation	2,692.19
		CI055995	Public Safety	Q4.2023 CRESA Dispatch/Radio Operations and ER&R	28,565.25
CLARK COUNTY Total					35,262.90
CLARK COUNTY TREASURER - PROPERTY TAX	3819	986060378-2023	Genl Govt/Facilities	2023 Property Tax - 2901 N 2nd Way Kemper Grove	634.57
		986060377-2023	Genl Govt/Facilities	2023 Property Tax - 2903 N 2nd Way Kemper Grove	634.57
CLARK COUNTY TREASURER - PROPERTY TAX Total					1,269.14

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CLARK COUNTY TREASURERS OFFICE	554	SIF202309	Genl Govt/Facilities	School Impact Fees	331,722.35
CLARK COUNTY TREASURERS OFFICE Total					331,722.35
COLUMBIAN PUBLISHING	116	44103	Community Development	Enforcement Code Update	72.00
		44056	Community Development	Crossing Plat Alternatives PLZ-23-0034-0036	97.20
COLUMBIAN PUBLISHING Total					169.20
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	3404	8951-1065091	Public Works	5 Acorn Street Light Poles and Bands	7,101.59
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC Total					7,101.59
CSD ATTORNEYS AT LAW P.S.	3294	118435	Genl Govt/Facilities	08.2023 Park Laundry	1,338.00
		118434	Genl Govt/Facilities	08.2023 Pacific Wood Treater's Side	468.00
CSD ATTORNEYS AT LAW P.S. Total					1,806.00
DAN'S TRACTOR	134	103893	Public Works	Parks/Cemetery Mower Wheels & Tires	852.06
DAN'S TRACTOR Total					852.06
DEPARTMENT OF NATURAL RESOURCES	715	9170568	Genl Govt/Facilities	2023 Forest Land Assessment	328.70
DEPARTMENT OF NATURAL RESOURCES Total					328.70
DICK'S TIRE FACTORY	158	D74857	Public Safety	2016 Ford Explorer 59461D - Wattson	55.26
		D74924	Public Safety	2016 Ford Explorer 63639D - Marvitz	85.26
		D74914	Public Safety	2016 Ford Explorer 59462D - Doran	55.26
		D77271	Public Safety	2014 Explorer 55290D - Coblenz	48.87
DICK'S TIRE FACTORY Total					244.65
DITCH MAINTENANCE LLC	3942	2	Public Works	2023 Annual Ditch Maintenance & Cleaning	7,137.50
DITCH MAINTENANCE LLC Total					7,137.50
E2 LAND USE PLANNING SERVICES LLC	485	0485-09	Community Development	09.2023 Planning Consulting Services	2,050.00
E2 LAND USE PLANNING SERVICES LLC Total					2,050.00
ENCORE ONE LLC	3890	224511	Genl Govt/Facilities	09.2023 Janitorial Services	313.62
			Public Safety	09.2023 Janitorial Services	687.71
			Public Works	09.2023 Janitorial Services	436.49
			Community Development	09.2023 Janitorial Services	71.29
			Public Works	09.2023 Janitorial Services	141.13
ENCORE ONE LLC Total					1,650.24
FCS GROUP	958	3731-22309019	Public Works	2023 Water and Stormwater Rate Study	4,847.50
FCS GROUP Total					4,847.50
GENERAL PACIFIC	2942	1470973	Public Safety	PD Drone Package	23,742.23
		1470984	Public Safety	PD Drone Package	432.63
GENERAL PACIFIC Total					24,174.86
GISI MARKETING GROUP	2811	277718	Community Development	Business Cards - Shana Lazzarini	243.73
GISI MARKETING GROUP Total					243.73
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC	3447	4582352	Genl Govt/Facilities	10.2023 PW Ops Alarm Monitoring Services	6.54
			Public Works	10.2023 PW Ops Alarm Monitoring Services	108.25
			Community Development	10.2023 PW Ops Alarm Monitoring Services	13.36
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					128.15
GRAY AND OSBORNE INC	207	23231.04-2	Community Development	Rose Short Plat PLZ-23-0059	565.88
		23231.00-1	Community Development	On-Call Development Review	162.03
		23231.05-1	Community Development	Panda Express PLZ-23-0056	729.14

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GRAY AND OSBORNE INC	207	23231.03-2	Community Development	Hillhurst Bldg. A Drive Thru PLZ-23-005	115.98
GRAY AND OSBORNE INC Total					1,573.03
GROUNDWATER SOLUTIONS INC.	2971	00721.001-54	Public Works	08.2023 Hydrological Study	21,058.75
GROUNDWATER SOLUTIONS INC. Total					21,058.75
H.D. FOWLER COMPANY	2036	I6527190	Public Works	Water Operational Supplies	347.11
		I6519011	Public Works	Rubber Meter Gaskets	91.14
H.D. FOWLER COMPANY Total					438.25
HALME EXCAVATING INC.	2746	202309262	Public Works	Abrams Park Road Grading & Yard Hydrant	22,398.39
HALME EXCAVATING INC. Total					22,398.39
Hampton Devon	UB*00939	(blank)	Genl Govt/Facilities	Refund Check 014858-000 812 N Lark Dr	69.22
Hampton Devon Total					69.22
HARPER HOUF PETERSON RIGHELLIS INC.	1678	57199	Community Development	08.2023 51st Ave Roundabout & Pioneer Widening	37,927.50
		57200	Public Works	08.2023 Abrams Park Research	3,240.00
HARPER HOUF PETERSON RIGHELLIS INC. Total					41,167.50
Harper Tom & Jody	UB*00936	(blank)	Genl Govt/Facilities	Refund Check 013415-000 4749 S 16th Dr	7.74
Harper Tom & Jody Total					7.74
HD SUPPLY INC.	3886	INV00147624	Public Works	PWUTIL Printer Cartridge	89.41
		INV00141398	Public Works	PWUTIL PVC Bushings	62.02
HD SUPPLY INC. Total					151.43
HONEY BUCKETS	223	553732232	Genl Govt/Facilities	09.19.2023-10.16.2023 PW Shop Port-a-Potty	59.81
			Public Works	09.19.2023-10.16.2023 PW Shop Port-a-Potty	989.19
HONEY BUCKETS Total					1,049.00
INTERMEDIA.NET INC.	3804	2310129596	Information Technology	08.2023 Voice Service Charges	87.31
INTERMEDIA.NET INC. Total					87.31
J.L. STOREDAHL AND SONS	558	399137	Public Works	7 Wells Trail Crush Rock	1,889.39
J.L. STOREDAHL AND SONS Total					1,889.39
J2 BLUE PRINT SUPPLY	243	AR142798	Community Development	09.2023 Plotter Contract	102.30
J2 BLUE PRINT SUPPLY Total					102.30
JACOBS ENGINEERING GROUP INC.	3349	W3X87401-14	Public Works	09.2023 Screen Desgin/Engineering Services	4,240.07
JACOBS ENGINEERING GROUP INC. Total					4,240.07
JENNIFER COLBERT	3946	BLD-23-0157	Genl Govt/Facilities	Plan Check Fee Refund	1,009.04
JENNIFER COLBERT Total					1,009.04
KARL JOHANSSON	3569	21001-29	Public Works	08.2023 YMCA Site Plan	540.00
KARL JOHANSSON Total					540.00
KEYSTONE CONTRACTING	2657	P21004-2657-4	Genl Govt/Facilities	Overlook Park Splash Pad	(7,842.33)
			Public Works	Overlook Park Splash Pad	170,492.36
KEYSTONE CONTRACTING Total					162,650.03
KILLA BITES	3727	2613	Council	Council Meeting Study Session Catering	145.66
KILLA BITES Total					145.66
L.N. CURTIS AND SONS	3075	INV743778	Public Safety	PD Uniforms - Gibson	78.26
		INV743784	Public Safety	PD Uniforms - Fokin	827.57
		INV749179	Public Safety	PD Uniforms - Doriot	76.09
		INV749976	Public Safety	PD Uniforms - Fokin	106.53

City of Ridgefield

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L.N. CURTIS AND SONS	3075	INV747383	Public Safety	PD Uniforms - Fokin	260.59
		INV747812	Public Safety	PD Uniforms - Fokin	47.83
		INV748519	Public Safety	Pink Patches	474.75
L.N. CURTIS AND SONS Total					1,871.62
MACKAY AND SPOSITO INC.	899	48107	Public Works	09.2023 Skate Park Alternatives Study	320.00
MACKAY AND SPOSITO INC. Total					320.00
Marshall Linda	UB*00938	(blank)	Genl Govt/Facilities	Refund Check 014870-000 4932 S 17th Dr	123.83
Marshall Linda Total					123.83
MINUTEMAN PRESS (NORTH)	3278	9234	Finance	Notary Stamp - Emily Giles	40.14
MINUTEMAN PRESS (NORTH) Total					40.14
MJB CONSULTING INC	3117	2194	Genl Govt/Facilities	08.2023 & 09.2023 State Lobbyist	5,500.00
		2203	Genl Govt/Facilities	10.2023 State Lobbyist	2,750.00
MJB CONSULTING INC Total					8,250.00
NAPA AUTO PARTS	498	389165	Genl Govt/Facilities	Events Trailer Maintenance	17.86
NAPA AUTO PARTS Total					17.86
NATIONAL SAFETY INC	3571	0700402-IN	Public Works	Water/Storm Equipment Maintenance	81.53
		0700574-IN	Public Works	Splash Pad Safety Equipment	1,408.75
NATIONAL SAFETY INC Total					1,490.28
NB ENGINEERING LLC	3933	1108	Public Works	09.2023 Phase II Storm Permit Audit	11,166.75
NB ENGINEERING LLC Total					11,166.75
NORTHSTAR CHEMICAL INC.	1019	263612	Public Works	Sodium Hypochlorite	1,371.80
NORTHSTAR CHEMICAL INC. Total					1,371.80
NORTHSTAR SOLAR	3948	RES-22-0158	Genl Govt/Facilities	RES-22-00158 Permit Refund	473.60
NORTHSTAR SOLAR Total					473.60
ON-HOLD CONCEPTS INC	2217	615875	Information Technology	10.2023 On Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	92300472	Public Works	08.2023 Garrison Ridge Slide Repair	8,996.64
		92300459	Community Development	08.2023 Ridgefield Commercial Project Management	30.00
OTAK INC. Total					9,026.64
PACIFIC FITNESS PRODUCTS LLC	3935	92610	Public Safety	Peloton Bike and Precor Treadmill	10,992.85
PACIFIC FITNESS PRODUCTS LLC Total					10,992.85
PACIFIC OFFICE AUTOMATION - LEASE	1564	80965500	Genl Govt/Facilities	09.2023 Copier Lease - PW Ops	23.21
			Public Works	09.2023 Copier Lease - PW Ops	384.45
			Community Development	09.2023 Copier Lease - PW Ops	47.47
PACIFIC OFFICE AUTOMATION - LEASE Total					455.13
PATRICK HILDRETH BRAND AND DESIGN	2372	2650	Genl Govt/Facilities	09.2023 Web Design/Maintenance	250.00
			Information Technology	09.2023 Web Design/Maintenance	50.00
PATRICK HILDRETH BRAND AND DESIGN Total					300.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0071742.000-16	Public Works	08.2023 Mayors Meadow to Reiman Rd Design	6,252.50
		0071402.000-4	Public Works	08.2023 S 35th Avenue Alternative Analysis	2,368.00
		0071069.009-20	Public Works	08.2023. Royle Road Construction Completion	8,505.77
		0078071.000-5	Public Works	08.2023 S 5th Street Roadway Repairs	11,767.75
		0078103.000-2	Public Works	08.2023 Hillhurst St Light & School Flasher	1,607.50

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PBS ENGINEERING AND ENVIRONMENTAL	342	0071272.001-6	Community Development	08.2023 Development Plan Review	12,245.00
		0071069.010-12	Public Works	08.2023 Royle Road Rounabout - Const. Inspection	726.00
		0071708.001-7	Public Works	08.2023 Overlook Park Construction Mgmt Services	22,246.85
PBS ENGINEERING AND ENVIRONMENTAL Total					65,719.37
PLATT ELECTRIC SUPPLY	766	4L27426	Public Works	Abrams Park Restroom Lights	51.14
PLATT ELECTRIC SUPPLY Total					51.14
PORTLAND ENGINEERING INC	2082	12024	Public Works	Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
POSTMASTER	348	0348-20231012	Genl Govt/Facilities	The Ridge Newsletter - Permit #40	2,207.10
POSTMASTER Total					2,207.10
RICK BUCKNER POLYGRAPH	1092	20230927	Public Safety	09.27.2023 Polygraph Services	350.00
		20231002	Public Safety	10.02.2023 Polygraph Services	350.00
RICK BUCKNER POLYGRAPH Total					700.00
RIDGEFIELD SCHOOL DISTRICT	378	1002300014	Genl Govt/Facilities	08.2023 RACC Operating Expense - Garbage	29.95
				08.2023 RACC Operating Expense - Electricity	225.78
				08.2023 RACC Operating Expense - Wastewater	15.47
				08.2023 RACC Operating Expense - Janitorial	376.74
				08.2023 RACC Operating Expense - Security Monitoring	17.86
				08.2023 RACC Operating Expense - Water	121.58
			Public Works	08.2023 RACC Operating Expense - Electricity	632.04
			Community Development	08.2023 RACC Operating Expense - Garbage	83.84
				08.2023 RACC Operating Expense - Wastewater	43.30
				08.2023 RACC Operating Expense - Janitorial	1,054.63
				08.2023 RACC Operating Expense - Security Monitoring	49.99
				08.2023 RACC Operating Expense - Water	340.34
		1002300015	Public Works	Q2.2023 RORC Operation Costs	2,125.85
RIDGEFIELD SCHOOL DISTRICT Total					5,117.37
ROBERT AHEARN	3895	3895-20231012	Genl Govt/Facilities	101 Mill St Blinds - PD	(0.95)
			Public Safety	101 Mill St Blinds - PD	923.95
ROBERT AHEARN Total					923.00
Smith Bridgette	UB*00937	(blank)	Genl Govt/Facilities	Refund Check 014353-000 8518 N 1st St	21.00
Smith Bridgette Total					21.00
TERESA D JOHNSON CPA INC.	561	6518	Finance	09.2023 Accounting Services	351.13
TERESA D JOHNSON CPA INC. Total					351.13
THE PARR COMPANY	964	26671260	Genl Govt/Facilities	PW Ops Sub-Pump Parts	0.58
			Public Works	PW Ops Sub-Pump Parts	9.72
			Community Development	PW Ops Sub-Pump Parts	1.20
		26671261	Public Works	PWUTIL Epoxy Hi-Strength	39.61
		26671943	Genl Govt/Facilities	PWFAC 2005 Chevy 3500 Flatbed	48.76
			Public Works	PWFAC 2005 Chevy 3500 Flatbed	418.48
		26672114	Genl Govt/Facilities	PWFAC Drill Bits	1.58
			Public Works	PWFAC Drill Bits	13.57
		26671144	Public Works	Street Signs Concrete Mix	9.76

City of Ridgefield

Claims Payment Report

For Approval on:

October 12th, 2023

THE PARR COMPANY Total					543.26
TRAFFIC SAFETY SUPPLY	432	INV063458	Genl Govt/Facilities	Street Signs	(12.18)
			Public Works	Street Signs	152.18
		INV062473	Genl Govt/Facilities	Street Signs	(57.67)
			Public Works	Street Signs	720.56
		INV063289	Genl Govt/Facilities	Street Signs	(10.38)
			Public Works	Street Signs	129.73
		INV063457	Genl Govt/Facilities	School Zone Signs	(4.65)
			Public Works	School Zone Signs	58.15
		INV063232	Genl Govt/Facilities	Street Signs	(252.62)
			Public Works	Street Signs	3,156.32
		INV063504	Genl Govt/Facilities	Street Signs	(1.65)
			Public Works	Street Signs	20.65
		INV063290	Genl Govt/Facilities	Street Signs	(9.57)
			Public Works	Street Signs	119.57
		INV063370	Genl Govt/Facilities	Street Signs	(49.59)
			Public Works	Street Signs	619.59
TRAFFIC SAFETY SUPPLY Total					4,578.44
TRI MOUNTAIN INVESTORS LLC	3866	2023-25	Public Safety	08.2023 PD Water and Wastewater	157.80
TRI MOUNTAIN INVESTORS LLC Total					157.80
UNIFIRST CORPORATION	3904	2240026851	Genl Govt/Facilities	09.19.2023 PW Ops Mats and PW Uniforms	12.95
			Public Works	09.19.2023 PW Ops Mats and PW Uniforms	211.37
			Community Development	09.19.2023 PW Ops Mats and PW Uniforms	5.52
		2240029355	Genl Govt/Facilities	09.26.2023 Floor Mats - CH	16.46
		6240000249	Public Works	09.05.2023 Uniform Credit - Kyle Johnson	(3.16)
		2240024961	Genl Govt/Facilities	09.12.2023 PW Ops Mats and PW Uniforms	12.95
			Public Works	09.12.2023 PW Ops Mats and PW Uniforms	211.36
			Community Development	09.12.2023 PW Ops Mats and PW Uniforms	5.52
		2240029354	Genl Govt/Facilities	09.26.2023 Floor Mats - RACC	2.76
			Community Development	09.26.2023 Floor Mats - RACC	7.73
		2240029356	Public Safety	09.26.2023 Floor Mats - PD	39.52
		2240026850	Public Safety	09.19.2023 Floor Mats - PD	39.52
		2240026848	Genl Govt/Facilities	09.19.2023 Floor Mats - RACC	2.76
			Community Development	09.19.2023 Floor Mats - RACC	7.73
		2240026849	Genl Govt/Facilities	09.19.2023 Floor Mats - CH	16.46
		UNIFIRST CORPORATION Total			
US BANK	2237	7004987	Finance	RORC RIDLTG017 Bonds Adminstration Fees	350.00
		7004988	Finance	RORC RIDLTG018 Bonds Administration Fees	350.00
US BANK Total					700.00
VANCOUVER BOLT AND SUPPLY	447	VA-193873	Genl Govt/Facilities	PWFAC Chevy 3500 Flatbed Repair	3.44
			Public Works	PWFAC Chevy 3500 Flatbed Repair	29.52
		VA-193821	Genl Govt/Facilities	PWFAC Chevy 3500 Flatbed Repair	5.45
			Public Works	PWFAC Chevy 3500 Flatbed Repair	46.70

City of Ridgefield

Claims Payment Report

For Approval on:

October 12th, 2023

VANCOUVER BOLT AND SUPPLY	447	VA-194023	Public Works	PWUTIL Tools & Operational Supplies	292.25
VANCOUVER BOLT AND SUPPLY Total					377.36
W.W.GRAINGER INC.	206	9845557702	Public Works	PWUTIL Vacuum Breaker	109.54
W.W.GRAINGER INC. Total					109.54
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS	459	DUES 2023-00688	Public Safety	2023 Dues - Hoots	75.00
WA ASSOCIATION SHERIFFS AND POLICE CHIEFS Total					75.00
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE 44 JD17360L0	Public Works	SR501 Pioneer St Corridor Plan Reviews	576.05
		RE 44 JD17340L0	Public Works	I-5 Overpass Safety Screen Plans Review	105.38
WA STATE DEPARTMENT OF TRANSPORTATION Total					681.43
WALTER E. NELSON COMPANY	3553	1819638	Public Works	Parks Paper Supplies	196.86
WALTER E. NELSON COMPANY Total					196.86
WAPITI NW LLC	2545	40597	Public Works	2013 Ford F-150 48619D - Zach Radar	242.86
WAPITI NW LLC Total					242.86
WASHINGTON STATE PATROL	463	I2401372	Genl Govt/Facilities	09.2023 Background Checks - CPL	166.75
WASHINGTON STATE PATROL Total					166.75
WESTERN EQUIPMENT	2363	8081491-01	Public Works	Parks Mower Repair - Belt	68.71
WESTERN EQUIPMENT Total					68.71
ZW USA INC.	3063	569287	Genl Govt/Facilities	Dog Waste Bags	(81.42)
			Public Works	Dog Waste Bags	1,017.30
ZW USA INC. Total					935.88
Grand Total					1,579,998.64

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Approval of Minutes from the September 28, 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. 09-28-2023



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
SEPTEMBER 28, 2023**

Regular Meeting - 4:30 PM

I. STUDY SESSION - 4:30 P.M.

- 1. 2024 Budget - Personnel, Initiatives and Capital Projects - Kirk Johnson, Finance Director**

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

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

Present:

Mayor Pro Tem Rob Aichele
Council Member Matt Cole
Council Member Lee Wells
Council Member Ron Onslow
Council Member Judy Chipman
Council Member Clyde Burkle

Absent:

Mayor Jennifer Lindsay

MOTION: MOVED TO EXCUSE MAYOR LINDSAY FROM THE MEETING.

RESULT: (UNANIMOUS)

MOVER: Council Member Ron Onslow

SECONDER: Council Member Lee Wells

AYES: Council Member Onslow, Council Member Burkle, Council Member Wells, Council Member Chipman, Council Member Cole, Mayor Pro Tem Aichele

- 3. Late changes to the agenda**

III. PROCLAMATION - DISABILITY EMPLOYMENT AWARENESS MONTH

IV. 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 limit comments to three minutes. Written comments may be submitted to the 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/>.

V. CONSENT AGENDA

MOTION: MOVED TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Ron Onslow
SECONDER:	Council Member Clyde Burkle
AYES:	Council Member Onslow, Council Member Burkle, Council Member Wells, Council Member Chipman, Council Member Cole, Mayor Pro Tem Aichele

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the September 13, 2023 Special Meeting**
- 3. Approval of Minutes from the September 14, 2023 Meeting**

VI. BUSINESS

- 1. Resolution No. 632 - Amendment to Resolution No. 631 - Approval of SR 501/ Pioneer Street Route Jurisdiction Transfer Request - Steve Stuart, City Manager**

On September 14, after an analysis of impacts, the Ridgefield City Council passed Resolution No. 631 supporting the transfer of jurisdiction of Pioneer Street/ SR 501 from WSDOT to the City. This process is formally known as a “Route Jurisdiction Transfer” (RJT) and falls under RCW 47.01.425, Jurisdictional Transfers. The process is overseen through the state’s Transportation Commission (WSTC) who “utilize the criteria established in RCW 47.17.001 in evaluating petitions and to adopt rules for implementation of this process.” The commission forward to legislatives transportation committees their recommended route jurisdictional transfers by November 15th of each year. In the case with Ridgefield’s request, the WSTC must take action at their October meeting. Ridgefield City Council action is being requested at the September 14 meeting in order to place this action on the WSTC October agenda for consideration. After transmission of Resolution No. 631 to the WSTC, the City received a request to clarify the Council’s understanding of the RCW transfer process, separating the WSTC recommendation for jurisdictional transfer from the City’s intention to request funding from the WA State Legislature for necessary surface, base, and drainage work for SR-501/Pioneer Street.

MOTION: MOVED TO ADOPT RESOLUTION NO. 632 SUPERSEDING RESOLUTION NO. 631 TO CLARIFY THE CITY'S UNDERSTANDING OF THE RCW JURISDICTIONAL TRANSFER PROCESS AND A SEPARATE INTENT FOR THE CITY TO SEEK FUNDING FOR SR-501/PIONEER STREET FROM THE WA STATE LEGISLATIVE.

RESULT:	(5-1)
MOVER:	Council Member Cole
SECONDER:	Council Member Chipman
AYES:	Council Member Onslow, Council Member Burkle, Council Member Wells
NAYS:	Mayor Pro Tem Aichele

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 limit comments to three minutes. Written comments may be submitted to the 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/>.

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Cole - Attended a development tour with the Planning Commission and Parks Board, support for disability employment awareness proclamation.

Council Member Chipman - Attended CREDC meeting.

Council Member Wells - Attended CRWWD meeting, development tour with the Planning Commission and Parks Board, pre-construction meeting.

Council Member Burkle - Attended a development tour with the Planning Commission and Parks Board, budget advisory committee meeting, Port of Ridgefield meeting, helped with installing a sign for neighbors helping neighbors.

Council Member Onslow - Attended C-Tran meeting, development tour with the Planning Commission and Parks Board, AWC Board of Directors meeting.

2. Mayor

Mayor Pro Tem Aichele - Attended arts association meeting, neighbors on watch meeting.

3. City Manager

Community Development Director Claire Lust - Comprehensive plan update.

Public Works Director Chuck Green - Proposed urban area boundary area map update, pre-construction meetings update.

Deputy City Manager Lee Knottnerus - First Saturday event update.

IX. ADJOURN

7:30PM

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Motion - Options and Direction for Parcel Address 116 N Main Avenue

GOVERNING LEGISLATION

RCW 39.33 - Intergovernmental Disposition of Property

PREVIOUS COUNCIL ACTION TAKEN:

Council previewed a presentation on options for the vacant building located at 116 N Main Avenue on July 27, 2023.

SUMMARY/BACKGROUND:

At the previous presentation on options for the vacated building located at 116 N Main Ave, council asked for additional details from staff. Staff have obtained additional information including build date, appraisal values and potential demolition costs to help facilitate the discussion on what direction council would like to go. Staff are requesting final directions on the two options mentioned by council. Council settled on two options; sell both parcels or demolish the current building to create additional off street parking in the downtown area.

Staff are asking for a motion to approve staff direction. Pending direction from Council, staff will come back with final details for action on demolition or sale of the property.

BUDGET/FINANCIAL IMPACTS:

Pending council direction

RECOMMENDED ACTION OR MOTION:

Pending council motion

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

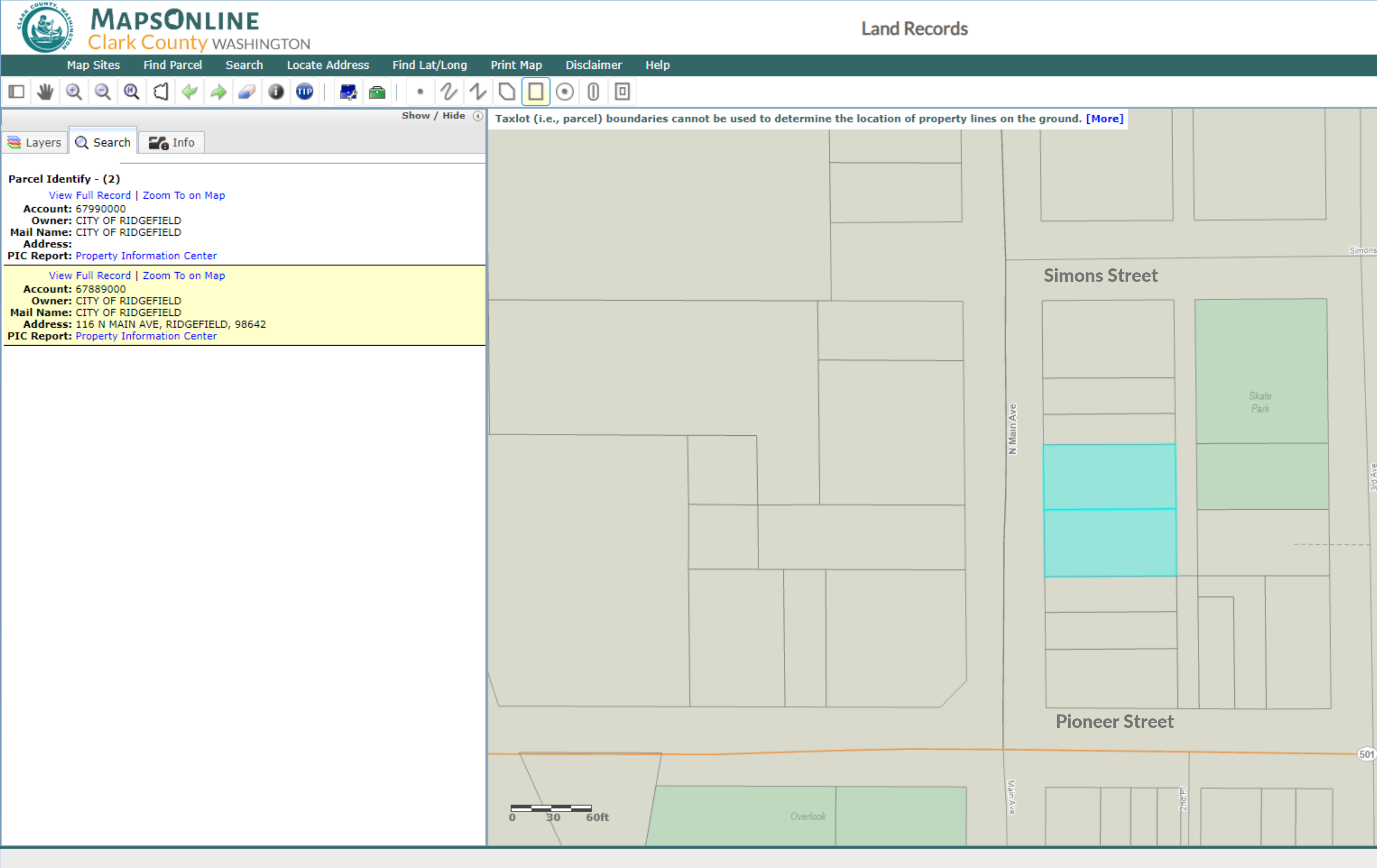
1. 116 N Main Ave Presentation - 2nd Presentation



116 N Main Ave



Parcel 067889-000 and 067990-000



Building 1,324 sq ft, Both Lots are 4,792 sq ft. 0.11 acres



116 N Main Ave

Parcel 067889-000



Demolition cost estimate:
\$75,000

Building 1,324 sq ft, Lot 4,792 sq ft. 0.11 acres; Building constructed in 2001
Assessed value \$321,657. Land \$115,957, Building \$205,700
Appraised value \$427,000



Parcel 067990-000



Lot 4,792 sq ft. 0.11 acres
Assessed value \$125,957. Land \$115,957, Building \$9,801



116 N Main Ave

Parcel 067889-000



Previous building on site was demolished and the current building was constructed in 2000-2001.

Per the County the building plans included a demolition plan and new foundation plan. Long time residents Fred Crippen and John Maul confirmed the demolition and construction of a new building.

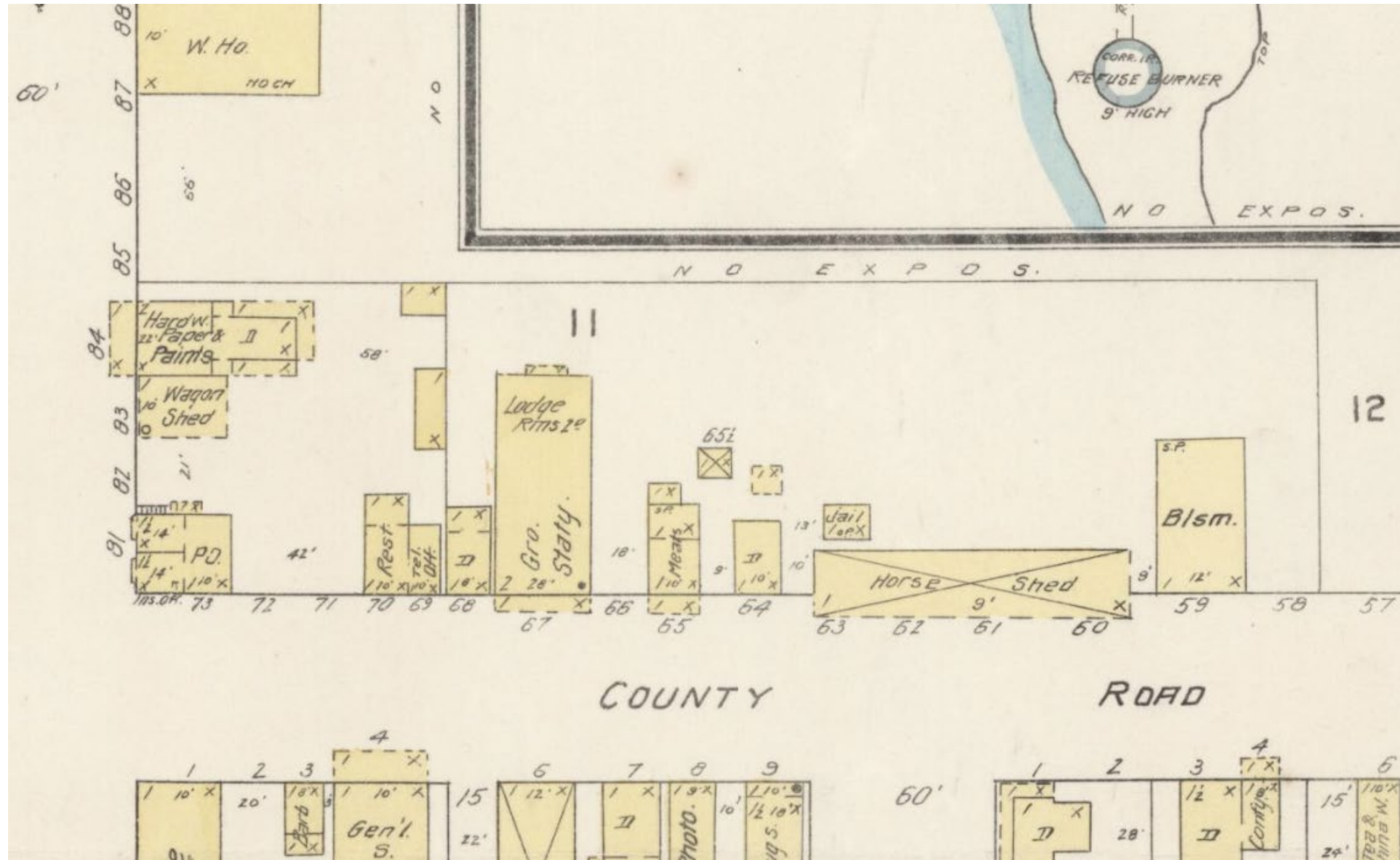


N. Main Ave. Ridgefield ca. 1950



116 N Main Ave

Parcel 067889-000

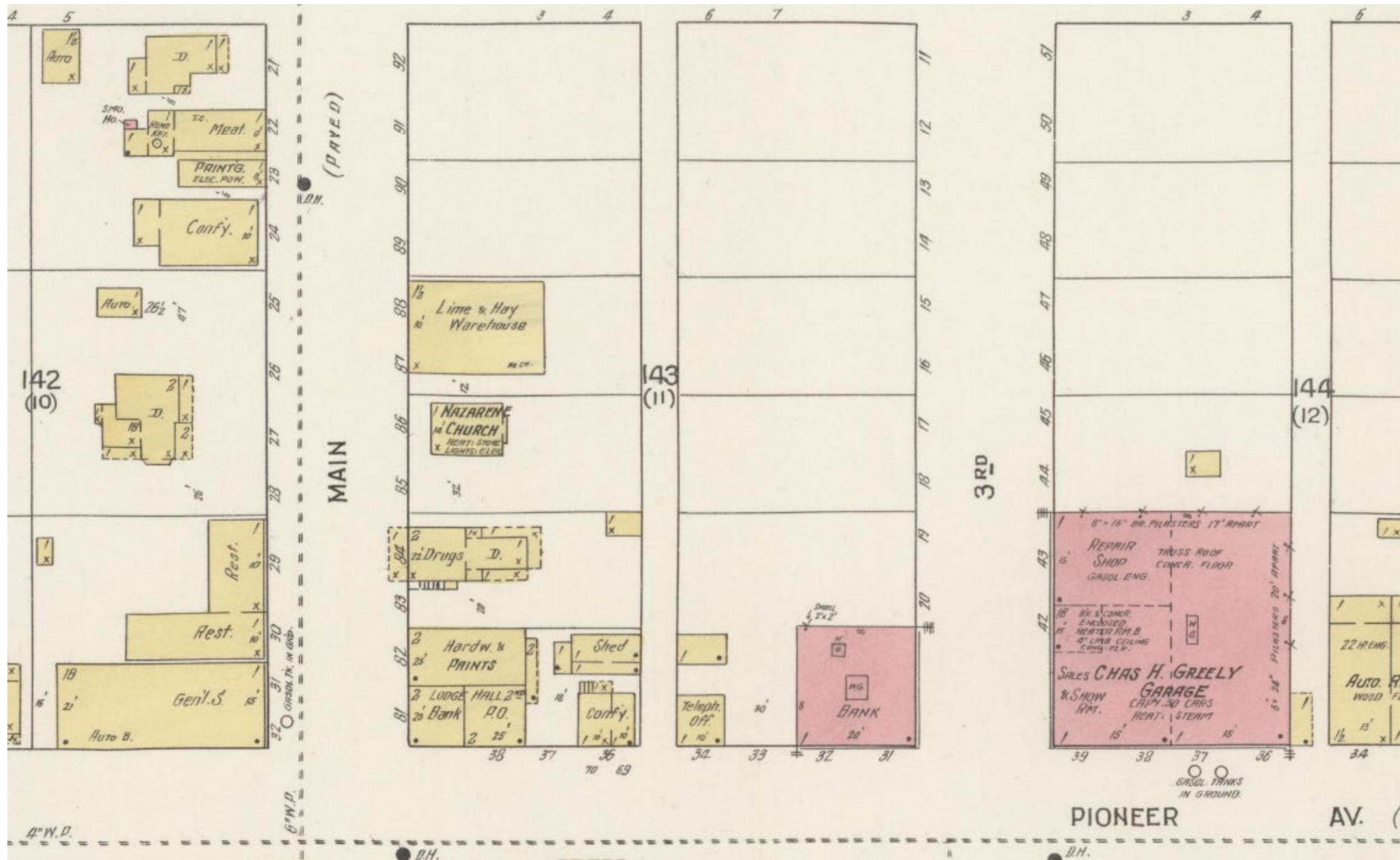


1912 Sanborn Map showing “W. Ho.” (warehouse?) at this location, on what was then Lindsley St. The jail was behind the horse shed.



116 N Main Ave

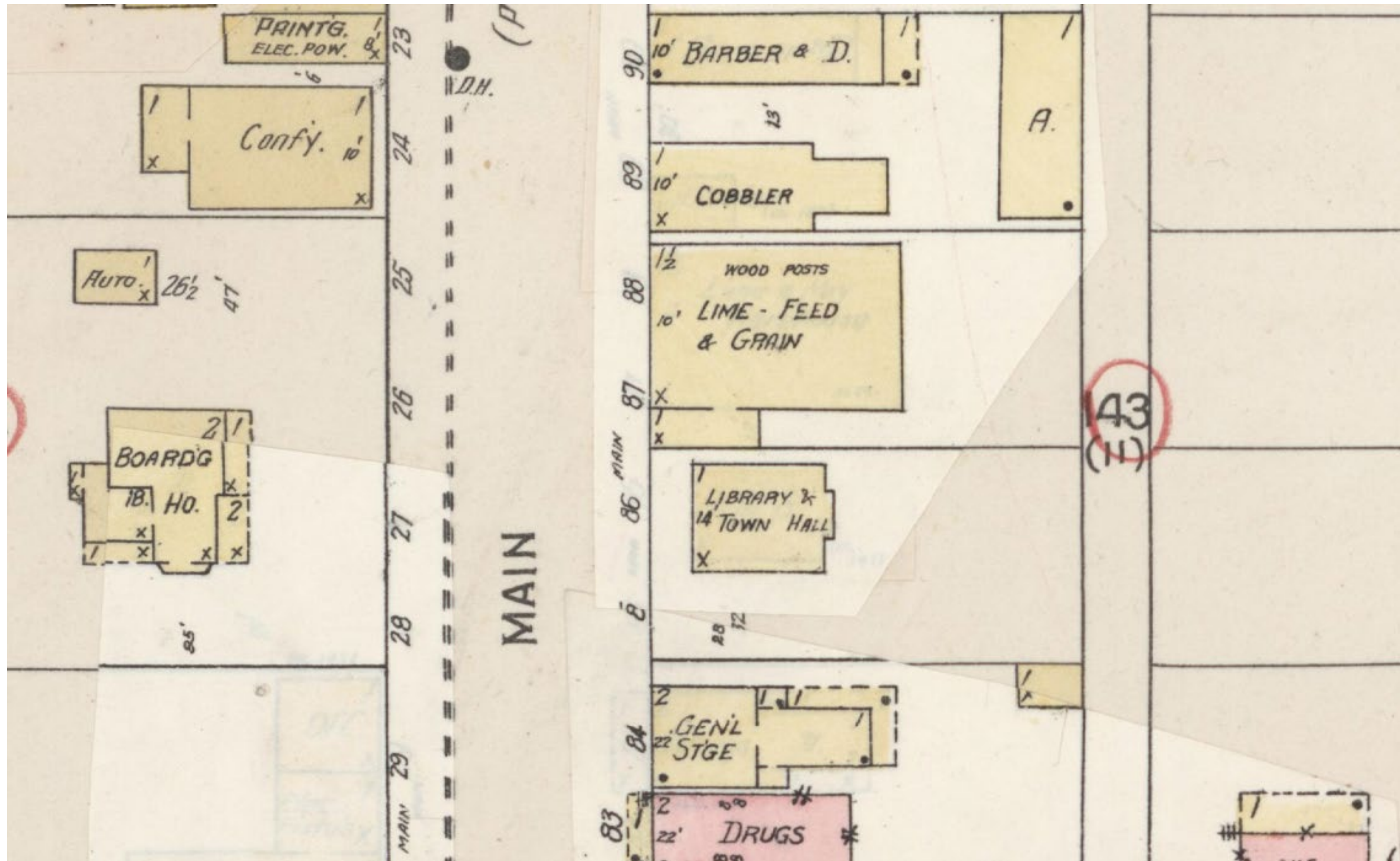
Parcel 067889-000



1920 Sanborn Map showing “Lime & Hay Warehouse” at this location. The jail moves again to S. Main.



116 N Main Ave Parcel 067889-000



1920-1930 Sanborn Map showing “Lime Feed & Grain” showing a transition from horse businesses to car businesses since 1912. The jail is still located on S. Main.



Options for Consideration

- Sell both parcels, including the parking lot and buildings (116 N Main Ave, Jail and Shed).
- Demo building and use parcels as a parking lot.





THANK YOU

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Motion - Approve a Drinking Water State Revolving Fund (DWSRF) Loan Application

GOVERNING LEGISLATION

RCW 39 Public Contracts and Indebtedness, RSC 35A.40 Fiscal Provisions Applicable to Code Cities, Financial Policy #10: Debt Management

PREVIOUS COUNCIL ACTION TAKEN:

The council has previously approved issuance of debt to fund capital projects.

SUMMARY/BACKGROUND:

Staff are reviewing funding options for the design and construction of a 5-million gallon reservoir on the east side of I-5. Staff are currently negotiating the acquisition of land to accommodate the reservoir. Staff are requesting authorization from the Council to submit a 0% planning and design loan to assist with the design of the reservoir in 2024. The estimated cost of design is \$1.5 million. The additional funding will come from water system development charge capital funding.

The city has an opportunity to obtain a \$500,000 loan at 0% interest over 10-years to assist with the funding for the design. Staff would continue to look for grant and debt funding sources to complete construction beginning in 2025.

The available funding is on a first come basis and will be scored and ranked depending on the number of applications received in the period the city submits the application. The city as a publicly owned water system is eligible to apply for the funding assistance. The project scope qualifies as an eligible project to complete planning and design that leads to eventual construction of the infrastructure. Council approval for the submission of the application is required to complete eligibility.

BUDGET/FINANCIAL IMPACTS:

The issuance of \$500,000 in debt through a low-cost DWSRF loan. The term would be for 10 years at 0% interest with a payment of \$50,000 annually.

RECOMMENDED ACTION OR MOTION:

If council chooses to approve the submission of the loan application, a motion could be:

"I move to authorize the City Manager and Finance Director to submit a loan application in the amount of \$500,000 for a Drinking Water State Revolving Fund Planning and Engineering Loan."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. DWSRF Overview



Drinking Water State Revolving Fund Planning and Engineering Loan Overview

331-664 • 11/1/2020

Cycle open for applications: Applications accepted year-round starting January 19, 2021, until funding is exhausted. An online application in Washington Loan Tracking network (WALT) is available for application submittal and a WALT user's guide is posted on the DWSRF webpage at doh.wa.gov/DWSRF.

Amount available to award: \$3 million.

Maximum award: \$500,000 per jurisdiction.

Loan information: 2.0 percent loan origination fee, 0 percent standard interest rate, two-year time of performance, ten-year loan term. No subsidy available.

Eligible entities: Group A community water systems (publicly owned, privately owned, and for-profit), Group A nonprofit non-community water systems, and tribal systems not receiving other SRF set-aside funding for the project

Non-eligible entities: Federally and state owned systems (however, these systems can be part of a consolidation project) and Group A for-profit non-community water systems.

Eligible projects: Projects that eventually lead to a construction project. Eligible activities include consolidation feasibility studies, planning documents, permitting, cultural and environmental reviews, preliminary engineering design reports, construction documents, asset management as part of a larger infrastructure project, and value planning. Projects where the primary focus is for operation and maintenance, future growth, or fire flows will not be eligible for funding.

Scoring and ranking: All projects scored and ranked based on the health risk being addressed. Funds awarded on a first-come basis until funding is exhausted. Project scores and ranking will be used in the event multiple applications are received on the same day and funding is limited.

Application review process: All applications reviewed for completeness and eligibility as received. If the application is incomplete, systems will be notified and have 14 calendar days to provide any missing information. If funded, loan agreements will be generated within 90 days of receiving a complete application.

The DWSRF Preconstruction Loan Guidelines available at doh.wa.gov/DWSRF.

For more information, contact [Jocelyne Gray](#), 360-236-3024.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Motion - Approval of Subordination Agreement with the Port of Ridgefield

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

The Port of Ridgefield is getting ready to record the permanent Restrictive Covenants on the remediated port-owned property on the Ridgefield waterfront. These govern what can and can't be done the property, to maintain the protection of human health and the environment in perpetuity.

The Department of Ecology is requiring that the Port of Ridgefield also get subordination agreements from two outside parties who have certain rights on the Port's waterfront property. The City of Ridgefield owns Right of Way for Division Street which is included in the area subject to the Port's environmental covenant, and Clark Public Utilities has easements for power lines there as well. The Department of Ecology is requiring both parties to agree to abide by the same rules that the Port is agreeing to, via a Subordination Agreement which attaches to the Port's environmental covenant.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 10/12 Council Meeting.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. Division Street ROW Subordination Agreement
2. Port Environmental Covenant
3. Port Environmental Covenant Ex B

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That the City of Ridgefield, the owner and holder of that certain Division Street Right of Way subject to this Environmental Covenant and identified as such in Exhibit B of this document, , does hereby agree that said Right of Way shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental (restrictive) Covenant dated _____, as executed by the Port of Ridgefield as Grantor and the State of Washington, Department of Ecology, as Grantee, and recorded in Clark County, Washington under Auditor's File Number _____.

by: _____

Title: _____

Dated: _____

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he** signed this instrument, on oath stated that **he** was authorized to execute this instrument, and acknowledged it as City Manager of the City of Ridgefield to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

After Recording Return
Original Signed Covenant to:
Cameron Penner-Ash
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive Southeast
Lacey, WA 98503-1274

Environmental Covenant

Grantor: Port of Ridgefield

Grantee: State of Washington, Department of Ecology (hereafter “Ecology”)

Brief Legal Description: James Carty Donation Land Claim No. 48 in Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington and Arthur Quigley Donation Land Claim No. 38 and 50 in Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington.

Tax Parcel Nos.: 068345-000, 067898-000, 067997-000, 067991-003, 067998-000, 067883-000, 068331-000, 067897-000, 219386-000, 068314-000, 068360-000, AND 068362-000

Cross Reference: CONSENT DECREE NO. 13-2-03830-1

RECITALS

- a.** This document is an environmental (restrictive) covenant (hereafter “Covenant”) executed pursuant to the Model Toxics Control Act (“MTCA”), chapter 70.105D RCW, and Uniform Environmental Covenants Act (“UECA”), chapter 64.70 RCW.
- b.** The Property that is the subject of this Covenant is part or all of a site commonly known as **Pacific Wood Treating Corp, Ecology Facility Site Identification No. 1019**. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter “Property”). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c.** The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Metals, polycyclic aromatic hydrocarbons (PAHs), pentachlorophenol, petroleum hydrocarbons, dioxins
Groundwater	Metals, PAHs, pentachlorophenol, petroleum hydrocarbons, volatile organic compounds

- d.** It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. **This Covenant includes the following Exhibits:**

Exhibit A —Legal Description

Exhibit B —Property Map**Exhibit C-1—Final Cap Overview****Exhibit C-2—Areas with Potential Vapor Concern**

Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. **This includes the following documents:**

- **Former PWT site Remedial Investigation and Feasibility Study. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. July 2013.**
- **Cleanup Action Plan, former Pacific Wood Treating Co. site. Prepared by Washington State Department of Ecology. November 2013.**
- **Construction Completion Report, Railroad Avenue. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. January 2014.**
- **Cells 1, 2, 3, and 4 Interim Action Completion Report. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. July 2021.**
- **Comprehensive Operations and Maintenance Plan, Former Pacific Wood Treating Co. Site. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington.**

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

f. Two PLPs are local governments. The Port of Ridgefield, as a port district organized pursuant to Title 53 Revised Code of Washington and the City of Ridgefield, as a non-charter code city organized pursuant to Title 35A of the Revised Code of Washington, have clear and distinct statutory powers and missions. In order to maximize grant and loan eligibility for Property site improvements, including but not limited to Brownfield Redevelopment Authority, and to efficiently exercise the statutory powers integral to reclaim the Site and reutilize it for the benefit of the community and the economy, a transfer, lease or exchange between them of any legal or equitable interest in the Property [hereinafter, “conveyance”] within and adjacent to the Property is in the best interest of the public. It is consistent with the purpose of this Covenant to allow such transfers, leases or exchanges among or between PLPs as long as the use restrictions protecting human health remain in effect and the uses do not undermine the integrity of the remedial activities as set forth in Section 1 of this Covenant.

COVENANT

PORT OF RIDGEFIELD, as Grantor and FEE SIMPLE owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant. Provided, however, due to the fact PLPs have executed and remain subject to the terms of this Covenant, a conveyance of any interest in the Property between or among PLPs shall be presumed to satisfy the requirement of an adequate and complete operation, maintenance and monitoring of remedial actions and compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap as described in the Soil Management and Cap Maintenance Plan (SMCMP), which is an appendix to the Comprehensive Operations and Maintenance Plan, and includes the following:

Type of Use	Typical Section
Landscaping/green space: • <2 feet soil • 2 to 3 feet soil or gravel • 3 to 6 feet soil or gravel • >6 feet soil	• Geotextile as demarcation; no landscaping; impermeable surface required (e.g., pavement, impermeable liner to prevent infiltration, buildings) • Geotextile as demarcation layer; ground cover as outlined in the TEE (MFA, 2013); gravel surfaces, or additional as approved by Ecology; any grasses • Geotextile as demarcation layer; shrubs or trees as outlined in TEE (MFA, 2013); gravel surfaces, or additional as approved by Ecology; any grasses • No geotextile and no vegetation planting restrictions
Parking	Impermeable surface (min. thickness 3 inches) with clean subbase as necessary for construction
Building/structure	Slab-on-grade (min. thickness 3 inches) with subbase as necessary for construction
Sidewalk/pathway	Impermeable surface (min. thickness 2.5 inches) with clean subbase as necessary for construction or gravel surface with minimum 2 feet clean fill
NOTE: TEE = terrestrial ecological evaluation.	

The cap is located as illustrated in **Exhibit C-1**. The primary purpose of this cap is to minimize the potential for contact with contaminated soil. As such, the following restrictions shall apply within the area illustrated in **Exhibit C-1**:

- i. Activities that temporarily disturb the cap shall comply with the Ecology approved SMCMP for the Property.
- ii. Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology.
- iii. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
- iv. The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in **Exhibit C-1** so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

- b. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap down to the ordinary high-water line, and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

c. **Stormwater facilities.**

To minimize the potential for mobilization of contaminants remaining in the soil/waste materials on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property unless approved by Ecology. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

d. **Vapor/gas controls.**

The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions shall apply within the area of the Property illustrated in **Exhibit C-2** to minimize the potential for exposure to these vapors:

- i. Any building or other enclosed structure constructed within this area shall be constructed with a sealed foundation and with a vapors control system installed and maintained to prevent the migration of vapors into the building or structure.
- ii. Alternatively, soil gas characterization may be conducted to assess risk to human health. Ecology may approve construction without vapor mitigation if risk to human health is found to be acceptable.

e. **Groundwater Use.**

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

f. **Monitoring.**

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

- a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest IN ANY PART OF THE PROPERTY, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [_____] AND RECORDED WITH THE CLARK COUNTY AUDITOR UNDER RECORDING NUMBER [_____]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

For purposes of this covenant, "Property" means the real property listed by tax parcel number and which is owned in fee simple title by the Port of Ridgefield.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Randy Mueller Chief Executive Officer Port of Ridgefield 111 West Division Street Ridgefield, WA 98642 360.887.3873	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title **to the Property and** has authority to execute this Covenant.

EXECUTED this _____ day of _____, 20__.

by: _ RANDY MUELLER

Title: Chief Executive Officer

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Chief Executive Officer of the Port of Ridgefield to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

by: Rebecca Lawson

Title: Southwest Regional Section Manager, Toxics Cleanup Program

Dated: _____

STATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

Notary Public in and for the State of Washington

Residing at _____

My appointment expires _____

Exhibit A

LEGAL DESCRIPTION

Exhibit B

PROPERTY MAP

Exhibit C

MAPS ILLUSTRATING LOCATION OF RESTRICTIONS

Exhibit D**SUBORDINATION AGREEMENT**

KNOW ALL PERSONS, That the **City of Ridgefield**, the owner and holder of that certain **Division Street Right of Way** subject to this **Environmental** Covenant and identified as such in **Exhibit B** of this document, bearing the date the **12th day of October, 2023**, executed by **Steven Stuart, City Manager**, and recorded in the office of the **County Auditor of Clark County, State of Washington**, on _____, under Auditor's File Number _____, does hereby agree that **said Instrument** shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, executed by **Steve Stuart, City Manager**, and recorded in **Clark County, Washington** under Auditor's File Number _____.

_____ **[SIGNATURE]** _____

by: _____ **[PRINTED NAME]** _____

Title: _____

Dated: _____

Insert one of the following, as applicable. See example format on next page:

INDIVIDUAL ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

REPRESENTATIVE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGMENTSTATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington ¹
Residing at _____
My appointment expires _____

CORPORATE ACKNOWLEDGMENTSTATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

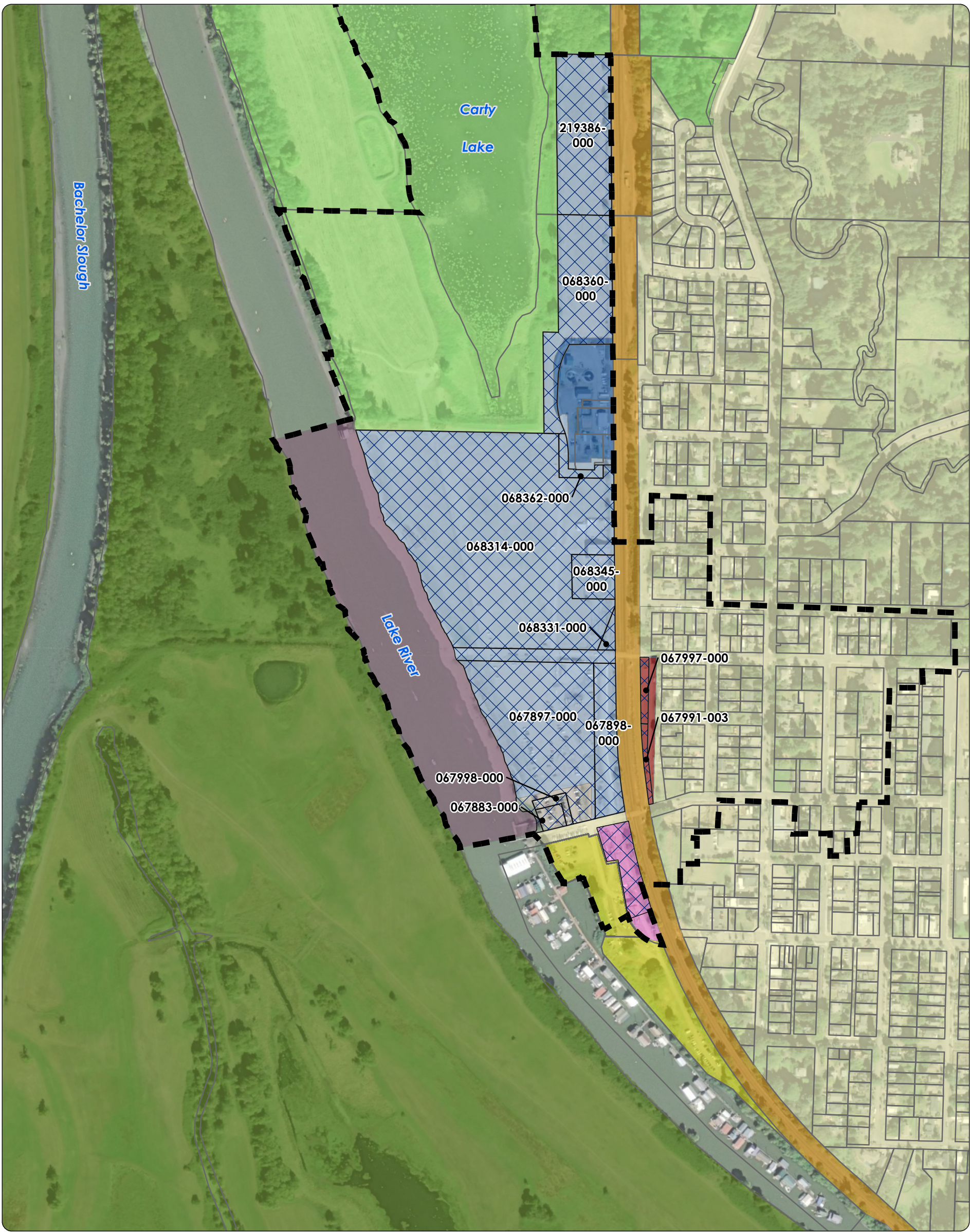
Notary Public in and for the State of Washington ¹⁶
Residing at _____
My appointment expires _____

REPRESENTATIVE ACKNOWLEDGEMENTSTATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the _____ [TYPE OF AUTHORITY] of _____ [NAME OF PARTY BEING REPRESENTED] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington ¹⁶
Residing at _____
My appointment expires _____

¹ Where landowner is located out of state, replace with appropriate out-of-state title and location.



Notes:
BNSF = Burlington Northern Sante Fe.
LRIS = Lake River Industrial Site.
Port = Port of Ridgefield.
RNWR = Ridgefield National Wildlife Refuge.
WWTP = wastewater treatment plant.

Data Source:
Aerial photograph obtained from Esri.
Tax lots obtained from Clark County.

Legend

- Pacific Wood Treating Site
- Environmental Covenant (with tax parcel numbers)
- Tax Lots

Area Designations

LRIS

- Port-Owned
- City of Ridgefield WWTP

Port-Owned

- Railroad Avenue Property
- Port Marina Property
- Overpass Property

Upland Off-Property

- Residential; Low-Density
- McCuddy's Marina Property

Other

- RNWR-Carty Unit
- RNWR-River S Unit
- BNSF Railroad Property
- Lake River

Exhibit B
Environmental Covenant
Property Map

Pacific Wood Treating Corp
Ridgefield, Washington

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Motion - Approval of Purchase and Sales Agreement, Wertz Property

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

June 30, 2022: Negotiation and execution of a City trail easement on Clark County Tax Parcel Number 213720000 to connect DeMelo Park with 35th Ave

SUMMARY/BACKGROUND:

The City of Ridgefield has worked with the property owner of Clark County Tax Parcel Number 213720000 ("Property") since 2021 on several key connections with and preservations of open space. First, a trail connection between DeMelo Park and 35th Ave, second preserving and enhancing the open space on the Property, and third completing necessary roadway improvements to 35th Ave on the Eastern frontage of the Property.

In 2022, the Property owner and City agreed to an easement for trail connection between DeMelo Park and 35th Ave. The Property owner has also initiated a real property covenant for a period of ten years to conserve the open space value of the Property. Third, the City and Property owner have agreed in principle to City acquisition of Right of Way necessary to facilitate a complete street improvement of 35th Ave along the Eastern frontage of the Property. That Purchase and Sale Agreement is before the Ridgefield City Council for consideration at the October 12, 2023 Meeting.

The City of Ridgefield plans to construct full-width roadway improvements along 35th Avenue abutting the Property in Ridgefield ("35th Avenue Roadway" Project). A portion of the Property is necessary for the construction of the 35th Avenue Roadway Project. As a result, the City needs to acquire a thirty-five foot strip of property along the east side of the Property (approximately 330.21 linear feet), totaling approximately 11,557.35 square feet.

To ascertain a value for the Property, the City conducted two appraisals of the Property which were both shared with Property owner, on 11/13/2022 and 6/16/2023. Due to the lack of progress in finalizing a purchase based on the valuations, and in recognition of the public safety need for the roadway project, on 10/6/2023, City Attorney sent the Property owner an offer letter under threat of condemnation. The Property owner has since indicated a willingness to finalize the City's purchase of the Property under the following conditions:

1. \$62,294.12 , which is the appraised value of the acreage in question. An appraisal conducted by the City determined a per square foot value of \$5.39 . The total square feet to be purchased by

the City would be 11,557.35 (330.21' x 35'). \$5.39 per square foot x 11,557.35 = \$62,294.12

2. The City commits to assuring construction of complete street improvements for 35th Ave in the acquisition area, including full-width roadway, planting strip, and sidewalk, connecting with same improvements to the north and south of your property.
3. The City, at its expense, will have a fence constructed which matches the one which has already been constructed on the south of your property (adjacent to DiMelo Park), connecting with the existing fence, continuing it east to the edge of your property, north along the eastern edge of your property), then completing the fenced area by adding a section which extends between the existing fences along the north side of your property (between 3448 N Abernathy Cir and 3349 N Abernathy Cir.
4. The fence shall have vehicle access gate with associated curb cut at the existing Property access point on 35th Ave. The fence shall also have a person/equipment gate installed on the northern edge of the Property adjacent to Abernathy Circle, though there is no representation by the City that access from Abernathy Circle would be allowed or provided by the City.
5. The City Council shall consider adoption of a temporary restrictive covenant, created in partnership between the Property owner and the City (with City staff providing research and drafting resources) for the purposes of maintaining it's value as open space for a 10 year term.

BUDGET/FINANCIAL IMPACTS:

\$62,294.12 for Purchase; Approximately \$10,000 for fencing and gates

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 10/12 Council Meeting. A motion may be: **"I move to authorize the City Manager to execute the Purchase and Sale Agreement for the Wertz property as presented."**

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. Purchase and Sale Agreement - ROW

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into by and between the City of Ridgefield, a Washington municipal corporation ("Buyer"), and Darren S Wertz ("Seller"); jointly referred to as "the Parties."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Buyer and Sellers, the Parties hereto agree as follows:

1. The Property. Sellers agrees to sell and Buyer agrees to purchase from Sellers real property that is a portion of Clark County Tax Parcel Number 213720000, measuring approximately 11,557.35 square feet in area (330.21' x 35'), located in Ridgefield, Washington, and legally described in Exhibit A and depicted in Exhibit B, both attached and incorporated herein (the "Property"). The City desires to purchase the Property for the purposes of improvements and completion of 35th Avenue as a full-width roadway with adjacent property access, curbing, gutters, sidewalks, and speed cushions.

2. Purchase Price, Payment, and Other Consideration.

- a. The purchase price for the Property is sixty-two thousand two hundred ninety-four dollars and twelve cents (\$62,294.12) (the "Purchase Price"). The Purchase Price shall be delivered to Sellers by check commensurate with the Sellers executing a Statutory Warranty Deed acceptable to the Buyer and other documents necessary to close the real estate transaction that is the subject of this Agreement ("Closing") as provided in Section 5, below.
- b. After Closing, and within six months after the City's roadway project is completed, the City will have a fence constructed on the East and North Edge of the Property in a manner that is consistent with the existing fence adjacent to DiMelo Park. Secure access gates will be provided at existing entrance on 35th Avenue (with curb cut for continued vehicle access) and on North Edge of property adjacent to Abernathy Cir (people/equipment gate, though no access to Abernathy Cir is promised or provided by City). The fence will be property of Sellers, in consideration of this Agreement.

3. Contingencies. This Agreement and the obligations of Buyer and Sellers hereunder are contingent upon satisfaction or written waiver of all conditions as hereinafter set forth.

- a. Period of Examination. Upon full and final execution of this Agreement ("Mutual Acceptance"), Buyer may examine the Property and conduct such studies of the Property and the title and encumbrances thereto as the Buyer shall deem necessary, which shall be conducted at Buyer's sole cost, and which investigations shall include, without limitation, the suitability (economic or otherwise) of the Property, in Buyer's sole discretion, for Buyer's intended

purposes (the “Period of Examination”). Buyer’s studies may include such environmental assessments of the Property as Buyer deems appropriate, at its sole cost and expense. The Period of Examination shall end thirty (30) days after Mutual Acceptance, unless otherwise extended pursuant to this Agreement.

- i. Right of Entry. Buyer, its agents, and its contractors, shall be entitled to reasonable access to the Property at any time during the Period of Examination and, if Buyer decides to purchase the Property, prior to Closing, to conduct its studies. To the extent Buyer has actual knowledge, it shall use reasonable efforts to timely notify Sellers whenever Buyer, its employees, agents, or contractors enter the Property. Buyer may disturb the Property as may be required for its tests and studies on condition that, to the extent possible, such tests and studies shall be nondestructive and Buyer shall repair any damage done. Buyer shall indemnify and hold Sellers harmless from any liability arising out of Buyer’s performance of such tests and studies. However, it is specifically agreed that Buyer shall not be responsible for any cleanup costs, claims, liabilities, or obligations relating to any hazardous waste contamination at the Property that Buyer may uncover during its pre-closing inspections, and Sellers shall indemnify, defend, and hold Buyer harmless from any such costs, claims, liabilities, or obligations. The obligations set forth in this section shall survive expiration or termination of this Agreement.
- b. Title and Survey. This Agreement is contingent on Buyer’s acceptance of title and the survey pursuant to Section 4 of this Agreement.
- c. City Council Approval. The Ridgefield City Council must approve this Agreement in an open public meeting as a condition precedent to execution by Buyer. Buyer shall schedule this Agreement for City Council action seeking authorization for the City Manager to execute this Agreement promptly after Sellers sign and return this Agreement to Buyer.
- d. Waiver. Buyer, at any time or times on or before Closing, at its sole election, in order to close, may waive conditions 3(a)–(b) hereunder, but any such waiver shall be effective only if contained in a writing signed by Buyer and delivered to Sellers.

4. Title.

- a. Title Commitment. Buyer has already obtained, or will promptly after City Council approval and mutual execution of this Agreement obtain, a Preliminary Title Report (the “Report”) from a Title Insurance Company of its choice (hereinafter “Title Company”), for the Property, together with copies of all documents supporting exceptions (the “Exceptions”) set forth in the Report. Buyer shall provide Sellers with a copy of the Report. Buyer may, at Buyer’s sole cost and expense, order an ALTA survey of the Property, certified to Buyer and Title Company, having all corners marked and all other easements and

utilities delineated in the survey (the "Survey"). After execution of this Agreement, Sellers shall not alter the condition of title except as to remove any defects of title in its election or as requested by Buyer. Buyer's Survey shall be ordered within five (5) days of Mutual Acceptance.

- b. Title Exceptions. Buyer shall have fifteen (15) calendar days from Mutual Acceptance within which to give written notice to Sellers of Buyer's disapproval of any special exceptions (the "Objection Notice"). For purposes of this Agreement, "Special Exceptions" means the special exceptions to title set forth in the Report or the Survey, which relate to restrictions, conditions, defects, or other matters, which would interfere with Buyer's intended use of the Property. The Objection Notice shall state with specificity those Special Exceptions to which objection is being made. Buyer's failure to specifically enumerate such Special Exceptions within such Objection Notice or Buyer's failure to timely provide such Objection Notice shall be conclusively deemed Buyer's waiver and/or approval of all Special Exceptions. Buyer hereby approves those standard exceptions commonly and ordinarily found in commitments or title binders for standard coverage fee owner policies.
- c. Sellers' Cure of Objections. Sellers shall have thirty (30) calendar days from delivery of the Objection Notice to cure such objections to Special Exceptions, or to commence action to cure such objections that require more than thirty (30) calendar days, or have the Special Exceptions waived or removed by the Title Company issuing the commitment. If, within such period, Sellers fails to cure, commence cure and diligently pursue it thereafter, and/or have waived such objections to Special Exceptions, or within such period Sellers delivers written notice to Buyer that it will not so cure, then, within ten (10) calendar days from the delivery of such notice or the end of the period for cure, whichever is first, Buyer shall have the option to:
 - i. Agree in writing to extend the period of time in which Sellers may cure such Special Objections and/or Exceptions; or
 - ii. Elect in writing to purchase the Property subject to such objections to Special Exceptions with no diminution in the Purchase Price; or
 - iii. Terminate this Agreement, in which event all sums paid or deposited by Buyer, including the Earnest Money, shall immediately be returned to Buyer.
- d. Condition of Title. Sellers covenants to convey the Property in a condition to be insured by the Title Company, as hereinafter provided. Closing shall be conditioned upon the Title Company issuing or committing to issue to Buyer a standard form owner's policy, or an extended coverage policy of title insurance issued by the Title Company in the amount of the Purchase Price, insuring Buyer a fee interest in the Property free and clear of all matters except the following:

- i. Special Exceptions permitted or waived by Buyer;
 - ii. The lien of current real property taxes not yet due and payable; and
 - iii. Those matters excluded from coverage by the printed exceptions and exclusions in the form of title insurance policy required herein.
- e. Prior to Closing, Buyer shall be entitled to obtain a date-down report confirming compliance with this Agreement.

5. Closing.

- a. Escrow. Closing of the purchase and sale which is the subject of this Agreement shall occur, through an escrow (the "Escrow") with First American Title Insurance Company ("Title Company"), no later than sixty (60) days after City Council Approval of this Agreement pursuant to Section 3.c, above, unless extended in writing by all Parties. Buyer and Sellers shall deposit with Title Company all funds, documents and instruments required hereby for delivery to the other. When used herein, "Closing" shall mean the date the Deed from Sellers to Buyer is recorded and Sellers are entitled to the use of Buyer's funds.
- b. Deposit of Closing Documents.
 - i. By Sellers. On or before Closing, Sellers shall duly execute and/or deposit into Escrow:
 - A. Deed of Dedication (Public Street) (the "Deed");
 - B. Real Estate Excise Tax Affidavit;
 - C. Any other instruments or documents including but not limited to easements and Temporary Construction Easements reasonably required by Title Company or Escrow, if any, to close the transaction consistent with the covenants and conditions of this Agreement; and
 - D. Pay off of any outstanding lien, mortgage, deed of trust, or other financial encumbrances.
 - ii. By Buyer. On or before Closing, Buyer shall duly execute and deposit into Escrow the following items:
 - A. Cash in U.S. currency necessary to close; and
 - B. Any other instruments or documents reasonably required by Title Company or Escrow, if any, to close the transaction consistent with the covenants and conditions of this Agreement.

- iii. Subsequent Establishment of Exhibits. Any of the aforesaid documents and instruments to be delivered at Closing which are not attached hereto as exhibits shall be agreed upon in form and content by Buyer and Sellers no later than fifteen (15) days prior to Closing.
- iv. Costs and Prorations. Buyer shall pay the cost of the premium for a standard owner's policy of title insurance required hereby, any real property excise taxes due and payable in connection with the sale of the Property, the cost of any documentary or transfer tax or stamps and all of the other Closing expenses including the Escrow fees and charges and any recording fees. Buyer shall also pay any personal property transfer or use tax, the additional premium for an extended coverage owner's policy of title insurance and any endorsements requested by Buyer and the cost of recording the Deed. All personal property taxes, rents or other income, and utilities, shall be prorated between Sellers and Buyer at Closing. The Escrow agent shall be responsible for reporting the Closing to the Internal Revenue Service pursuant to Section 6045 of the Internal Revenue Code.
- v. Escrow Instructions. This Agreement is intended by the Parties to set forth the Escrow instructions to Title Company. Nonetheless, Sellers and Buyer agree to execute and deliver to Title Company any additional instructions requested by Title Company for the purpose of consummating this transaction, provided that any such additional instructions are not inconsistent herewith.
- vi. No Successor Liability. Sellers shall be responsible for all claims arising out of or in connection with the Property of any nature, existing or accrued as of Closing, or arising out of any acts or omissions of Sellers occurring prior to Closing. Buyer is not deemed to be a successor of Sellers, it being understood that Buyer is acquiring only the Property and, except as otherwise expressly herein provided, Buyer has not and does not hereby assume or agree to assume nor shall Buyer be deemed to have assumed any liability whatsoever of Sellers under any contract, agreement, indenture or any other document to which Sellers are a party or by which Sellers are or may be bound or which in any manner affects the Property or any part thereof.
- vii. Estimation of Property Taxes. If on Closing, Sellers have not received tax statements for the calendar year during which Closing occurs, estimated tax figures for that year based upon tax bills for the immediately preceding calendar year shall be used to estimate an amount to be held back from Sellers' proceeds to cover payment of Sellers' property taxes to the date of Closing. After recording the Deed, Escrow is instructed to send a copy of the Deed to Clark County showing the date that the Property transferred to a tax-exempt entity, and requesting a pro-rated tax statement, which Escrow

will pay out of the held-back funds, returning any remaining funds to Sellers.

6. Possession. Buyer is entitled to possession of the Property on the date of Closing.

7. Sellers' Representations. Sellers, to the best of their knowledge, represents the following to Buyer:

- a. Sellers has the power, right, and authority to enter into this Agreement with Buyer;
- b. Sellers is not in default and will not, during the term of this Agreement, default or permit a default to exist on any of their obligations under any real estate contract, lease, mortgage, or deed of trust affecting any portion of the Property;
- c. Sellers is and shall be entitled to terminate on or before the date of Closing, and without breach of any agreement, the rights of all Parties who are not a party to this Agreement and who are entitled to possession of any part of the Property;
- d. Sellers has good and marketable title to all of the Property;
- e. There are no pending zoning changes to the Property or any change to utilities relating to the Property;
- f. There are no material defects in the Property;
- g. All persons and corporations supplying labor, materials, and equipment to Sellers for the Property have been paid and there are no claims of liens;
- h. Other than those shown in the Report, there are no current assessments for public improvements against the Property or any local improvement district or other taxing authority having jurisdiction over the Property in the process of formation; and
- i. There are no claims, defects, or boundary disputes affecting the Property; and no person claims any right to possession to the Property or any portion thereof adverse to Sellers.

The representations set forth in this Section will be deemed to have been made again, at the Closing, and will continue to be true, complete, and correct as of the Closing.

8. Hazardous Material Provisions.

- a. Definition. The term “hazardous waste or materials or substances” as used in this Agreement is used in its very broadest sense and includes, but is not limited

to, materials and substances designated as hazardous under any federal, state, or local act or ordinance.

- b. **Sellers' Representations.** Sellers represents that he has not received notification of any kind from any agency suggesting that the Property is or may be targeted as a Superfund or cleanup site. Sellers represents that Sellers does not keep, use, or dispose of, and Sellers has not permitted anyone else to keep, use, or dispose of, whether permanently or temporarily, on the Property, any hazardous waste or materials or substances, and has no reason to believe or suspect that Sellers or any other person or entity have kept, used, or disposed of, either temporarily or permanently, any hazardous waste or materials or substances on the Property. Sellers represents that Sellers has not conducted any test or studies to specifically determine whether any hazardous waste or materials or substances existed on the Property prior to Sellers' ownership or as of the date of this Agreement.

9. Buyer Representations. Buyer, to the best of its knowledge, represents the following to Sellers:

- a. **Authority.** Buyer has the power, right, and authority to make this Agreement with Sellers.
- b. **Disclosure Form.** Buyer waives receipt of the disclosure form required for commercial property under section 64.06.013 of the Revised Code of Washington ("RCW").

10. Attorneys' Fees. Buyer and Sellers are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. In the event of any litigation regarding the rights and obligations of the Parties under this Agreement, the prevailing party shall recover their costs and attorneys' fees, including such costs and attorneys' fees for appeals.

11. Remedies.

- a. **Sellers' Default.** In the event Sellers defaults in fulfilling their obligations under this Agreement, Buyer shall be entitled to all remedies at law or equity including without limitation the right to enforce specific performance of this Agreement against Sellers and/or to reinstitute eminent domain process to acquire the Property.
- b. **Buyers' Default.** In the event the Buyer is unable to execute this agreement under conditions in Paragraph 3:c above, Seller is, upon due notice, availed of all remedies and noticing schedules of a new eminent domain action.

12. Risk of Loss, Insurance. Risk of loss of or damage to the Property shall be borne by Sellers until the date of Closing. Thereafter, Buyer shall bear the risk of loss. In the event of material loss of or damage to the Property prior to the date of Closing, Sellers shall not be

obligated to restore the Property nor pay damages to Buyer by reason of such loss or damage, and Buyer may terminate this Agreement by giving notice of such termination to Sellers, and such termination shall be effective; provided, however, that Buyer may elect to purchase the Property in the condition existing on the date of Closing, and on Closing, Sellers shall assign to Buyer the proceeds of any policy of insurance carried by or for the benefit of Sellers covering any loss or damage to the Property occurring after the date hereof and prior to the Closing date. Sellers shall submit an insurance claim and use their best efforts to obtain insurance proceeds. On Closing, Sellers shall pay to Buyer the entire amount of insurance proceeds received from such claim.

13. Notices. All notices required under the terms of this Agreement shall be in writing, delivered to the other party by certified mail, return receipt requested, as follows:

To Sellers:
Darren S Wertz Trustee
726 N 32nd Ct
Ridgefield, WA 98642

To Buyer:
Steve Stuart
City Manager
City of Ridgefield
PO Box 608
Ridgefield, WA 98642

The foregoing addresses may be changed by providing written notice to the other party as provided herein.

14. Sellers' Period of Acceptance. Sellers shall have five (5) days from the date of delivery of this Agreement to Sellers to accept this offer by written signature. In the event that Sellers does not accept this offer within the five-day period, the offer will be considered withdrawn, and this Agreement will be null and void. Buyer, and only Buyer, may waive this five-day limitation.

15. Time. Time is of the essence in every provision of this Agreement.

16. Survival of Representations. The terms, covenants, and representations contained in this Agreement shall not merge with the deed of conveyance, but shall continue and survive Closing.

17. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto.

18. Sellers' Covenants Pending Closing. Sellers covenants for the benefit of and agrees with Buyer that, pending Closing, Sellers shall not do or permit to be done any of the following, other than in the ordinary course or operation of the Property and without in each case securing Buyer's prior written consent, which consent shall not be withheld unreasonably: enter into any lease or rental agreement for the Property; make any agreements or commitments relating to the maintenance, repair, replacement, or operation of the Property for a period extending beyond Closing; or commence or continue any construction affecting the improvements other than ordinary maintenance and repair.

19. Governing Law/Venue. This Agreement shall be controlled by and interpreted under Washington law, without application or consideration of any choice of law principles. Venue shall be in the state or federal courts located in Clark County.

20. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon the heirs, personal representative, successors, and assigns of the Parties hereto.

21. Assignment. This Agreement is assignable by Buyer upon written approval by Sellers, which shall not unreasonably be delayed or withheld.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement to be effective on the date of final signature.

SELLERS:

By: _____
Darren S Wertz, Trustee

Dated: _____

BUYER: CITY OF RIDGEFIELD

By: _____
Steve Stuart_, City Manager

Dated: _____

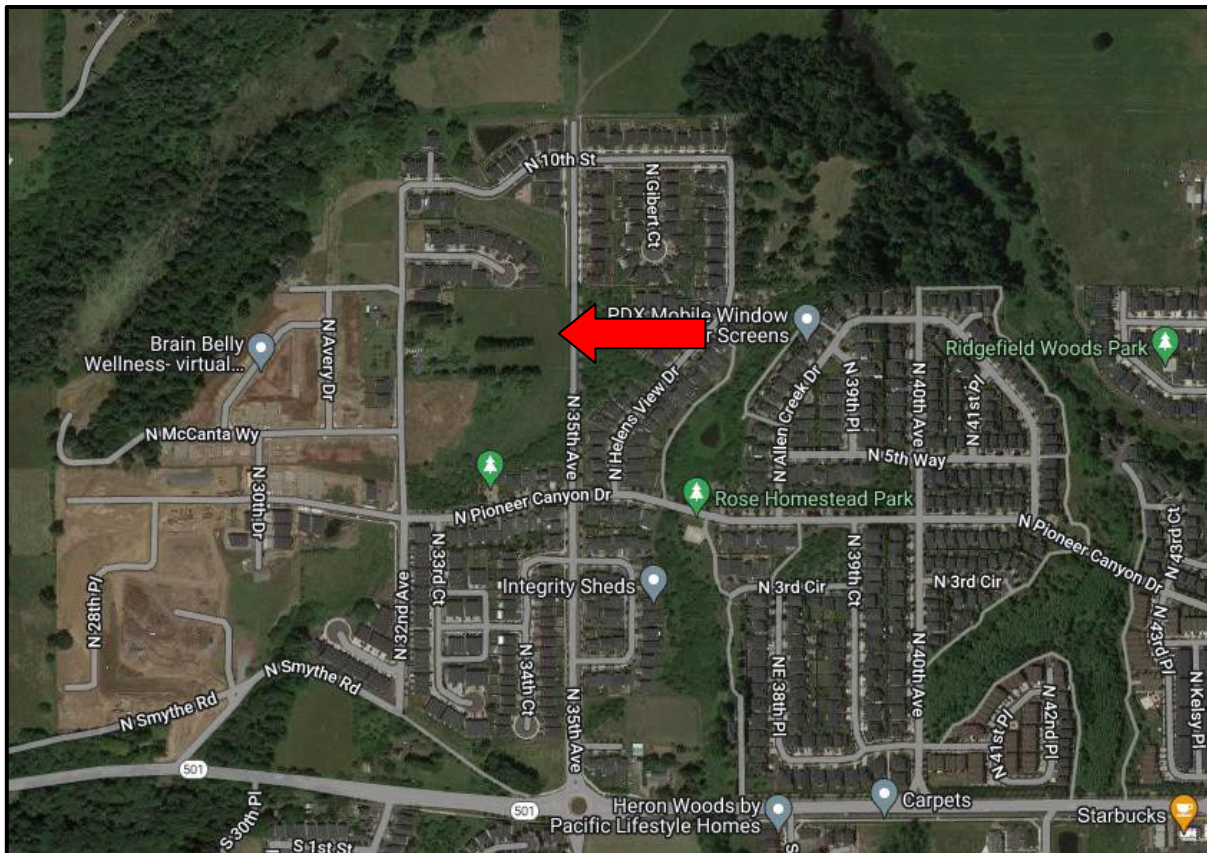
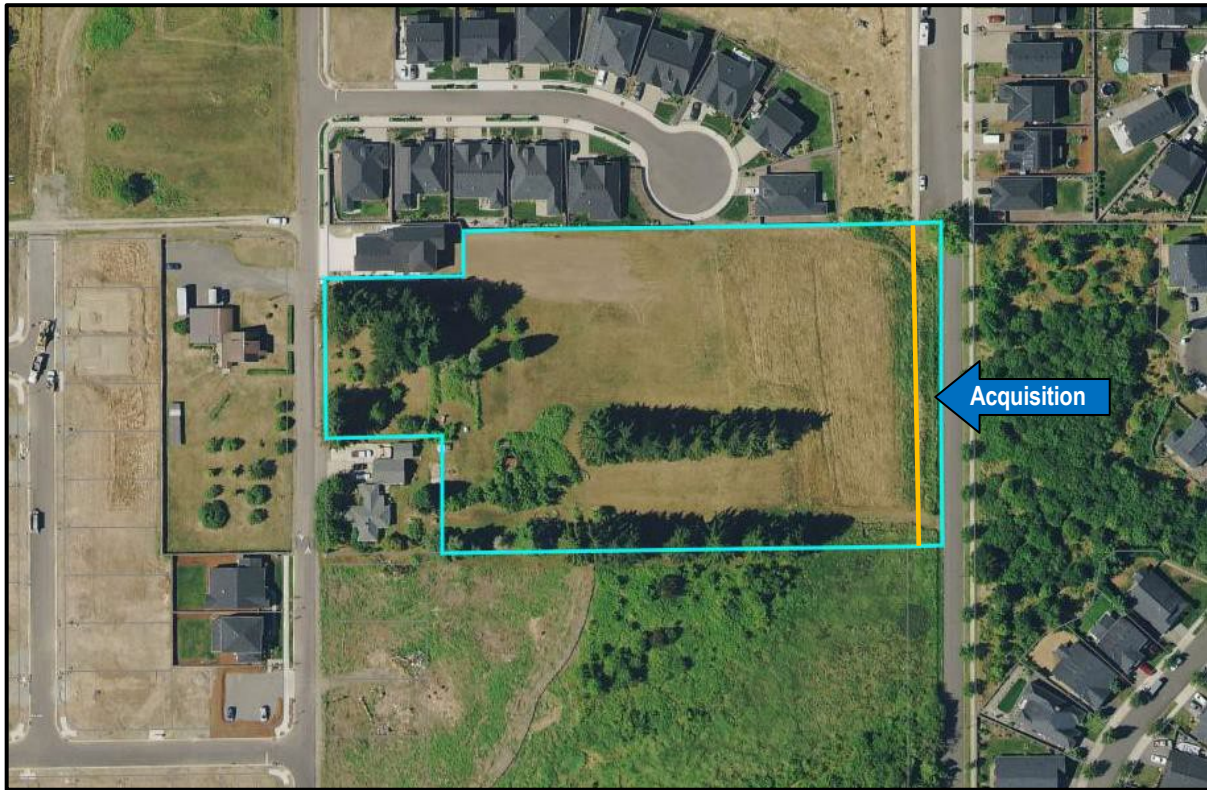
APPROVED AS TO FORM:

Janean Parker, City Attorney

EXHIBIT A

Subdivision	Metes and bounds
Lot	----
Tax Map & Lot	20T4NR1EWM-16
APN	213720000

EXHIBIT B



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Motion - Approval of Declaration of Land Use Restriction and Real Property Covenant, Wertz Property

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

June 30, 2022: Negotiation and execution of a City trail easement on Clark County Tax Parcel Number 213720000 to connect DeMelo Park with 35th Ave

SUMMARY/BACKGROUND:

The City of Ridgefield has worked with the property owner of Clark County Tax Parcel Number 213720000 ("Property") since 2021 on several key connections with and preservations of open space. First, a trail connection between DeMelo Park and 35th Ave, second preserving and enhancing the open space on the Property, and third completing necessary roadway improvements to 35th Ave on the Eastern frontage of the Property.

In 2022, the Property owner and City agreed to an easement for trail connection between DeMelo Park and 35th Ave. More recently, the City and Property owner have agreed in principle to City acquisition of Right of Way necessary to facilitate a complete street improvement of 35th Ave along the Eastern frontage of the Property. That Purchase and Sale Agreement is before the Ridgefield City Council for consideration at the October 12, 2023 Meeting. The third component of work between the City and Property owner is also before the City Council at the October 12, 2023 Meeting.

The City and Property owner have a shared interest in preserving the unique natural, open space, ecological, environmental and aesthetic value of the Property. To preserve these conservation values, the Property owner has agreed to initiate a real property covenant for a period of ten years to conserve the values of the Property. The Property owner is not requested or required by the City to undertake this action, but nevertheless the value conveyed is such that the Property owner is seeking to proceed with the declaration.

Under the terms of the restrictive covenant that the City is being asked to accept, the Property owner commits to:

- Preserving and protecting the conservation values of the Property;
- Allowing the City to enter the Property at reasonable times (and with notice) to monitor compliance with the covenant;
- Preventing any activity or use of the Property that is inconsistent with the purpose of the

- covenant;
- Prevent construction of permanent structures, paving, commercial development, waste disposal; and
- Creating a first right of refusal for the City to purchase the Property at market value.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 10/12 Council Meeting. A motion may be: **“I move to authorize the City Manager to accept the Declaration of Land Use Restriction and Real Property Covenant as presented.”**

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. Wertz restrictive covenant

Restrictive Covenant

When Recorded Mail To:

DECLARATION OF LAND USE RESTRICTION AND REAL PROPERTY COVENANT

Declarant: Darren S Wertz

The Beneficiary: City of Ridgefield

Assessor's Tax Parcel ID#: 213720000

This Declaration of Land Use Restriction and Real Property Covenant ("the real property covenant") is made this _____ day of _____ 2023, by Darren S Wertz ("Declarant"), for the benefit of the City of Ridgefield ("Beneficiary").

WHEREAS, the Declarant makes the following recitals:

- A. Declarant is the sole owner in fee simple of the real property located in Clark County, Washington, legally described on Exhibit A (the "Property"). A map of the property is attached to and made part of this Real property covenant, as Exhibit B.
- B. The Property possesses natural, open space, ecological, environmental, economic, aesthetic and recreational values that are of great importance to Declarant and the Beneficiary. These values are referred to herein as the "Conservation Values" of the Property.

C. The Declarant is creating a real property covenant on this Property for the purpose of maintaining the stated conservation and ecological value and preserving the proven public health benefits of open space. The current use of, and improvements to, the Property are consistent with the conservation purposes of this real property covenant.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a real property covenant on the Property as follows:

1. *Declaration of Real Property Covenant*

Declarant voluntarily establishes this real property covenant for a ten ("10") year period of time from effective date of covenant over the Property on the terms and conditions set forth herein exclusively for the purpose of conserving the conservation values of the Property. Declarant acknowledges that the Property covenant is not requested or required by the Beneficiary and that the terms and conditions provided herein are sufficient consideration for Declarant's granting the real property covenant; Declarant acknowledges and agrees to indemnify, defend, and hold harmless the Beneficiary from any taking or regulatory taking claims for the Beneficiary's exercise of any rights granted by this real property covenant.

2. *Purpose*

It is the purpose of this real property covenant to ensure that the Property will be retained during the term of this covenant in a natural, open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property.

It is the purpose for the term of this agreement to preserve unique open space located in the midst of development and for the future potential fee acquisition by the Beneficiary for the public welfare.

Declarant and the Beneficiary intend that this real property covenant will confine the use of the Property to such activities as are consistent with the purpose of this real property covenant. Beneficiary zoning will protect and reflect the public interest herein.

3. *Rights of The Beneficiary*

To accomplish the purpose of this real property covenant the following rights may be exercised by the Beneficiary:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Declarant's compliance with and otherwise enforce the terms of this real property covenant in accordance with Section 9; provided that, except in cases where the Beneficiary determine that immediate entry is required to prevent, terminate, or mitigate a violation of this real property covenant, such entry shall be upon prior reasonable notice

to Declarant, and the Beneficiary shall not in any case unreasonably interfere with Declarant's quiet use and enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this real property covenant and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Section 9.

4. *Prohibited Uses*

Any activity on or use of the Property inconsistent with the purpose of this real property covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as permitted in Sections 3 and 5:

(a) *Construction and Improvements.* The placement or construction, of any permanent buildings, structures, or other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks and pipelines.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock, wood shavings or any other paving or surfacing material or the construction of a road or trail, except that soft-surface trails may be constructed and maintained for current use or passive recreation as permitted by paragraph 5(b).

(c) *Commercial Development.* Any commercial or industrial use or activity on the Property, including but not limited to commercial recreational activities involving active recreation.

(d) *Waste Disposal.* The disposal, storage, or release of hazardous substances, rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term "release" shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site. The term "hazardous substances" as used in this real property covenant shall mean any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designed as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous or harmful or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product.

(e) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian, commercial campgrounds or any other activity involving the public or private clubs or associations engaging in organized active recreation.

(f) *Signs.* The placement of commercial signs, billboards, or other

commercial advertising material on the Property, dealing with other than current use and except in connection with the sale or lease of the Property.

(g) *Mineral Development.* The exploration for, or development and extraction of, any minerals or hydrocarbons.

5. *Reserved Rights*

Declarant reserves any use of, or activity on, the Property that is not inconsistent with the purpose of the real property covenant and that is not prohibited herein. Without limiting the generality of the foregoing, Declarant specifically reserves the following uses and activities:

(a) *Emergencies.* The right to undertake other activities necessary to protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity.

6. *Responsibilities of Declarant Not Affected.*

Other than as specified herein, this real property covenant is not intended to impose any legal or other responsibility on the Beneficiary, or in any way to affect any existing obligation of the Declarant as owner of the Property.

7. *The Beneficiary's Right to Restore the Property*

In the event that any of the Conservation Values of the Property are impaired, the Beneficiary shall have the right, but not the obligation, to restore all or portions of the Property.

8. *Access*

No right of access by the general public to any portion of the Property is created by this real property covenant.

9. *Enforcement*

The Beneficiary shall have the right to prevent and correct violations of the terms of this Real property covenant as set forth below.

(a) *Notice of Failure.* If The Beneficiary determines that the Declarant is in violation of the terms of this real property covenant or that a violation is threatened, the Beneficiary shall give written notice to Declarant of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this real property covenant, to restore the portion of the Property so injured to its prior condition

in accordance with a plan approved by the Beneficiary.

(b) *Declarant's Failure to Respond.* The Beneficiary may bring an action as provided for in Section 9(c) below if Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the Beneficiary; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *The Beneficiary's Action.* The Beneficiary may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this Real property covenant, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this real property covenant or injury to any of the Conservation Values protected by this real property covenant, including damages for the loss of the Conservation Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Declarant's liability therefore, the Beneficiary, in their sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without the Beneficiary being required to post bond or provide other security.

(d) *Immediate Action Required.* If the Beneficiary, in their sole and absolute discretion, determine that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, The Beneficiary may pursue remedies under this Section 9 without prior notice to Declarant or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section 9 apply equally in the event of either actual or threatened violations of the terms of this Real property covenant. Declarant agrees that the remedies at law for any violation of the terms of this real property covenant are inadequate and Beneficiary shall be entitled to the injunctive relief described in this Section 9 both prohibitive and mandatory, in addition to such other relief to which Beneficiary may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 9 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(f) *Costs of Enforcement.* Provided the Beneficiary first provide Declarant with a Notice of Failure and Declarant fails to respond, all reasonable costs incurred by the Beneficiary in enforcing the terms of this real property covenant against Declarant, including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this real property covenant shall be borne by Declarant. The substantially prevailing party in a judicial enforcement action regarding this Real property covenant shall be entitled to reimbursement of all reasonably incurred attorney fees and litigation expenses.

(g) *The Beneficiary's Discretion.* Any forbearance by the Beneficiary to exercise rights under this real property covenant in the event of any violation of any terms of this real property covenant shall not be deemed or construed to be a waiver of such term or of any rights under this real property covenant. No delay or omission by the Beneficiary in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Declarant's Control.* Nothing contained in this real property covenant shall be construed to entitle the Beneficiary to bring any action against Declarant to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Declarant's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Declarant be required to take steps to abate or mitigate injury to the Property resulting from such causes.

10. *Alternate Dispute Resolution*

If a dispute arises between the Parties concerning the consistency of any proposed use or activity with this real property covenant, the Parties shall attempt to resolve the dispute through informal discussion. The Parties may also agree to refer the dispute to mediation and shall select a single mediator to hear the matter. Each party shall bear its own costs, including attorney's fees, if mediation is pursued under this Section 10. The Parties shall share equally the fees and expenses of the mediator.

11. *Notice and Approval*

(a) *Notice.* Whenever notice is required under this real property covenant, the party required to give notice ("Notifying Party") shall give reasonable written notice prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this real property covenant.

(b) *Evaluation of Proposed Activities.* The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this real property covenant.

12. *Notice of Transfer of Property by Declarant and Successor and Assigns*

Anytime the Property itself, or any interest in it is transferred by the Declarant to a third party, the Declarant, its successors and assigns, shall notify the Beneficiary in writing, and the document of conveyance shall expressly refer to this real property covenant. To further preserve the public benefits of this open space, Declarant hereby grants to the Beneficiary for the term of this agreement, the first right of refusal to acquire the subject property at market value. The Declarant further agrees for the same period, not to sell

the property without written agreement from the Beneficiary.

13. *Termination of Real property Covenant*

- (a) *Frustration of Purpose.* This real property covenant may only be terminated with the concurrence of the Beneficiary.

14. *Modification*

This real property covenant may be amended only with the concurrence of the Beneficiary, provided that any such amendment shall be consistent with the purpose of the real property covenant and shall not affect its perpetual duration. All amendments shall be in writing, approved by the Beneficiary and recorded in the real property records of Clark County.

15. *Interpretation*

This real property covenant shall be interpreted under the laws of Washington, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

16. *Duration*

This real property covenant shall be a binding servitude running with the land for the term of ten years from date of City signature of approval and acceptance, unless the Parties mutually agree to extend such duration.

17. *Notices*

Any notices required by this real property covenant shall be in writing and shall be personally delivered or sent by first class mail to the Declarant, at the following address, unless the Beneficiary have been notified of a change of address.

To Declarant:

18. *Severability*

If any provision of this real property covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 12, 2023

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1409 - The Crossing Phases
1-3 Plat Alterations

GOVERNING LEGISLATION

RCW 58.17 - Plats-Subdivisions-Dedications

PREVIOUS COUNCIL ACTION TAKEN:

The Crossing Phase 1 Final Plat was approved on January 9, 2020.
The Crossing Phase 2 Final Plat was approved on November 5, 2020.
The Crossing Phase 3 Final Plat was approved on July 22, 2021.

SUMMARY/BACKGROUND:

See attached staff report and Hearing Examiner's final order.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To waive second reading and approve The Crossing Phase 1-3 Plat Alterations:
"I move to adopt Ordinance No. 1409 as presented."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. Final Order

ORDINANCE NO. 1409

**AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON
AMENDING THE CROSSING PHASES 1, 2 and 3 FINAL PLATS**

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 (Council) approved The Crossing Phase 1 final plat on January 9, 2020; and

WHEREAS, The Crossing Phase 1 final plat was filed for record with the Clark County Auditor (Auditor) on February 4, 2020; and

WHEREAS, Council approved The Crossing Phase 2 final plat on November 5, 2020; and

WHEREAS, The Crossing Phase 2 final plat was filed for record with the Auditor on November 18, 2020; and

WHEREAS, Council approved The Crossing Phase 3 final plat on July 22, 2021; and

WHEREAS, The Crossing Phase 3 final plat was filed for record with the Auditor on July 27, 2021; and

WHEREAS, the recorded plats identify the Homeowners Association (HOA) as the owner and party responsible for maintenance of open space tracts and shared parking areas; and

WHEREAS, the Developer submitted for review revised Phases 1, 2 and 3 final plats identifying the lot owners in undivided interests as the owner of open space tracts and shared parking areas; and

WHEREAS, the recorded Phase 2 final plat provides for public access on all walking trails; and

WHEREAS, the revised Phase 1 final plat provides for public access on all walking trails; and

WHEREAS, Phase 3 does not have walking trails; and

WHEREAS, the City Hearing Examiner held a public hearing on the proposed plat alterations on September 5, 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 September 6, 2023; and

WHEREAS, Council held a public hearing on the proposed plat alterations at their regular meeting on September 28, 2023 in compliance with the requirements of RMC 18.620.150.B and RCW 58.17.215;

and

WHEREAS, Council waived second ordinance reading;

NOW THEREFORE, the City Council for the City of Ridgefield hereby ordains as follows:

SECTION 1. Plat Alteration. The Crossing Phases 1-3 Final Plats shall be amended as shown in Exhibits A-C.

SECTION 2. Conditions of Approval. The Developer shall comply with the conditions of approval enumerated in the staff report to City Council (Exhibit D).

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 28TH DAY OF SEPTEMBER, 2023.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading/Passage: September 28, 2023

Second reading/Passage: Waived

Date of Publication: _____

Effective Date: _____

EXHIBIT A:

Amended The Crossing (Phase 1) Final Plat

EXHIBIT B:

Amended The Crossing Phase 2 Final Plat

EXHIBIT C:

Amended The Crossing Phase 3 Final Plat

EXHIBIT D:

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

The Crossing Phases 1-3 Plat Alterations

Council Staff Report

File No. MASTER-23-0020-0022, PLZ-23-0034-0036

September 28, 2023

I. Basic Facts

Application date: On May 3, 2023, the City received concurrent applications for final plat alterations for The Crossing Phases 1-3.

Proposal: Plat language alterations to all three phases of The Crossing to allow all common areas except the stormwater facility to be owned in common by the lot owners in undivided interests instead of being owned by the HOA.

Applicant/Owner: RCIF C1 LLC; RCIF C2 LLC. 4660 NE 77th Ave Ste 200 / Vancouver, WA 98662. Contact: 360-904-4759, stacey@romanofinancial.com

Applicant's Representative: Landerholm, P.S. 805 Broadway St Ste 1000 / Vancouver, WA 98660.

Property Information: The Crossing Phases 1-3

Zoning: Commercial Regional Business (CRB), Ridgefield Mixed Use Overlay (RMUO)

Comprehensive Plan: General Commercial (GC)

Applicable Criteria: RDC 18.620.150 Final plat – Alterations, vacations; Ridgefield Engineering Standards for Public Works Construction

Land use hearing date: September 5, 2023

Council hearing date: September 28, 2023

Exhibits: <https://ridgefieldwa.sharefile.com/d-sd3dd681f3ba4619bf9be0d357c25d0a>

II. Background and Proposal

The Hearing Examiner approved the Ridgefield Crossing Mixed Use Master Plan on July 30, 2018, as PLZ-17-0129. See Figures 1-2 and Exhibits A.13 and C.01. The master plan approval included eight commercial parcels and 133 single-family attached townhomes in the Commercial Regional Business (CRB) zone under the Ridgefield Mixed Use Overlay (RMUO). The residential portions were subsequently renamed as The Crossing, The Crossing Phase 2, and The Crossing Phase 3.

Figure 1. Ridgefield Crossing Site

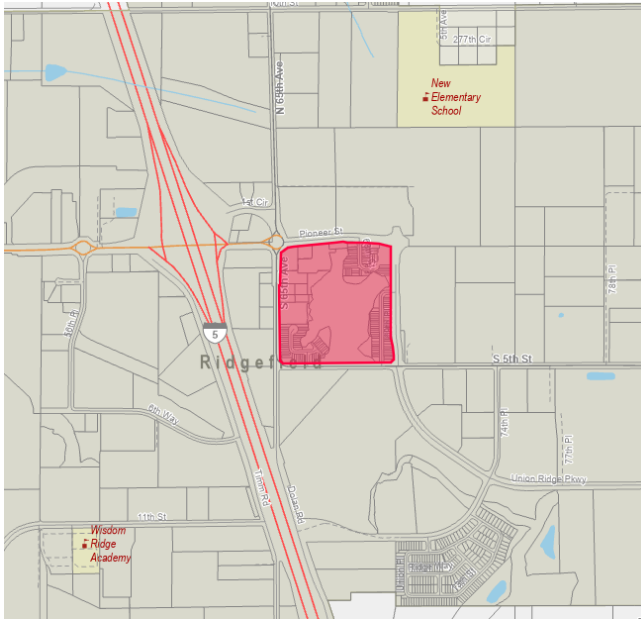
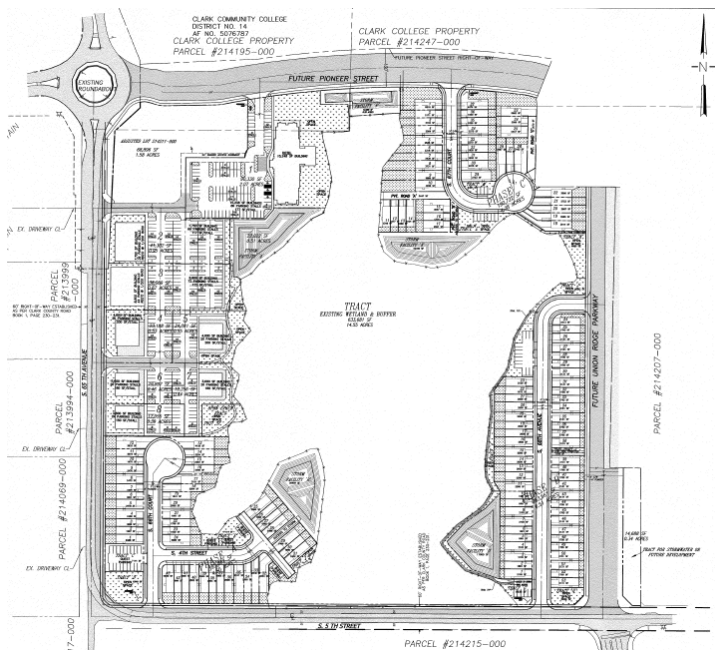


Figure 2. Ridgefield Crossing Mixed Use Master Plan



On January 9, 2020, Ridgefield City Council approved The Crossing (Phase 1) final plat (PLZ-19-0115). See Exhibit C.02. Phase 1 subdivided Parcel #986052946 (4 acres) into 36 single-family attached residential lots, three parking areas, a storm facility, and three open space tracts. The Phase 1 final plat was recorded at the Clark County Auditor's office on February 4, 2020. Phase 1 Plat Note 6 identifies the Homeowners Association (HOA) as the owner and party responsible for maintenance of the open space tracts. Plat Note 4 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

On November 5, 2020, Council approved The Crossing Phase 2 final plat (PLZ-20-0054). See Exhibit C.03. Phase 2 subdivided Parcels #986055023 and 986052945 (6.88 acres) into 52 single-family attached residential lots, two parking areas, a storm facility, and four open space tracts. The Phase 2 final plat was recorded at the Clark County Auditor's office on November 18, 2020. Phase 2 Plat Notes 6 and 11 identifies the HOA as the owner and party responsible for maintenance of the open space tracts. Plat Note 4 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

On July 22, 2021, Council approved The Crossing Phase 3 final plat (PLZ-21-0048). See Exhibit C.04. Phase 3 subdivided Parcel #986052944 (4.4 acres) into 45 single-family attached residential lots, three parking areas, a storm facility, and three open space tracts. The Phase 3 final plat was recorded at the Clark County Auditor's office on July 27, 2021. Phase 3 Plat Note 5 identifies the HOA as the owner and party responsible for maintenance of the open space tracts. Plat Note 14 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

For each of the three final plats, the applicant's proposal is to for all common areas except the stormwater facility (i.e., open space tracts and parking areas) to be owned in common by the lot owners in undivided interests instead of being owned by the HOA. At this time, RCIF C1 LLC and RCIF C2 LLC own each of the residential lots as rental properties.

Phase 2 Plat Note 19 states that public access is allowed on all walking trails. On June 9, 2023, staff requested that this language be added to the Phase 1 and Phase 3 plats. The applicant added the language to the Phase 1 plat and stated that there are no trails in Phase 3. See Exhibit D.03. Therefore, the proposal also includes a new note on the Phase 1 plat, Plat Note 20, stating that public access is allowed on all walking trails.

The proposed altered final plats are in Exhibits A.05, A.06, and A.07.

III. Land Use Review

Standards

RDC 18.620.150 – *Final plat – Alterations, vacations*

- A. *The alteration or vacation of final plats filed for record in the office of the Clark County auditor shall comply with provisions of Chapter 58.17 Revised Code of Washington.*
- B. *All petitions for plat alterations or vacations shall be reviewed by the city hearing examiner and a recommendation made thereon to the city council prior to city council action.*

Findings

The Phase 1 final plat was recorded at the Clark County Auditor's office on February 4, 2020. The Phase 2 final plat was recorded at the Clark County Auditor's office on November 18, 2020. The Phase 3 final plat was recorded at the Clark County Auditor's office on July 27, 2021.

As required in RCW 58.17.215, the applicant submitted the plat alteration applications to the Ridgefield Community Development Department for review on May 3, 2023. Staff found that the applications were signed via the city's permit portal by the majority of those persons having an ownership interest of lots, tracts, parcels, sites, or divisions in The Crossing Phases 1-3. The applications included amendments to the CC&Rs. The City Attorney reviewed the amended CC&Rs and provided comments on May 25, 2023. The applicant addressed these comments, and the City Attorney found the CC&Rs to be satisfactory on June 6, 2023. See Exhibit D.01. The applicant made updates to the revised Phase 1 final plat on August 2, 2023, and staff subsequently found the submittals to be technically complete.

The City provided notice of the application and hearing date to all owners of property within Phases 1-3, all adjacent landowners within 300 feet of the combined 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 August 22, 2023.

The hearing examiner reviewed the petition for plat alterations and held a public hearing on September 5, 2023 (6:00PM). The hearing examiner issued a recommendation to City Council as required in RDC 18.620.150.B. The City Council will hold a public hearing on September 28, 2023. Council may waive second ordinance reading and vote on adoption of an ordinance altering the final plats at that time or may hold a second ordinance reading and vote at a subsequent regularly scheduled Council meeting.

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.

IV. Survey and Engineering Review

Findings

Community Development staff sent the plat alteration submittals to Engineering requesting survey and engineering comments on May 16, 2023. The City Engineer responded that there would be no survey and engineering comments or conditions of approval on June 6, 2023. See Exhibit D.02.

V. Recommendation

The City held a land use hearing before the Hearing Examiner on September 5, 2023. On September 6, 2023 the Hearing Examiner issued a recommendation of **approval** of The Crossing Phases 1-3 final plat alterations 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.

The Hearing Examiner's recommendation (final order) is included as an attachment.

Staff requests that Council waive second ordinance reading and take a vote on approval of The Crossing Phase 1-3 Plat Alterations.

VI. Exhibits

Exhibit Number	Description
A. Application Materials	
A.01	Phase 1 master land use application
A.02	Phase 2 master land use application
A.03	Phase 3 master land use application
A.04	Final plat alteration checklist (combined)
A.05	The Crossing Phase 1 revised final plat
A.06	The Crossing Phase 2 revised final plat
A.07	The Crossing Phase 3 revised final plat
A.08	Title report
A.09	Phase 1 map, guarantee, vesting
A.10	Phase 2 map, guarantee, vesting
A.11	Phase 3 map, guarantee, vesting
A.12	Narrative
A.13	Ridgefield Crossing (PLZ-17-0129) final order
A.14	Phase 1 public notification materials
A.15	Phase 2 public notification materials
A.16	Phase 3 public notification materials
B. Staff Documents	
B.01	Columbian Hearing Notice
B.02	Combined Hearing Notice for Posting and Mailing
B.03	Posting and Mailing Affidavits
B.04	Staff Report
C. Other Plans	
C.01	Ridgefield Crossing Mixed Use Master Plan (PLZ-17-0129)
C.02	The Crossing Phase 1 final plat (PLZ-19-0115)
C.03	The Crossing Phase 2 final plat (PLZ-20-0054)
C.04	The Crossing Phase 3 final plat (PLZ-21-0048)
D. Correspondence	
D.01	6/6/2023 email from Janean Parker
D.02	6/6/2023 email from Chuck Green
D.03	8/2/2023 email from Steve Morasch
E. Comments	

	None at the time of staff report issuance.
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**BEFORE THE LAND USE HEARING EXAMINER
OF CITY OF RIDGEFIELD, WASHINGTON**

Regarding an application by RCIF C1 LLC and RCIF C2) **FINAL ORDER**
LLC to alter the final plat for The Crossing Phases 1-3) **Master-23-0020-0022 and**
to allow common ownership of the common areas other) **PLZ-23-0034-0036**
than stormwater, in the City of Ridgefield, Washington)(The Crossing Phases 1-3)

A. SUMMARY

1. RCIF C1 LLC and RCIF C2 LLC, the applicant, requests approval to alter the plat language for Phases 1-3 of The Crossing to allow all common areas except the stormwater facility to be owned in common by the lot owners in undivided interests instead of being owned by the HOA. The applicant also requests an additional plat note on the Phase 1 plat stating that public access is allowed on all walking trails.¹

a. The Ridgefield Hearing Examiner approved the Ridgefield Crossing Mixed Use Master Plan on July 30, 2018, as PLZ-17-0129. The master plan approval included eight commercial parcels and 133 single-family attached townhomes in the Commercial Regional Business (CRB) zone under the Ridgefield Mixed Use Overlay (RMUO). The residential portions were subsequently renamed as The Crossing, The Crossing Phase 2, and The Crossing Phase 3.

b. On January 9, 2020, the Ridgefield City Council approved The Crossing (Phase 1) final plat (PLZ-19-0115). Phase 1 subdivided Parcel #986052946 (4 acres) into 36 single-family attached residential lots, three parking areas, a storm facility, and three open space tracts. The Phase 1 final plat was recorded at the Clark County Auditor's office on February 4, 2020. Phase 1 Plat Note 6 identifies the Homeowners Association (HOA) as the owner and party responsible for maintenance of the open space tracts. Plat Note 4 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

c. On November 5, 2020, the Ridgefield City Council approved The Crossing Phase 2 final plat (PLZ-20-0054). Phase 2 subdivided Parcels #986055023 and 986052945 (6.88 acres) into 52 single-family attached residential lots, two parking areas, a storm facility, and four open space tracts. The Phase 2 final plat was recorded at the Clark County Auditor's office on November 18, 2020. Phase 2 Plat Notes 6 and 11 identify the HOA as the owner and party responsible for maintenance of the open space tracts. Plat Note 4 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

d. On July 22, 2021, the Ridgefield City Council approved The Crossing Phase 3 final plat (PLZ-21-0048). Phase 3 subdivided Parcel #986052944 (4.4 acres) into 45 single-family attached residential lots, three parking areas, a storm facility, and three open space tracts. The Phase 3 final plat was recorded at the Clark County Auditor's office on July 27, 2021. Phase 3 Plat Note 5 identifies the HOA as the owner and party

¹ This note was included on the Phase 2 plat and there are no trails on Phase 3.

responsible for maintenance of the open space tracts. Plat Note 14 identifies the HOA as the owner and party responsible for maintenance of the parking areas.

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 August 29, 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 September 5, 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 Claire Lust 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. Attorney Steve Morasch appeared on behalf of the applicant, RCIF C1 LLC and RCIF C2 LLC and accepted the findings and conditions in the Staff Report without exceptions.

a. The applicant is seeking to refinance the development through the U.S. Department of Housing and Urban Development ("HUD"). However, HUD regulations do not allow Homeowners Association ("HOA") ownership of common areas, other than stormwater facilities. Therefore, the applicant is proposing to amend the final plats for Phases 1-3 to allow common ownership of all common areas other than stormwater facilities.

i. RCW 64.90 allows ownership of common areas by an HOA or as an undivided interest by the property owners.

ii. RDC 18.620.145 requires maintenance of common areas by an HOA, but does not regulate ownership of common areas.

iii. The requested plat alteration is consistent with the conditions of approval of PLZ-17-0129. Condition A.20 requires HOA maintenance, but not ownership, of common areas,. Condition B.30 requires HOA ownership and maintenance of the private stormwater facilities.

b. The applicant also requests an additional plat note on the Phase 1 plat stating that public access is allowed on all walking trails. That was the applicant's intent and the note will document that public access is allowed.

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-23-0020-0022 and PLZ-23-0034-0036 (The Crossing Phases 1-3) 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-23-0020-0022 and PLZ-23-0034-0036 (The Crossing Phases 1-3) 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.

DATED this 6th day of September 2023.

A handwritten signature in black ink, appearing to be 'Joe Turner', written over a horizontal line.

Joe Turner, AICP
City of Ridgefield Hearing Examiner