



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, December 7, 2023
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

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

II. PROCLAMATION - RIDGEFIELD HIGH SCHOOL STATE CHAMPIONS

III. BOARD APPOINTMENTS

- 1. Reappointment of Parks Board Member, Position No. 2 (Rian Davis)**
- 2. Reappointment of Parks Board Member, Position No. 3 (Beth Bicknell)**
- 3. Reappointment of Parks Board Member, Position No. 7 (Alex Earl)**

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 November 16, 2023 Meeting**
- 3. Declaring Certain Property as Surplus and Authorizing its Disposition**

VI. BUSINESS

- 1. Motion - Award Consultant Contract for the Waterfront Park Master Plan - Corey Crownhart, Park Manager**

2. **Motion - Acceptance of Department of Ecology Stormwater Capacity Grant - Kirk Johnson, Finance Director**
3. **Motion-Approval of Quit Claim Deed from URIC, for Assessor's Property Tax Parcel Account Number 71040000, as necessary for City to implement Cleanup Action Plan and Scope of Work detailed in Department of Ecology Consent Decree - Steve Stuart, City Manager**
4. **Motion-Approval of Access Agreement with Ridgefield Land Holding, LLC, for Assessor's Property Tax Parcel Account Numbers 7103000 and 71042000, as necessary for City to implement Cleanup Action Plan and Scope of Work detailed in Department of Ecology Consent Decree - Steve Stuart, City Manager**
5. **Resolution No. 633 - Approval of Intent to Annex - Franck - Claire Lust, Community Development Director**
6. **Reconsideration and Second Reading of Ordinance No. 1414 - 2023 Lahti Property Comprehensive Plan Amendments - Claire Lust, Community Development Director**

VII. PUBLIC HEARING/BUSINESS

1. **Public Hearing and First Reading of Ordinance No. 1416 - Enforcement Code Amendments - Claire Lust, Community Development Director**
2. **Public Hearing and First Reading of Ordinance No. 1417 - Cloverhill Phases 3B and 10 Zone Change - Claire Lust, Community Development Director**
3. **Public Hearing and Second Reading of Ordinance No. 1415 - 2024 Proposed Budget - Kirk Johnson, Finance 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: December 7, 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. December 7, 2023 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

December 7th, 2023

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
AKS ENGINEERING & FORESTRY LLC	3908	10210-03	Community Development	11.2023 Keller Supply/Tri Mountain/Lahti/50th Pl/URTC/Kirkland	3,160.00
		10462-01	Public Works	10.2023 Abrams Park Master Plan	220.00
AKS ENGINEERING & FORESTRY LLC Total					3,380.00
AQUATIC INFORMATICS INC.	3337	106650	Genl Govt/Facilities	10.2023 Web Test	(12.79)
			Public Works	10.2023 Web Test	159.79
AQUATIC INFORMATICS INC. Total					147.00
ARCHAEOLOGICAL INVESTIGATIONS NW INC	1563	10309	Public Works	Overlook Park Archaeological Monitoring	14,797.60
ARCHAEOLOGICAL INVESTIGATIONS NW INC Total					14,797.60
ASSOCIATED CONSULTANTS INC.	1030	23-138-02	Community Development	UNFI Maintenance Storage Building	736.25
		23-110-04	Community Development	Center Market Store Improvements	261.25
ASSOCIATED CONSULTANTS INC. Total					997.50
AW GENESIS LLC	3962	503241800	Genl Govt/Facilities	Business License Refund 503241800	50.00
AW GENESIS LLC Total					50.00
BANNER BANK - EPAY	3533	3533-202312	Genl Govt/Facilities	PW Ops Center Bond Interest/Principal	175,629.10
BANNER BANK - EPAY Total					175,629.10
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202310B	Public Works	10.2023 Customer Web Payments	21.90
		2827-202310A	Public Works	10.2023 Customer Web Payments	1,137.36
BLUEFIN PAYMENT SYSTEMS - EPAY Total					1,159.26
BRIGHTLY SOFTWARE INC.	3044	INV-228176	Genl Govt/Facilities	2024 Asset Essentials Enterprise	(107.65)
			Public Works	2024 Asset Essentials Enterprise	6,500.94
			Information Technology	2024 Asset Essentials Enterprise	6,500.94
BRIGHTLY SOFTWARE INC. Total					12,894.23
Bruner Michaela	UB*00885	(blank)	Genl Govt/Facilities	Refund Check 012892-000 3811 S Star View Loop	23.20
Bruner Michaela Total					23.20
CFM STRATEGIC COMMUNICATIONS INC.	2551	27681	Genl Govt/Facilities	10.2023 Lobbyist	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
Champery Rental REO LLC	UB*00903	(blank)	Genl Govt/Facilities	Refund Check 015712-000 804 Pioneer St	70.52
Champery Rental REO LLC Total					70.52
CITY OF BATTLE GROUND	92	INV00447	Judicial	10.2023 Court Costs/Public Defender	22,738.83
CITY OF BATTLE GROUND Total					22,738.83
CITY OF WOODLAND	2708	2023-025-CT	Genl Govt/Facilities	X26 Taser Cartridges	(100.49)
			Public Safety	X26 Taser Cartridges	1,255.49
CITY OF WOODLAND Total					1,155.00
CLARK AND SONS EXCAVATING INC.	2848	2155	Public Works	2023 Asphalt Repairs CO #1	1,397.18
CLARK AND SONS EXCAVATING INC. Total					1,397.18
CLARK COUNTY	102	CI057328	Public Works	09.2023 Whatley Decant Billing	590.46
		CI057372	Public Works	10.2023 Traffic Signals	20.77
CLARK COUNTY Total					611.23
CLARK COUNTY FIRE DISTRICT #5	104	11005	Genl Govt/Facilities	Confined Space Training	73.08
			Public Works	Confined Space Training	626.92
CLARK COUNTY FIRE DISTRICT #5 Total					700.00
CLARK PUBLIC UTILITIES	3619	27191733	Public Works	S Hillhurst Rd Light & School Flasher	733.69

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CLARK PUBLIC UTILITIES	3619	27630473	Genl Govt/Facilities	Community Solar East Participation	8,500.00
CLARK PUBLIC UTILITIES Total					9,233.69
CLARK REGIONAL WASTEWATER DISTRICT	741	0741-2022310A	Public Works	09.2023-10.2023 535 N Abrams Park Rd Sewer	117.70
CLARK REGIONAL WASTEWATER DISTRICT Total					117.70
COLUMBIAN PUBLISHING	116	44896	Finance	2024 Proposed Budget	68.40
		44961	Finance	Tax Increment Area	59.40
		45007	Community Development	Type III Land Use Master-22-0037 & PLZ-22-0054-0057	133.20
COLUMBIAN PUBLISHING Total					261.00
COMCAST - EPAY	2271	2271-202311B	Genl Govt/Facilities	11.2023 Internet & Communications Services	475.62
COMCAST - EPAY Total					475.62
CONSOR NORTH AMERICA INC.	3949	C232644WA.00-2	Public Works	10.2023 S Royle Rd S15th to S5th - Construction Mgmt	11,756.30
CONSOR NORTH AMERICA INC. Total					11,756.30
CSD ATTORNEYS AT LAW P.S.	3294	119840	Genl Govt/Facilities	10.2023 Park Laundry	1,044.00
CSD ATTORNEYS AT LAW P.S. Total					1,044.00
DAN'S TRACTOR	134	104569	Public Works	Parks/Cemetery Mower Tire Barring Kit	63.96
		104617	Public Works	Parks Mower Repair	10.08
DAN'S TRACTOR Total					74.04
DEPARTMENT OF LICENSING - EPAY	154	RG0001478-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001495-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001494-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001488-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001491-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001476-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001493-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001482-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001490-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001496-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001486-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001481-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001489-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001485-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001492-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001487-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001484-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001483-2023	Genl Govt/Facilities	CPL Fees	18.00
		RG0001477-2023	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					342.00
DEREK BAKER	3961	3961-20231117	Genl Govt/Facilities	Damaged Vehicle Repairs	977.26
DEREK BAKER Total					977.26
DICK'S TIRE FACTORY	158	D82374	Genl Govt/Facilities	2022 Ford Explorer 76429D - Melroy	178.65
			Public Works	2022 Ford Explorer 76429D - Melroy	1,607.89
DICK'S TIRE FACTORY Total					1,786.54
Dougherty Daniel & Barbara	UB*00961	(blank)	Genl Govt/Facilities	Refund Check 005382-000 640 S Shobert St	345.80
Dougherty Daniel & Barbara Total					345.80
EASTSIDE STEEL INC.	3134	2-293893	Public Works	PWUTIL Hot Rolled Round	142.88
		2-294458	Public Works	Abrams Park Pedestrian Bridge Parts	1,250.05

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EASTSIDE STEEL INC. Total					1,392.93
EFFICIENT COMMUNICATION SOLUTIONS INC.	2126	30531	Information Technology	2023 Remote Technical Support & Software Upgrades	1,076.13
EFFICIENT COMMUNICATION SOLUTIONS INC. Total					1,076.13
Emerson Rebekkah	UB*00750	(blank)	Genl Govt/Facilities	Refund Check 013793-000 8516 N 2nd Loop	20.21
Emerson Rebekkah Total					20.21
EMPIRE WELL DRILLING	3779	1749	Genl Govt/Facilities	Kennedy Test Well	(2,118.50)
			Public Works	Kennedy Test Well	46,056.19
EMPIRE WELL DRILLING Total					43,937.69
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC.	2967	94606080	Information Technology	11.17.2023-11.16.2024 ArcGIS Desktop Basic Perpetual License	1,547.89
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. Total					1,547.89
FERGUSON ENTERPRISES INC # 8423	181	1234843	Genl Govt/Facilities	PWFAC Water Shut Off Key	1.02
			Public Works	PWFAC Water Shut Off Key	37.66
		1234848	Genl Govt/Facilities	PWUTIL 2 PVC Plugs	(1.74)
			Public Works	PWUTIL 2 PVC Plugs	21.78
FERGUSON ENTERPRISES INC # 8423 Total					58.72
FERGUSON US HOLDINGS INC.	3816	250529	Public Works	PWUTIL Meter Wrenches	173.19
FERGUSON US HOLDINGS INC. Total					173.19
Firey Miranda	UB*00895	(blank)	Genl Govt/Facilities	Refund Check 012476-000 4112 N Pioneer Canyon Dr	81.71
Firey Miranda Total					81.71
Forsberg Jon	UB*00876	(blank)	Genl Govt/Facilities	Refund Check 005621-003 713 N Main Ave	7.58
Forsberg Jon Total					7.58
GRANICUS LLC	3863	19479	Information Technology	12.15.2022-12.14.2023 EHQ Unlimited License	(4,376.79)
		175732	Information Technology	12.15.2023-12.14.2024 EHQ Enterprise (Ridgefield Roundtable)	15,571.72
GRANICUS LLC Total					11,194.93
GRAY AND OSBORNE INC	207	23231.08-2	Community Development	10.2023 Chevron Expansion 6 PLZ-23-0067	2,284.07
		23231.00-3	Community Development	10.2023 On-Call Development Reviews	324.06
		23231.10-2	Community Development	10.2023 Kumar Ridgefield Gateway PLZ-23-0079	405.08
		23231.09-2	Community Development	10.2023 Sanderling Park Ph 2A & 2B PLZ-23-0065	741.91
GRAY AND OSBORNE INC Total					3,755.12
GRAYLING ENGINEERS PLLC	3877	874	Public Works	10.2023 Water Main Replacement - Pioneer to Shobert	1,081.50
GRAYLING ENGINEERS PLLC Total					1,081.50
GROUNDWATER SOLUTIONS INC.	2971	00727.001-56	Public Works	10.2023 Hydrological Study	13,889.80
GROUNDWATER SOLUTIONS INC. Total					13,889.80
H.D. FOWLER COMPANY	2036	I6570301	Public Works	PWUTIL Hydrant Repair Parts	466.89
		I6568109	Public Works	PWUTIL Hydrant Repair Parts	369.36
		C597940	Public Works	PWUTIL Hydrant Repair Parts - Refund	(369.36)
H.D. FOWLER COMPANY Total					466.89
HALME EXCAVATING INC.	2746	202310311	Public Works	Northridge Dr PRV Vault Pipe	7,053.47
HALME EXCAVATING INC. Total					7,053.47
HARRY'S LAWN AND POWER EQUIPMENT	214	251716	Public Works	PWUTIL Blower	260.87
HARRY'S LAWN AND POWER EQUIPMENT Total					260.87
HD SUPPLY INC.	3886	INV00190154	Public Works	PWSTW 1450lb Lift Magnet	2,269.13
		INV00184058	Public Works	PWSTW Catch Basin Insert Oil & Sediment	107.45
		INV00192033	Genl Govt/Facilities	PWFAC Yellow Rain Jackets	34.59
			Public Works	PWFAC Yellow Rain Jackets	296.74
		INV00199873	Public Works	PWUTIL Inverted Paint and Blue Flag	247.46

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HD SUPPLY INC.	3886	INV00187946	Public Works	Sample Cell for Hach & Chlorine Reagent	510.41
HD SUPPLY INC. Total					3,465.78
Holmstrom Bruce	UB*00957	(blank)	Genl Govt/Facilities	Refund Check 010726-000 5704 Pioneer St	21.00
Holmstrom Bruce Total					21.00
HONEY BUCKETS	223	553842184	Genl Govt/Facilities	11.14.2023-12.11.2023 PW Shop Port-a-Potty	59.79
			Public Works	11.14.2023-12.11.2023 PW Shop Port-a-Potty	989.21
		553823134	Public Works	11.03.2023-11.30.2023 Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					1,422.00
IIMC	231	0231-20231207	Administration	2024 IIMC Renewal - Ferriss	210.00
IIMC Total					210.00
J2 BLUE PRINT SUPPLY	243	AR144992	Public Works	S Royle Rd S 15th St to 5th Way - Final Plans Prints	268.81
J2 BLUE PRINT SUPPLY Total					268.81
JANEAN Z PARKER	2199	213	Public Works	10.2023 Legal Services	2,062.50
			Community Development	10.2023 Legal Services	1,237.50
			Legal	10.2023 Legal Services	5,907.50
JANEAN Z PARKER Total					9,207.50
KAILYN KALLIAINEN	3967	502887718	Genl Govt/Facilities	Business License Refund 502887718	50.00
KAILYN KALLIAINEN Total					50.00
KARL JOHANSSON	3569	21001-31	Public Works	10.2023 YMCA Site Plan	5,642.83
KARL JOHANSSON Total					5,642.83
KILLA BITES	3727	2651	Human Resources	DCP Lunch and Learn Catering	897.37
KILLA BITES Total					897.37
KYSAR AND KOISITNEN INC	3963	1013-1008	Public Works	Abrams Park Pedestrian Bridge Wood Placement	1,087.00
KYSAR AND KOISITNEN INC Total					1,087.00
L.N. CURTIS AND SONS	3075	INV763616	Public Safety	PD Uniforms - Andrew	164.82
L.N. CURTIS AND SONS Total					164.82
LEE KNOTTNERUS	1765	1765-20231114A	Administration	WCIA Training and Board Meeting Meals - Knottnerus	47.40
			Human Resources	WCIA Training and Board Meeting Meals - Knottnerus	31.60
		1765-20231114B	Administration	WCIA Training and Board Meeting Mileage - Knottnerus	115.94
			Human Resources	WCIA Training and Board Meeting Mileage - Knottnerus	77.29
LEE KNOTTNERUS Total					272.23
LEPS-PSS PLLC	3896	3948	Public Safety	Post-COE Psychological Evaluation	450.00
LEPS-PSS PLLC Total					450.00
LINGEMAN VALUATION AND CONSULTING	2273	2023-140	Public Works	Sanfilippo Property Appraisal	1,500.00
LINGEMAN VALUATION AND CONSULTING Total					1,500.00
Magnum Power LLC	UB*00959	(blank)	Genl Govt/Facilities	Refund Check 014284-001 Hydrant Meter 6300 Pioneer St	293.18
Magnum Power LLC Total					293.18
MARIUS L MALATTIA	1817	176	Community Development	10.2023 Design Reviews	525.00
MARIUS L MALATTIA Total					525.00
MARTA L. OCHOA-RUTHERFORD	3396	593	Judicial	11.22.2023 Intrepreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					130.00
MAUL FOSTER ALONGI INC.	834	57201	Genl Govt/Facilities	On-Call Services - Park Laundry	1,216.25
MAUL FOSTER ALONGI INC. Total					1,216.25
MJB CONSULTING INC	3117	2180	Genl Govt/Facilities	07.2023 State Lobbyist	2,750.00
		2208	Genl Govt/Facilities	11.2023 State Lobbyist	2,750.00
MJB CONSULTING INC Total					5,500.00

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MOTION & FLOW CONTROL PRODUCTS INC	2723	8930444	Public Works	PWUTIL Brass Hose Fitting	141.62
MOTION & FLOW CONTROL PRODUCTS INC Total					141.62
MOTOROLA SOLUTIONS INC.	301	8281754133	Public Safety	2 APX6000 Portable Radios - PD New Hires	174.57
		8281754093	Public Safety	2 APX6000 Portable Radios - PD New Hires	12,190.79
		8281743633	Public Safety	Two Batteries for Portable Radios	108.31
MOTOROLA SOLUTIONS INC. Total					12,473.67
NAPA AUTO PARTS	498	396287	Genl Govt/Facilities	LED Spot Light - D. Smith	4.19
				PW Shop Cleaner	9.19
			Public Works	LED Spot Light - D. Smith	79.50
				PW Shop Cleaner	151.91
				Parks Mower Oil Filter	76.46
		398570	Public Works	2023 Ford F150 - PWSTW	34.17
NAPA AUTO PARTS Total					355.42
NATIONAL SAFETY INC	3571	0707502-IN	Genl Govt/Facilities	PW Ops Fuel Storage Cabinet	1,738.27
NATIONAL SAFETY INC Total					1,738.27
NORTHSTAR CHEMICAL INC.	1019	268711	Public Works	Sodium Hypochlorite	721.23
NORTHSTAR CHEMICAL INC. Total					721.23
OTAK INC.	1787	112300523	Community Development	10.2023 Commercial Project Management	7,742.50
		112300471	Public Works	10.2023 Ridgefield Trail Signs	918.41
OTAK INC. Total					8,660.91
PACIFIC OFFICE AUTOMATION	2710	783730	Genl Govt/Facilities	07.2022â€10.2023 PW Ops Copier Usage	81.37
			Public Works	07.2022â€10.2023 PW Ops Copier Usage	1,347.69
			Community Development	07.2022â€10.2023 PW Ops Copier Usage	166.41
PACIFIC OFFICE AUTOMATION Total					1,595.47
PACIFIC OFFICE AUTOMATION - LEASE	1564	81392780	Genl Govt/Facilities	12.2023 Copier Lease - PW Ops	24.60
			Public Works	12.2023 Copier Lease - PW Ops	407.52
			Community Development	12.2023 Copier Lease - PW Ops	50.32
		81346766	Genl Govt/Facilities	11.2023 Copier Lease - CH	607.54
				11.2023 Copier Lease - RACC	159.88
			Public Safety	11.2023 Copier Lease - PD	562.47
			Public Works	11.2023 Copier Lease - PWUTIL	42.10
			Community Development	11.2023 Copier Lease - RACC	447.66
PACIFIC OFFICE AUTOMATION - LEASE Total					2,302.09
Parrish Steve	UB*00883	(blank)	Genl Govt/Facilities	Refund Check 009321-002 125 N 44th Pl	2.40
Parrish Steve Total					2.40
Patterson Christine & Jon	UB*00816	(blank)	Genl Govt/Facilities	Refund Check 013912-000 810 N Raven Dr	2.42
Patterson Christine & Jon Total					2.42
PBS ENGINEERING AND ENVIRONMENTAL	342	0071708.001-9	Public Works	10.2023 Overlook Park Construction Mgmt Services	3,109.06
		0071543.000-31	Public Works	10.2023 Pioneer Street Extension	84,441.43
		0071272.001-7	Community Development	09.2023 Developer Plan Review	13,472.00
		0071069.009-21	Public Works	09.2023 Royle Road Corridor Completion	4,913.00
		0078103.000-3	Public Works	09.2023 Hillhurst St Light & School Flasher	352.50
PBS ENGINEERING AND ENVIRONMENTAL Total					106,287.99
PINK LEMONADE PROJECT	3110	3110-20231207	Genl Govt/Facilities	Taps Beer Reserve Donation to Pink Patch	1,000.00
				Pink Patches Sales Donation	1,290.83
PINK LEMONADE PROJECT Total					2,290.83

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PIONEER FENCE COMPANY	2454	RES-23-0091	Genl Govt/Facilities	Plan Check Fee Refund - 986060320	46.20
PIONEER FENCE COMPANY Total					46.20
PLATT ELECTRIC SUPPLY	766	4076738	Public Works	Overlook Park Outlets	597.44
PLATT ELECTRIC SUPPLY Total					597.44
PORTLAND ENGINEERING INC	2082	12101	Public Works	10.2023 AA003 Ridgefield Services 2023	266.32
PORTLAND ENGINEERING INC Total					266.32
POSTMASTER	348	0348-20231207	Genl Govt/Facilities	Marketing Mail Permit #40	(290.00)
			Public Works	Postage Replenishment - 2023 UB Calendars	1,430.52
POSTMASTER Total					1,140.52
RIDGEFIELD HARDWARE	376	0376-202310	Genl Govt/Facilities	10.2023 Operational Supplies/Tools/ Vehicle Maint.	67.63
			Public Works	10.2023 Operational Supplies/Tools/ Vehicle Maint.	816.11
			Community Development	10.2023 Operational Supplies/Tools/ Vehicle Maint.	19.47
RIDGEFIELD HARDWARE Total					903.21
RIDGEFIELD SCHOOL DISTRICT	378	1002300036	Genl Govt/Facilities	RACC Operating Expense - Janitorial	463.93
				RACC Operating Expense - Electricity	416.49
			Community Development	RACC Operating Expense - Janitorial	1,298.71
				RACC Operating Expense - Electricity	1,165.93
RIDGEFIELD SCHOOL DISTRICT Total					3,345.06
Rotschy Inc.	UB*00960	(blank)	Genl Govt/Facilities	Refund Check 010953-022 Hydrant Meter N 8307 Pioneer St	460.91
Rotschy Inc. Total					460.91
Ruiz Reyes Elizabeth	UB*00958	(blank)	Genl Govt/Facilities	Refund Check 015089-000 127 S 5th Ave	53.76
Ruiz Reyes Elizabeth Total					53.76
Sanchez Tiffany	UB*00891	(blank)	Genl Govt/Facilities	Refund Check 013314-001 2021 N 4th Way	62.95
Sanchez Tiffany Total					62.95
SHELLONI INC.	2861	38371	Public Safety	PD Hats and Logo Printing - King	29.57
		38388	Public Safety	PD Hats and Logo Printing - Wattson	32.54
SHELLONI INC. Total					62.11
SIMPLOT AB RETAIL INC	3893	212122824	Public Works	Parks Spray Tank	1,592.46
SIMPLOT AB RETAIL INC Total					1,592.46
SPRINGBROOK SOFTWARE LLC	3444	INV-015322	Public Works	10.2023 Customer Web Payments	610.92
		CM-000642	Public Works	10.2023 Customer Web Payments	(3,410.27)
		INV-015131	Public Works	10.2023 Customer Payments	3,410.27
SPRINGBROOK SOFTWARE LLC Total					610.92
Steen Jeffrey	UB*00890	(blank)	Genl Govt/Facilities	Refund Check 012203-000 260 N 43rd Pl	3.03
Steen Jeffrey Total					3.03
THE MASTERS TOUCH LLC	1786	P88640	Public Works	11.2023 UB final Bills - Postage	23.55
		88649	Public Works	11.2023 UB Statements	1,028.99
		P88649	Public Works	11.2023 UB Statements - Postage	1,860.69
		88640	Public Works	11.2023 UB Final Bills	87.78
		E88803	Public Works	Rate Increase Letters - Postage	1,604.80
THE MASTERS TOUCH LLC Total					4,605.81
THE PARR COMPANY	964	26676931	Genl Govt/Facilities	Events Banner Install	14.12
		26677302	Genl Govt/Facilities	2023 Circle of Trees Supplies	210.52
		26677357	Genl Govt/Facilities	PWFAC Sawzall Blades	3.20
			Public Works	PWFAC Sawzall Blades	27.44
		26678684	Public Works	Dog Park Fence Repair	19.54

City of Ridgefield

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THE PARR COMPANY	964	26678134	Public Works	Abrams Park Pedestrian Bridge Screws	49.44
		90295921	Public Works	Abrams Park Pedestrian Bridge Screws	69.55
		26678028	Public Works	Abrams Park Pedestrian Bridge Screws	78.33
		26677175	Public Works	Street Sign Hardware	33.60
		26676924	Genl Govt/Facilities	Events Banner Install	13.46
THE PARR COMPANY Total					519.20
THOMAS LAVALLEE	3968	ENG-23-0103	Genl Govt/Facilities	Street Tree Removal Permit Fee Refund - 121080052	150.00
THOMAS LAVALLEE Total					150.00
TIBERIUS SOLUTIONS LLC	3799	1975	Finance	10.2023 TIA Analysis	8,342.50
TIBERIUS SOLUTIONS LLC Total					8,342.50
TOWNZEN & ASSOCIATES INC.	3450	23-119	Community Development	10.2023 Building Plan Reviews	675.00
TOWNZEN & ASSOCIATES INC. Total					675.00
TRAFFIC SAFETY SUPPLY	432	INV065064	Genl Govt/Facilities	2 Flagger Station Lights/Batteries/Flares	(761.75)
			Public Works	2 Flagger Station Lights/Batteries/Flares	9,517.40
		INV065106	Genl Govt/Facilities	PWFAC Cones and Stop/Slow Paddles	46.02
			Public Works	PWFAC Cones and Stop/Slow Paddles	1,691.98
		INV064935	Genl Govt/Facilities	Flagger Station Light & Tripod Stand	3,378.90
	INV064936	Genl Govt/Facilities	Street Sign	(31.49)	
		Public Works	Street Sign	393.49	
TRAFFIC SAFETY SUPPLY Total					14,234.55
TRI MOUNTAIN INVESTORS LLC	3866	2023-30	Public Safety	10.2023 101 Mill St Ste B - Wastewater & Water	118.53
TRI MOUNTAIN INVESTORS LLC Total					118.53
UNIFIRST CORPORATION	3904	2240043034	Genl Govt/Facilities	11.07.2023 PWFAC Uniforms	10.25
				11.07.2023 PW Ops Floor Mats	2.70
			Public Works	11.07.2023 PWFAC Uniforms	74.86
				11.07.2023 PW Ops Floor Mats	44.68
				11.07.2023 PWSTW Uniforms	58.64
				11.07.2023 PWUTIL Uniforms	40.37
			Community Development	11.07.2023 PW Ops Floor Mats	5.51
			2240045086	Genl Govt/Facilities	11.14.2023 Floor Mats - CH
		2240047493	Genl Govt/Facilities	11.21.2023 PWFAC Uniforms	10.25
				11.21.2023 PW Ops Floor Mats	2.70
			Public Works	11.21.2023 PWFAC Uniforms	74.86
				11.21.2023 PW Ops Floor Mats	44.68
				11.21.2023 PWUTIL Uniforms	40.37
				11.21.2023 PWSTW Uniforms	58.64
			Community Development	11.21.2023 PW Ops Floor Mats	5.51
			2240045088	Genl Govt/Facilities	11.14.2023 PW Ops Floor Mats
				11.14.2023 PWFAC Uniforms	10.25
			Public Works	11.14.2023 PW Ops Floor Mats	44.68
				11.14.2023 PWSTW Uniforms	58.64
				11.14.2023 PWFAC Uniforms	74.86
				11.14.2023 PWUTIL Uniforms	40.37
			Community Development	11.14.2023 PW Ops Floor Mats	5.51
			2240043033	Public Safety	11.07.2023 Floor Mats - PD
		2240047492	Public Safety	11.21.2023 Floor Mats - PD	39.52

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UNIFIRST CORPORATION	3904	2240047491	Genl Govt/Facilities	11.21.2023 Floor Mats - CH	16.46
		2240047490	Genl Govt/Facilities	11.21.2023 Floor Mats - RACC	2.76
			Community Development	11.21.2023 Floor Mats - RACC	7.73
		2240043029	Genl Govt/Facilities	11.07.2023 Floor Mats - RACC	2.76
			Community Development	11.07.2023 Floor Mats - RACC	7.73
		2240043031	Genl Govt/Facilities	11.07.2023 Floor Mats - CH	16.46
		2240045085	Genl Govt/Facilities	11.14.2023 Floor Mats - RACC	2.76
			Community Development	11.14.2023 Floor Mats - RACC	7.73
		2240045087	Public Safety	11.14.2023 Floor Mats - PD	39.52
UNIFIRST CORPORATION Total					910.44
US BANK	2237	2412380	Public Works	RIDLTGO17 Bond Interest	155,912.50
				RIDLTGO17 Bond Principal	220,000.00
		2412612	Public Works	RIDLTGO18 Bond Interest	120,175.00
				RIDLTGO18 Bond Principal	285,000.00
US BANK Total					781,087.50
VAIRKKO TECHNOLOGIES LLC	3699	25068	Genl Govt/Facilities	11.2023 PD Scheduling Software	(12.39)
			Public Safety	11.2023 PD Scheduling Software	154.79
VAIRKKO TECHNOLOGIES LLC Total					142.40
VANCOUVER BOLT AND SUPPLY	447	VA-195698	Public Works	PWUTIL Cap Screws	30.33
VANCOUVER BOLT AND SUPPLY Total					30.33
VERIZON WIRELESS	452	9022340271	Public Safety	PD Phone Record Request Fee	50.00
VERIZON WIRELESS Total					50.00
Vigil Karie	UB*00956	(blank)	Genl Govt/Facilities	Refund Check 011130-000 2318 S Cispus Way	90.43
Vigil Karie Total					90.43
W.W.GRAINGER INC.	206	9913466489	Genl Govt/Facilities	PWUTIL Abrams Park CL2 Room Eyewash Station	(31.76)
			Public Works	PWUTIL Abrams Park CL2 Room Eyewash Station	396.84
		9902845883	Public Works	PWUTIL Stopwatch	72.18
		9913466497	Genl Govt/Facilities	PWUTIL Folding Knife	(1.68)
		Public Works	PWUTIL Folding Knife	21.02	
W.W.GRAINGER INC. Total					456.60
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD17360L002	Public Works	SR501 Pioneer St Corridor Plan Reviews	786.04
WA STATE DEPARTMENT OF TRANSPORTATION Total					786.04
WALLIS ENGINEERING PLLC	464	17209	Public Works	10.2023 South Junction Upgrade - Trail Imp	2,497.80
WALLIS ENGINEERING PLLC Total					2,497.80
WALTER E. NELSON COMPANY	3553	1833420	Genl Govt/Facilities	PW Shop Paper Towels	6.64
			Public Works	PW Shop Paper Towels	109.90
WALTER E. NELSON COMPANY Total					116.54
WAPITI NW LLC	2545	40669	Public Works	2021 Ford F-150 76191D - PWSTW	545.89
		40698	Genl Govt/Facilities	2021 Kenworth T400 72007D - PWFAC	415.19
			Public Works	2021 Kenworth T400 72007D - PWFAC	3,561.76
		40680	Public Works	2015 Ford F-350 57232D - PWUTIL	462.52
		40714	Genl Govt/Facilities	2005 Chevy Silverado 69388D - PWFAC	330.89
			Public Works	2005 Chevy Silverado 69388D - PWFAC	2,838.54
		40704	Public Works	2006 Ford F-350 42809D - Parks	1,780.72
		40756	Community Development	2012 Ford F-150 57237D - CDD	1,679.54
WAPITI NW LLC Total					11,615.05

City of Ridgefield

Claims Payment Report

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WELLWORKS FOR YOU	3414	27715	Human Resources	11.2023 Wellness Program	847.86
WELLWORKS FOR YOU Total					847.86
WESTERN EQUIPMENT	2363	8082438-01	Public Works	Parks Mower Parts	45.67
WESTERN EQUIPMENT Total					45.67
WOODLAND SAW AND CYCLE INC.	2223	3286	Genl Govt/Facilities	PWFAC Blower Parts and Fuel Mix	9.47
			Public Works	PWFAC Blower Parts and Fuel Mix	81.19
		3296	Genl Govt/Facilities	PWFAC Blower Repair	17.68
			Public Works	PWFAC Blower Repair	151.64
		3293	Public Works	PWSTW Gator Line and Saw Chains	312.09
		3263	Public Works	PWSTW Blower and Gloves	613.39
WOODLAND SAW AND CYCLE INC. Total					1,185.46
Grand Total					1,359,911.92

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Approval of Minutes from the November 16, 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. 11-16-2023



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
NOVEMBER 16, 2023**

Regular Meeting - 6:30 PM

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

- 1. Washington State Legislative Agenda Update - Steve Stuart, City Manager, Mike Burgess, MJB Consulting**

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

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

Present:

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

- 3. Late changes to the agenda**

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and 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/165/City-Council-Meeting-Audio-Files>.

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT: (UNANIMOUS)

MOVER:	Mayor Pro Tem Rob Aichele
SECONDER:	Council Member Clyde Burkle
AYES:	Mayor Lindsay, Mayor Pro Tem Aichele, Council Member Cole, Council Member Wells, Council Member Onslow, Council Member Chipman, Council Member Burkle

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

V. BUSINESS

1. **Motion - Approval of Washington State Legislative Agenda - Steve Stuart, City Manager, Mike Burgess, MJB Consulting**

The City Council reviewed and discussed 2024 Washington State legislative agenda.

MOTION: MOVED TO APPROVE 2024 WASHINGTON STATE LEGISLATIVE AGENDA.

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

2. **Second Reading of Ordinance No. 1411 - 2024 Property Tax Levy and Revenues - Kirk Johnson, Finance Director**

The 2024 budget includes a statutory maximum 1% increase in the current property tax levy exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, and annexations that have occurred, and including any refunds made. The Implicit Rate Deflator (IPD) Exceeds 1% for Setting 2024 Property Taxes: The IPD inflation rate as of September 25, 2023 is 3.67%. This means all taxing districts with populations of 10,000 or greater can take the full 1% levy increase in 2024 without adopting a resolution/ordinance of "substantial need." The 2023 regular levy amount was \$2,193,906. The statutory 1% increase would raise the property tax levy by \$21,939. In addition to the 1% increase, the Clark County Assessor's office has preliminary estimates showing the City's assessed value for new construction will add approximately \$168.2 million to the City's assessed value, adding approximately \$109,508 in property tax revenue. The Department of Revenue is still in the process of valuing state assessed utilities. These numbers should be available shortly. The value of the 2023 tax roll for state assessed utilities was \$19.6 million. To date, the estimated 2024 taxable assessed value for Ridgefield is \$3,811,838,441. The Assessor must certify the assessed values by November 14, 2023. The City must hold a revenue hearing and certify a property tax levy to the County by November 30, 2023. The City's current forecast for the 2024 property tax levy is \$2,340,000, an increase of \$131,000 from the amended 2023 budget. The estimate is for the City of Ridgefield levy amount to be 61.2 cents per \$1,000 assessed value a decrease of 3.9 cents from the 2023 levy amount. The 2024 General Fund operating expense budget has increased 9.6% over the 2023 operating expense budget to account for contractual and inflationary increases and an increase in 6 full-time positions. Current inflation indexes for the City are 3.5% in June 2023 compared to one year prior. Adoption of the 1% property tax levy increase does not match current inflation, but the increase is needed to maintain a balanced budget.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1411 AS PRESENTED.

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

3. Second Reading of Ordinance No. 1412 - 2024 Water Utility Rate Code Amendment - Kirk Johnson, Finance Director

City staff conducted an updated comprehensive rate study in 2023 to determine the revenue requirements for the next 10 years in the water fund. The study reviews estimated expenses for operations, capital, and reserve requirements to fund the water utility. The rate model that has been developed out of the periodic rate studies is updated annually as part of the budget process. The study concluded that the water rates should be increased annually by an inflationary factor of 3% to insure the water fund can meet ongoing obligations to maintain the water system. The rate analysis analyzes expenses and revenues for the next 10 years for the Water Utility. Factors included assumptions for inflationary cost escalators, labor agreements, capital facility plans and growth assumptions. As a result of the update to the rate model, it was determined that rates for 2024 should increase at a minimum inflationary rate of 3%. Inflation is expected to continue at a higher than normal level through 2023. As a result of the growth in accounts and water usage, staff have calculated the rate increase can be maintained at the minimum inflationary rate of 3%. The city has been able to limit rate increases over the past several years due to the rapid growth in the customer base. Rates have not increased in 4 of the past six years with the only increase in January 2020 at 1.5% and January 2023 at 3%. For a household using an average of 1,600 cf of water, the rate increase would be approximately \$2.07 per bi-monthly billing cycle including utility tax. Due to the recommended rate increase and projected usage in 2024, rate revenue is expected to increase 7.9% over the amended 2023 budget. Expenses for the water utility fund are expected to increase 3% in 2024 over the amended 2023 budget. The water fund has several high priority capital infrastructure projects moving into construction over the next few years. City reserve policies also require 5% of rate revenues being set aside into a reserve fund for repair and replacement of existing water system infrastructure. The 2024 proposed budget currently shows a small surplus that will be used in future years for repair and replacement projects along with the new capital projects. The Budget Advisory Committee is recommending we implement the 3% increase in the rate. This increase is lower than the West Region Average Consumer Price Index for Urban Consumers (CPI-U) for the twelve months July 1, 2022 through June 30, 2023. The CPI-U was 3.5% for this time period. A 3% increase, together with the projected account growth due to new development, is proposed to maintain a financially healthy utility and complete needed capital maintenance projects.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1412 AS PRESENTED.

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

4. Second Reading of Ordinance No. 1413 - 2024 Storm Water Utility Rate Code Amendment - Kirk Johnson, Finance Director

The public storm water collection and treatment systems located within the City of Ridgefield must be

maintained and repaired by the City's Public Works Department. The Storm Water Utility was created in 2005 with the plan that the fees charged would be used to perform the required long-term management, maintenance and repair to the storm water systems, providing good stewardship of the environment, while correspondingly reducing the financial burden on the City's General Fund. Ordinance No. 1413 provides an amendment to the rate structure and a step toward generating the necessary revenue to assist in funding the Storm Water Utility. The City will be required to provide additional storm water treatment, inspection and compliance measures due to the population growth and NPDES Phase II Municipal Storm Water permit requirements beginning in 2024. As a result, staff have been proactively increasing maintenance to the storm water treatment system to be able to meet the new requirements of the future permit. Expenses have significantly increased over the past few years and the city uses a rate model to forecast revenue requirements to meet the operating and capital expense needs of the utility. The City conducted a comprehensive rate study in 2023 to determine the revenue requirements for the next 10 years for operations and capital. The study provided two options for council consideration. The first option was to increase rates \$3.00 per EDU to \$24.00 bi-monthly and to implement a system development charge at \$935 per EDU. The second option was to increase rates \$3.80 per EDU to \$24.80 bi-monthly with no system development charge. The council directed staff to bring option two back for final consideration. Staff continue to identify potential grant opportunities and/or low-cost loans to help fund the capital projects. The City obtained a \$2.4 million Public Works Board loan to finance the construction of 4 high priority storm water projects in the downtown core in 2024. The 2024 expense operating budget is expected to increase 12% over the 2023 operating budget. The 2024 operating budget when compared to the 2020 operating budget has increased 121% due to the additional storm water treatment requirements. The main reasons for the increase is the additional personnel and equipment required to meet the compliance needs for storm water drainage management. In addition, the storm water capital budget will increase by 211% in 2024. The rate increase is necessary to fund operations and capital requirements for the Storm Water fund. Rate revenue is expected to increase 22.5% due to growth in accounts and the recommended rate increase. The City is budgeting a Department of Ecology grant for \$130,000, available to be used in 2024-2025 for assistance in meeting compliance requirements as part of the new Storm Water Phase II permit. Ordinance No. 1413 proposes a \$3.80 per bi-monthly billing increase, per Equivalent Dwelling Unit (EDU). The 2024 rate would be increased to \$24.80 per EDU.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1413 AS PRESENTED.

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

5. Motion - Approval of Interlocal Agreement with Clark-Cowlitz Fire Rescue on Voluntary Mitigation Related to Ordinance 1410 - Kirk Johnson, Finance Director

The City Council tasked staff with reviewing and analyzing the potential use of a new financing tool, Local Tax Increment Financing, to complete critical infrastructure projects in Ridgefield. The City has completed a project analysis report, conducted multiple public briefings and council presentations on the Ridgefield Tax Increment Area (TIA). In addition, staff have met with all taxing districts affected by the implementation of the TIA, the Ridgefield Chamber of Commerce, private developers, and partner agencies. Clark-Cowlitz Fire Rescue (CCFR) presented concerns to the City Council and staff about the impact of the TIA. The City Council and CCFR Board of Commissioners held a joint public meeting on September 13, 2023 to discuss the concerns and potential impacts of the TIA. The City continued to work

with CCFR to come to an agreement on voluntary mitigation steps as presented below. The CCFR Board of Commissioners asked for the voluntary mitigation to be memorialized in an interlocal agreement. The City Council adopted Ordinance No. 1410 on November 2, 2023, including the language for the voluntary mitigation. The interlocal agreement was presented to City Council for discussion and consideration.

MOTION: MOVED TO APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD AND CLARK-COWLITZ FIRE AND RESCUE CONCERNING VOLUNTARY MITIGATION RELATED TO RIDGEFIELD ORDINANCE NO. 1410, AS PRESENTED, AND AUTHORIZE THE CITY MANAGER, FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS MOTION TO EXECUTE AND ENTER INTO THE INTERLOCAL AGREEMENT.

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

6. Motion - Approval of Purchase and Sale Agreement for Property 8004 S 5th Street - Kirk Johnson, Finance Director

The city's water capital facilities plan identified the need for a water reservoir on the east side of the city. Council approved a budget line item for \$1.5 million for the east side reservoir. Staff located suitable property on the north side of S 5th Street north of the Union Ridge Business Park. The parcel is 5.33 acres, parcel number 214234000, address 8004 S 5th Street. The reservoir is needed to support the water capacity and fire flow needs for the next 20-years as the city continues to grow. The property the city identified was placed on the market by the seller, and the city began negotiations to purchase and/or acquire it under the threat of condemnation. The seller chose to negotiate and came to an agreement with the city on a price point of \$1.625 million which matched the appraised value the city commissioned plus any applicable closing costs. The original listing price was \$1.86 million. The water utility capital fund has additional unspent funds for separate capital projects that can be reallocated to cover the funding needs for this project without the need for a budget amendment. Pending approval of the purchase and sale agreement, the city will issue a request for qualifications to begin design of the east side reservoir with construction slated to occur in 2025.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT FOR THE PROPERTY LOCATED AT 8004 S 5TH STREET, PARCEL 214234000.

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

7. Second Reading of Ordinance No. 1409 - The Crossing Phases 1-3 Plat Alterations - Claire Lust, Community Development Director

The City Council held a public hearing on the proposed plat alterations on October 12, 2023. No public testimony was received. Council heard presentations from staff and the applicant's representative on the proposed plat The Crossing Phases 1-3 Plat Alterations (PLZ-23-0034-0036) Council Staff Report November 16, 2023 Page 5 alterations. The applicant's representative described the proposed change from HOA

ownership as necessary to obtain HUD financing for the project. The council posed follow-up questions for the applicant: 1. Is there any mechanism in the HUD financing that assures affordability? 2. How are the savings achieved through HUD financing passed on to renters? The applicant’s representative responded to these questions in a letter dated October 30, 2023.

The City Council conducted a discussion.

MOTION: MOVED TOP ADOPT ORDINANCE NO. 1409 AS PRESENTED.

RESULT: (5-2)
MOVER: Council Member Burkle
SECONDER: Mayor Pro Tem Aichele
AYES: Mayor Pro Tem Aichele, Council Member Wells, Council Member Onslow, Council Member Chipman, Council Member Burkle
NAYS: Mayor Lindsay, Council Member Cole

8. Motion - Approval of Interlocal Agreement between and among Clark County and the cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, and the town of Yacolt for cooperative climate planning - Claire Lust, Community Development Director

House Bill 1181, adopted in 2023, requires counties and cities planning under the Growth Management Act (GMA) to include a climate element as part of their periodic comprehensive plan updates. For jurisdictions with a population greater than 6,000 both a climate resilience subelement and a greenhouse gas emissions reduction subelement are required. Ridgefield is required to include both subelements in our 2025 comprehensive plan update. Due to the regional nature of climate impacts, planning staff from Clark County and each of its constituent cities and towns (except Vancouver) desire a cooperative approach to collecting the baseline greenhouse gas emissions and climate resiliency data that will inform local climate planning goals and policies. The County will hire a consultant team to perform the baseline data collection and initial analysis, and through this agreement each of the cities would pay a proportionate share of the fees associated with this work. This approach would create time and cost efficiencies for individual jurisdictions and ensure we are working from a shared understanding of existing conditions. This interlocal agreement would cover the baseline data collection and initial analysis only. City staff would then work with our own comprehensive plan consultant team to integrate discussion of these results into our own public participation process, including conversations with Council. Ultimately, the 2025-2045 comprehensive plan will include climate goals and policies that are meaningfully tailored to Ridgefield but also based on the same data as the goals and policies developed by our regional partners.

MOTION: MOVED TO APPROVE THE INTERLOCAL AGREEMENT WITH CLARK COUNTY FOR COOPERATIVE CLIMATE PLANNING.

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

9. Motion - Approval of The Reserve at Seven Wells (Phase 6) Final Plat - Claire Lust, Community Development Director

The Ridgefield Hearing Examiner approved the preliminary plat for Ridgecrest Planned Unit Development

(PUD) on November 10, 2016. The project is also subject to the July 27, 2017 development agreement made between the City of Ridgefield and the Developer. The subdivision is now known as Seven Wells Estates. Phase 6 was identified as 63-lot area in the northwest corner of the development. It is adjacent to South Royle Road to the west, an undeveloped 14-acre parcel to the north, and critical area and open space tracts to the south and east between Phase 6 and the rest of Seven Wells Estates. On October 28, 2022 staff approved a post-decision review (PDR) application for Phase 6. The PDR reduced the area and width of twelve lots in Phase 6 consistent with the PUD provisions in RDC 18.401.100 and increased the area of other lots to maintain the total number of lots (63) and overall layout of the phase. The Phase 6 (The Reserve) final plat proposal is to subdivide Assessor's Parcel #215597000 into 63 single-family residential lots. The minimum lot area is 4,444 square feet, the maximum lot area is 11,244 square feet, and the average lot area is 7,120 square feet consistent with the preliminary PUD and the 2022 PDR. Phase 6 is designed as a private community, with a series of private roads accessed from S Royle Road , the nearest public street. All roads are to be owned and maintained by the HOA, with an ingress, egress, and inspection easement over all public utilities and apparatuses granted to CRWWD and CPU. The community will be gated, as is required for private communities exceeding eight lots by the Ridgefield Engineering Standards for Public Works Construction. Due to the single point of vehicular access to the site, Clark Cowlitz Fire Rescue will require all homes to have fire sprinklers. Staff recommends City Council approve The Reserve at Seven Wells (Phase 6) Final Plat subject to conditions of approval.

MOTION: MOVED TO APPROVE THE RESERVE AT SEVEN WELLS FINAL PLAT AS CONDITIONED.

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

10. Motion – Approval of Paradise Pointe Phase 3 Final Plat - Claire Lust, Community Development Director

The project is subject the Brown Development and Pre-Annexation Agreement (October 18, 2016), as amended on August 10, 2023. The Hearing Examiner approved the preliminary plat for the Paradise Found Planned Unit Development (PUD) via final order on December 31, 2018. The approved preliminary plat had 296 single-family residential lots. On March 22, 2023 staff approved a post-decision review reconfiguring the layout of the PUD but maintaining a total of 296 lots. A minimum lot area of 7,079 square feet and a maximum lot area of 13,000 square feet were approved through the PDR. The project has since been renamed to Paradise Pointe. Phase 3 is in the southeast corner of the site, adjacent to N Royle Road to the east, the east-west collector through Paradise Pointe to the north, the future Paradise Pointe community park to the west, and undeveloped low density residential parcels to the south. The Paradise Pointe Phase 3 proposal is to subdivide Assessor's Parcel #213070000 into 82 single-family detached residential lots. The lots range from 7,078 square feet (Lot 74) to 10,257 square feet (Lot 81). The average lot area is 7,276 square feet. The minimum lot area approved through the preliminary PUD and enumerated in Plat Note 10 is 7,079 square feet. As a condition of approval, the applicant shall increase the minimum lot area to 7,079 square feet prior to obtaining City signatures on the final plat mylar. Staff recommends City Council approve the Paradise Pointe Phase 3 Final Plat including removal of the UH-10 zoning overlay subject to the conditions of approval.

MOTION: MOVED TO APPROVE THE PARADISE POINTE PHASE 3 FINAL PLAT AS CONDITIONED.

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

VI. PUBLIC HEARING/BUSINESS

1. Public Hearing and First Reading of Ordinance No. 1414 - Lahti Property Comprehensive Plan Amendments - Claire Lust, Community Development Director

The Lahti property is located at 5145 Pioneer Street. The site is 33.19 acres and is zoned Employment (E). Surrounding zoning and uses include:

- Commercial Regional Business (CRB) land to the north across Pioneer Street, with mixed commercial development proposed as the Union Ridge Town Center and Ridgefield Gateway projects.
- CRB land to the east occupied by the Vancouver Clinic. Staff Report: Lahti Property Comprehensive Plan Amendments Page 2 November 16, 2023
- Employment land to the east developed with light industrial uses.
- Employment land to the south under development as the Pac Trust industrial center.
- Employment land immediately to the west with a stormwater facility.
- Commercial Community Business (CCB) land to the west developed as the Discovery Ridge commercial center.

On August 24, 2023, City Council adopted Ordinance No. 1407 removing the Ridgefield Mixed Use Overlay (RMUO) from the Lahti property. The purpose of this action was to begin facilitating development of a medical office on the northeast portion of the property. At the time of the RMUO removal, the applicant indicated their intent to subsequently go through a comprehensive plan amendment to re-designate the western portion of the site from Employment to Commercial to facilitate future commercial development. The first component of this proposal is to change the zoning on the western portion of the site from Employment (E) to Commercial Community Business (CCB). In order to achieve this zone change, a comprehensive plan amendment is also required to change the underlying comprehensive plan designation from Employment (EM) to General Commercial (GC). The second component of this proposal is to remove a planned segment of S 3rd Way from the Capital Facilities Plan (CFP). In the project narrative, the applicant states that the proposed change from Employment to Commercial would create a more consistent commercial corridor along Pioneer Street, with the opportunity to develop easily accessible commercial services for the community. The stated purpose of the proposed CFP revision is to preserve continuity for the on-site stream corridor while still supporting anticipated traffic volumes.

MAYOR LINDSAY OPENED THE PUBLIC HEARING: 7:59PM

Public hearing comments received during a public hearing can be heard on the City's website <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

MAYOR LINDSAY CLOSED THE PUBLIC HEARING: 8:04PM

MOTION: MOVED TO WAIVE THE SECOND READING AND ADOPT ORDINANCE NO. 1414 AS PRESENTED.

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

2. Public Hearing and First Reading of Ordinance No. 1415 - 2024 Proposed Budget - Kirk Johnson, Finance Director

The 2024 budget represents the proposed fiscal plans for the City of Ridgefield for calendar year 2024. It took the collaborative efforts of the Budget Advisory Committee, City Council, senior management, staff, and citizen input to develop and create the budget. Meetings were held throughout the budget development process to discuss the budget in more detail and to ensure understanding. These meetings included three Budget Advisory Committee meetings, which were held on August 15h, September 19th, and October 17th. The City also conducted two City Council work sessions, which were held on August 27th, and September 24th, and one presentation on October 26th. Input and feedback gained throughout this process was reviewed and incorporated into the budget as appropriate. Copies of the budget have been made available to the Budget Advisory Committee, City Council, senior management, and staff for review as updates were made throughout the process. A proposed draft of the budget was made available to the public on the City's website on November 1, 2023.

MAYOR LINDSAY OPENED THE PUBLIC HEARING: 8:10PM

No testimony was received.

MAYOR LINDSAY CLOSED THE PUBLIC HEARING: 8:10PM

First reading conducted.

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/165/City-Council-Meeting-Audio-Files>.

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Onslow - Attended Tree Planting Event, Wine Walk Event with Mayor Lindsay, Christmas Tree Lighting at Ilani, Veterans Day Ceremony at Overlook Park, All Hands Staff Meeting with City Employees, C-TRAN Meeting, City Manager Briefing, Union Ridge Thanksgiving Lunch.

Council Member Burkle - Attended Union Ridge Thanksgiving Lunch, City Manager Briefing, All Hands Staff Meeting with City Employees, Veterans Day Ceremony at Overlook Park, Christmas Tree Lighting at Ilani, Port of Ridgefield Meeting.

Mayor Pro Tem Aichele - Attended AWC District 5 Meeting in Longview WA, Ilani Groundbreaking for a New Restaurant Called Rock & Brew, RMS Board of Directors Meeting, RMS Retreat Meeting, Christmas Tree Lighting at Ilani, All Hands Staff Meeting with City Employees, Ridgefield Chamber of Commerce, City Manager Briefing, Port of Ridgefield Meeting.

Council Member Wells - Attended AWC District 5 Meeting in Longview WA, Ilani Groundbreaking for a

new Restaurant Called Rock & Brew, Christmas Tree Lighting at Ilani, City Manager Briefing.
Council Member Chipman - Attended many of the same meetings, wine walk event, Veterans Day Ceremony at Overlook Park.
Council Member Cole - Attended Realtor Foundation Grant Reception, School District Board Meeting, Kudos to Ridgefield Sports and good luck.

2. Mayor

Attended 3rd Grade Government Project and Mayor Interview at South Ridge. CCF&R Board Meeting.

3. City Manager

City Manager Steve Stuart - Congrats to Council that put their name on the ballot and re-election, attended the Veterans Day Ceremony at Overlook Park, and the All Hands Staff Meeting on LEAN training.
Public Works Director Chuck Green - Overlook Park and Splash Pad update provided.
Deputy City Manager Lee Knottnerus - Make a Difference Month update provided. Hometown Celebration is December 2nd.

IX. ADJOURN

8:32PM

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Declaring Certain Property as Surplus and Authorizing its Disposition

GOVERNING LEGISLATION

RCW 35A.11.010 - Rights, Powers, and Privileges
City of Ridgefield Financial Policy #09: Capitalization of Assets

PREVIOUS COUNCIL ACTION TAKEN:

Council routinely takes action to surplus certain property to execute its sale or disposal

SUMMARY/BACKGROUND:

City staff are requesting the items listed on the attached Exhibit A to be surplus and sold or disposed of. Many of the items are obsolete and no longer in use by the city. Two items have offers to purchase. The jetter trailer can be sold to the City of La Center for \$4,000. The Network Switch (US-48-500W) has an offer of \$200 from our IT provider. The weapons will be sold/traded in to a firearms dealer for cash or credit on new purchases. The Decatur radar trailer is no longer operational, and the manufacturer does not provide parts to repair. The trailer will be disposed of and replaced in 2024.

The attached exhibit A is a list of surplus equipment staff would like to try and sell on the online auction site and/or dispose of. A public hearing is not required to surplus this property per RCW 39.33.020 and AGO 1997 No. 5, and RCW 35.94.040. RCW 39.33.020 requires a public hearing for surplus of property over \$50,000 in value for all intergovernmental transfers. RCW 35.94.040 requires a public hearing for surplus property over \$50,000 in value for the surplus of property originally purchased for a utility. The current property does not meet either of these criteria.

BUDGET/FINANCIAL IMPACTS:

The estimated surplus value is approximately \$6,400 and would be posted to the fund responsible for the original purchase.

RECOMMENDED ACTION OR MOTION:

Council can approve the surplus as presented by making the following motion:
"I move to approve the consent agenda as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Exhibit A 2023 Surplus - Nov 2023

Asset #	Department	Item description	License #	VIN/Serial #	Mileage/Hours	Value	Condition	Notes	
Public Works Vehicles/Equipment									
00032	Public Works	2012 Decatur Radar Trailer				\$ -	No longer operational.		
00048	Public Works	Jetter Trailer				\$ 4,000.00	La Center would like to purchase.		
		Miscellaneous	Model #	Serial #	Type	Caliber or Gauge	Value	Condition	Notes
	CDD	Grey filing cabinets					\$ 100.00	Fair condition	4 filing cabinets measuring 18.25" W x 29" H x 26.5" D. They do not come with the keys to lock it
	Admin	iPhone 7 Plus		3.59477E+14			\$ 50.00	Used	Rose Gold 32GB/IME
	Admin	iPhone XR		DX3F34TZKXKV			\$ 50.00	Used	Blue 64GB
	Admin	iPhone XR		DX3F3548KXKV			\$ 50.00	Used	Blue 64GB
		Police Department	Model #	Serial #	Part#	MAC ID#	Value	Condition	Notes
	PD	12 Police Helmets (7 attachable visors)		N/A			\$ 300.00	Used	Estimate based on market research
	PD	Allen Camo Rifle Bag		N/A			\$ 35.00	Used	Estimate based on market research
	PD	7 Cold Steel Police Batons		91NP26Z			\$ 200.00	New	Estimate based on market research
	PD	HP LaserJet P2035 Printer		VNB3B75264			\$ 25.00	Used	
	PD	HP LaserJet Ink (Black)		CF210A			NA	New	
	PD	HP LaserJet Ink (Cyan)		CF211A			NA	New	
	PD	HP LaserJet Ink (Yellow)		CF212A			NA	New	
	PD	Coast to Coast Computer Products Toner Cartridge		PGCE505ADS			NA	New	Compatible with HP LaserJet P2030/P2035/P2035N/P2050/P2055D/P2055DN/P2055X
	PD	Ricoh Print Cartridges		MP C3503			NA	New	2 black, 1 cyan, 1 magenta, 1 yellow
	PD	Lexmark MS810dn Printer		40636C66032VW			NA	Used	
	PD	Zebra GK420t Label Printer		AK18178-2 29J144900129			NA	Used	
	PD	Topaz Systems		T-LBK462-HSB-R			NA	Used	
	PD	Zebra AK18178-2 Vehicle		XXRVJ133007281			NA	New	
	PD	5 Rolls of Zebra Label		10005851			NA	New	4x2in
	PD	Zebra RW 420 Mobile		R4D-OUBA XXRCJ123800099			NA	New	4x2in
	PD	Ricoh Refill Staple		505R-SA			NA	New	Type T
	PD	Zebra 6000 Wax Ribbon		0600GS11007			NA	New	110x74mm
	PD	15 Photo Frames		N/A			NA	New	8x10in matted to 5x7in
	PD	3 Photo Frames		N/A			NA	New	5x7in
	PD	Photo Frame		N/A			NA	New	8.5x11in
	PD	4 Plastic Paper Holders		N/A			NA	Used	With suction cups
	PD	Wireless Access Point (AP-AC-PRO)		1628K802AA8C30B1F			\$ 50.00	New	
	PD	Network Switch		168237653			\$ 200.00	New	
	PD	Network Switch (US-48-		19040BD7483C24E2C6B			\$ 200.00	New	Elcor
	PD	Unifi Security Gateway		1838KB4FBE48E5B7F			NA	Used	
	PD	iPhone SE		FFPDRJK8PLJM			\$ 25.00		
		Police Department - Firearm Return	Model #	Serial #	Caliber	Case Number	Value	Condition	Notes
	PD	S&W Revolver		N/A		CZA0680	357 MAG	20000794	\$ 200.00
	PD	S&W Revolver		N/A		83649	357 MAG	22001651	\$ 400.00
	PD	Glock		N/A		BHMY640	9MM	22001778	\$ 250.00
	PD	Lower Receiver		N/A		N/A	5.56/.223	22000122	\$ -
	PD	Aero Lower Receiver		N/A		M4-0079885	5.56/.223	20000164	\$ 50.00
	PD	Aero Lower Receiver		N/A		M4-0079866	5.56/.223	20000164	\$ 50.00
	PD	Stevens Model 320		N/A		178308H	12 Gauge	19000220	\$ 100.00
	PD	80% AR-15		N/A		N/A	0.223	22000122	\$ 50.00
	PD	AK-47 Upper		N/A		N/A	7.62X39	22000122	\$ -

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Motion - Award Consultant Contract for the Waterfront Park Master Plan

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
Title 35A Optional Municipal Code
Title 39 - Public Contracts and Indebtedness, and
City Financial Policy #04: Procurement of Goods & Services

PREVIOUS COUNCIL ACTION TAKEN:

Approval of Interlocal Agreement With the Port of Ridgefield for Specialized Services and Public Works Construction (November 2, 2023)
Approval of 2023 Parks Capital Budget

SUMMARY/BACKGROUND:

The City and Port of Ridgefield have both had long range plans for the creation of a community waterfront park for decades. With the Pacific Wood Treating cleanup and railroad overpass construction complete, and redevelopment of the port-owned waterfront land imminent, now is the time for the Waterfront Park planning work to begin in earnest. The Waterfront Park Master Plan is a shared partnership between the Port of Ridgefield and the City of Ridgefield.

The City, in coordination with the Port, developed and advertised a Request for Qualifications (RFQ) to create a Waterfront Park Master Plan. Two Statements of Qualification were received, one from the team of Walker Macy with Maul, Foster and Alongi, and the second from the Otak team with DOWL. A joint City and Port evaluation team reviewed both submittals based on several evaluation criteria, including

- Firm Profile
- Key Personnel qualifications and availability
- Recent Experience with Similar Projects, including experience with park master planning, projects where multiple entities are partners, familiarity with the Port and City of Ridgefield and waterfront-related issues. familiarity and experience with shoreline management setbacks and riparian habitat assessments.
- Experience with Washington State and Federal grant sources
- Project approach and understanding of project needs; and
- References.

After a thorough review of both submittals, Walker Macy was selected as the firm to provide the park master planning services.

The services will include:

- Project Management and Coordination
- Public Outreach
- Master Planning
- Environmental and Permitting Coordination, and
- Funding and Grant Assistance.

The consultant scope includes initial meetings with the Parks Board and City Council in a combined Study Session, and a meet and greet with the Port Commission occurring as part of the consultant's initial site visit for data collection and photographs. The consultant will develop a community engagement plan to guide public outreach throughout the process.

The Master Planning process includes developing two (2) site plan concepts for review as well as development of the draft and final Master Plan for final action by the Port Commission and City Council.

The total contract amount is \$100,000 including expenses.

BUDGET/FINANCIAL IMPACTS:

Both the City and the Port of Ridgefield have each budgeted \$50,000 toward this project for a total of \$100,000. The contract award is within that budgeted amount.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item.

A suggested motion is "**I move to award the professional services contract for the Waterfront Park Master Plan to Walker Macy in an amount not to exceed \$100,000.**"

STAFF CONTACT: Corey Crownhart, Park Manager

ATTACHMENTS:

1. 231120_Ridgefield-Waterfront-Park_Master Plan_ScopeFee

November 20, 2023

Corey Crownhart, MSML
Parks, Trails, and Recreation Manager
City of Ridgefield
487 S 56th Place
PO Box 608
Ridgefield, WA 98642

RE: Ridgefield Waterfront Park Master Plan
Proposal Number P3993.01

Dear Corey,

We appreciate the opportunity to submit the following proposal for providing landscape architectural services for the Ridgefield Waterfront Park Master Plan.

PROJECT UNDERSTANDING AND TEAM ROLES:

1. The project includes master planning of the Ridgefield Waterfront Park including identification of park and open space program elements, architectural amenities, circulation, parking and other facilities.
 - Program elements may include, but are not limited to, circulation, water access, event lawn and/or amphitheater, playgrounds, restrooms, storage, planting, and art.
 - Project site is a remediated brownfield site with a protective cap layer. The conditions of the site's restrictive covenant may limit program and/or impact constructability.
2. The following sub consultants are included in this proposal and will be contracted directly to Walker Macy:
 - Civil Engineering: Maul Foster Alongi (MFA)
 - Environmental Engineering Support: MFA
 - Communications/Engagement Support: MFA
 - Architect: JTRA
 - Cost Consulting: DCW Cost Management.
3. Optional sub consultants:
 - Grant-writing Support: MFA
4. Walker Macy's role will be to lead the master planning of Waterfront Park, manage the project and coordinate the work of the consultant team, and represent the project to the City of Ridgefield, the Port of Ridgefield, and the public. We will contract directly with the City of Ridgefield (client). The City of Ridgefield and Port of Ridgefield will co-manage the process (client group). We will work with the City of Ridgefield, the Port of Ridgefield, and the design team during the effort to ensure a comprehensive approach to the work.

5. The team's civil engineer will provide preliminary site civil analysis of key considerations to inform exploration of concept options/preferred concept, review of cost estimate, and development of site civil narrative overview to be included in final master plan.
6. The team's cost estimator will provide cost estimate based on the preferred concept plan to be included in final master plan and used to inform phasing decisions (if required).
7. The team's environmental engineer will provide preliminary guidance regarding site remediation impacts (restrictive covenant) on master plan programming & concepts and review of cost estimate.
8. In partnership with the client group and Walker Macy, the team's communications and community engagement specialist will help develop the public outreach strategy with the client group and support ongoing outreach efforts.
9. The team's architect will provide preliminary building program and functional requirements to inform master plan programming and concept options and review of cost estimate.
10. Consultants who are contracted directly to the client (geotechnical engineer, arborist, etc.) will be available to provide assistance to us during the project.

SCOPE OF WORK:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Project Management and Coordination

- 1.1. Attend one (1) initial start-up meeting (virtual) with client and design team to discuss scope, budget and schedule.
- 1.2. Review project background material made available to Walker Macy.
- 1.3. Attend one (1) site visit (in-person) to review and photograph existing conditions.
- 1.4. Attend up to eight (8) meetings with client and design team to review design efforts and to coordinate our work group (virtual).
- 1.5. Attend up to three (3) project steering committee meetings for client group oversight and direction (virtual).
- 1.6. Ongoing project management and design team coordination.

2. Public Outreach (Concurrent with Master Planning Task)

- 2.1. Design team will develop public outreach strategy/process, activities, and work plan with client group.
- 2.2. Attend one (1) joint meeting (virtual) of City Council and Parks Board to solicit initial input regarding public outreach process and project goals.
- 2.3. Attend one (1) meeting (in-person) with Port Commission to solicit initial input regarding public outreach process and project goals. This meeting will be combined with or coordinated to occur on same day as another in-person meeting in Ridgefield.
- 2.4. Client group and design team will co-facilitate the public outreach process. Client group will facilitate outreach venues, online surveying and communications/outreach for invitations, and

special and pop-up events. Design team will provide presentations and facilitate feedback during community meetings.

2.5. Attend up to three (3) stakeholder interviews (virtual) with key project stakeholders.

2.6. Community Meeting #1 - Vision and Values

2.6.1. Attend one (1) public meeting (in-person) with client and community members to solicit initial input regarding design principles, program, design features, and other considerations for master plan.

2.6.2. Provide materials for presentations by client group staff to Park Board, City Council, and Port Commission meeting to present results of Community Meeting #1 and solicit feedback.

2.7. Community Meeting #2 - Preliminary Concepts

2.7.1. Attend one (1) public meeting (in-person) with client and community members to present two alternative site plan options and solicit feedback.

2.8. Community Meeting #3 - Preferred Concept

2.8.1. Attend one (1) public meeting (in-person) with client and community members to present preferred site plan option and solicit feedback.

2.9. Special Events and Online Outreach

2.9.1. Provide project graphics and narrative to support additional outreach by client group including online surveying via Ridgefield Roundtable or similar, special events, or pop-up events. Assume graphic materials are derivatives of master plan graphics.

3. Master Planning

3.1. Develop two (2) alternative site plan concepts and supporting graphic materials as needed to describe concepts.

3.2. Provide materials for presentations by client group staff to Park Board, City Council, and Port Commission meetings to present alternative site plan concepts and solicit feedback (virtual).

3.3. Refine alternatives to one (1) single preferred site plan option.

3.4. Attend one (1) Park Board, one (1) City Council, and one (1) Port Commission meeting to present preferred site plan concept and solicit feedback (virtual).

3.5. Attend two (2) meetings with parks maintenance staff for review/feedback (virtual).

3.6. Provide Draft Master Plan Submittal with the following deliverables:

- Illustrative color site plan
- Illustrative sections, elevations, or precedent images as needed to describe design concepts
- Diagrams as needed to describe design concepts
- Master Plan narrative with project background, project goals and priorities, program of requirements, site analysis, summary of community input process and results, summary of proposed program/design features, and preliminary statement of maintainability.
- Civil engineering narrative and diagram as needed with preliminary approach to site earthwork and utilities to inform preliminary and preferred site plan options, cost estimate, and phasing plan.

3.7. Based on feedback received, we will refine the document and provide a Final Master Plan Submittal with the following deliverables:

- Illustrative color site plan
- Illustrative sections, elevations, or precedent images as needed to describe design concepts

- Diagrams as needed to describe design concepts
- Master Plan narrative with project background, project goals and priorities, program of requirements, site analysis, summary of community input process and results, summary of proposed program/design features, and preliminary statement of maintainability.
- Civil engineering narrative and diagram as needed with preliminary approach to site earthwork and utilities to inform preliminary and preferred site plan options, cost estimate, and phasing plan.
- Cost Estimate and Phasing Plan based on preferred site plan option (if multiple phases are required).

4. Environmental and Permitting Coordination

- 4.1. Develop permitting 'roadmap' identifying applicable permits required for implementation of master plan.
- 4.2. Attend up to two (2) meetings with applicable permitting agencies to confirm requirements (virtual).

5. Funding and Grant Assistance

- 5.1. Assist client group in identifying potential grant funding sources.
- 5.2. Grant funding support including project support graphics and figures/narrative for use in applications developed and submitted by City grant-writing staff. Assume graphic materials are derivatives of master plan graphics.
- 5.3. Attend grant-writing support meetings:
 - Attend up to one (1) WA RCO pre-application meeting (virtual)
 - Attend up to one (1) WA RCO presentation meeting (virtual)

FEES:

We propose the following fees:

1. Project Management and Coordination	\$19,070.00
2. Public Outreach	\$22,055.00
3. Master Planning	\$48,370.00
4. Environmental & Permitting Coordination	\$4,520.00
5. Grant Support	\$3,485.00
6. Expenses (not to exceed)	<u>\$2,500.00</u>
Total:	\$100,000.00

We propose to bill monthly on a percentage of completion per phase. Expenses are billed at 1.1 times our cost. Expenses are estimated not to exceed \$2,500.00 including markup.

ASSUMPTIONS:

- Our proposal is based on the above scope of work, project Request for Qualifications and associated addenda, and conversation(s) with city staff during scoping kick-off.

- There is no project construction budget. Maximum Allowable Construction Cost (MACC) for future design project(s) will be established based on cost estimate and phasing plan included in master planning scope.
- A detailed site survey will not be provided by Owner for master planning phase. Design team will use GIS, remediation as-builts, and/or aerial photography as existing conditions backgrounds for plans.
- Site visits in addition to those identified will require Walker Macy to evaluate potential impact to fees.
- Walker Macy will attend all meetings outlined in the scope of work. Meetings beyond those noted will be additional services and will be billed as time and materials.
- Project is scheduled to be completed by August 2024. If project extends substantially beyond the scheduled date additional scope and fees will be re-evaluated.
- Design review and/or permit application services are not currently part of the proposed scope of services.
- LEED documentation is not currently a part of the proposed scope of services.
- Presentation graphics beyond those noted and/or professional renderings are not currently part of the proposed scope of services but can be provided as additional services upon request.
- Grant-writing support beyond that noted is not currently part of the proposed scope of services but can be provided as additional service upon request.

Please contact me if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on this Ridgefield Waterfront Park Master Plan project.

Sincerely,

WALKER MACY

A handwritten signature in black ink, appearing to read "Brian Bishop". The signature is stylized with a large "B" and a cursive "B" followed by a flourish.

Brian Bishop

Associate Principal

(bbishop@walkermacy.com)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Motion - Acceptance of Department of Ecology Stormwater Capacity Grant

GOVERNING LEGISLATION

RCW 35A Code Cities

City Financial policy #07: Budget

2024-2029 Western Washington (WWA) Phase II Municipal Separate Storm Sewer System Permit

PREVIOUS COUNCIL ACTION TAKEN:

None

SUMMARY/BACKGROUND:

With the City of Ridgefield's current population of over 14,250 people, it has exceeded the 10,000 population threshold and thus the City will be falling under the Washington State Department of Ecology 2024-2029 Western Washington (WWA) Phase II Municipal Separate Storm Sewer System Permit. This will be effective August 1, 2024.

Public Works/ Stormwater staff are proactively preparing for the Permit. Staff reached out to the Department of Ecology about potential grant sources to help cover some of the costs to get under the permit. Ecology identified a grant program called "2023-2025 Biennial Stormwater Capacity Grants" and worked with the City to provide an early approval of the grant to allow the City to begin using it in advance of August 2024. This grant will assist the City in implementation or management of municipal stormwater programs related to the permit, which could include paying for computer tracking software and cover some of the staff costs to comply with the permit.

The grant total for the biennium is \$130,000 and would be immediately available once the agreement is executed between Ecology and the City.

BUDGET/FINANCIAL IMPACTS:

There are no required matching funds for this grant. The draft 2024 budget references this potential grant as part of the Stormwater operations budget.

RECOMMENDED ACTION OR MOTION:

Council action on the grant agreement is requested for this item.

A suggested motion is **"I move to accept the \$130,000 Stormwater Capacity Grant from the Washington State Department of Ecology and to authorize the City Manager to sign the grant agreement."**

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Ridgefield Capacity Grant Agreement



Agreement No. WQSWCAP-2325-RidgPW-00099

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF RIDGEFIELD

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Ridgefield, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

RECIPIENT INFORMATION

Organization Name: City of Ridgefield

Federal Tax ID: 91-6001494
UEI Number: YYL8GELET1E9

Mailing Address: PO Box 608
Ridgefield, WA 98642-0608

Physical Address: 230 Pioneer Street
Ridgefield, WA 98642

Organization Email: kirk.johnson@ci.ridgefield.wa.us
Organization Fax: (360) 887-2507

Contacts

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

Project Manager	Chuck Green Public Works Director 230 Pioneer Street Ridgefield, WA 98642 Ridgefield, Washington 98642-0608 Email: chuck.green@ridgefieldwa.us Phone: (360) 857-5013
Billing Contact	Chuck Green Public Works Director 230 Pioneer Street Ridgefield, WA 98642 Ridgefield, Washington 98642-0608 Email: chuck.green@ridgefieldwa.us Phone: (360) 857-5013
Authorized Signatory	Steve Stuart City Manager PO Box 608 Ridgefield, Washington 98642-0608 Email: steve.stuart@ci.ridgefield.wa.us Phone: (360) 857-5023

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State Department of Ecology	City of Ridgefield
By: _____	By: _____
Vincent McGowan, P.E. Water Quality Program Manager	Steve Stuart City Manager
Date	Date

Template Approved to Form by
Attorney General's Office

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

Agreement No: WQSWCAP-2325-RidgPW-00099
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Ridgefield

SCOPE OF WORK

Task Number: 2

Task Cost: \$125,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTs will implement measures required by Phase I and II NPDES permits.

Permit Implementation
Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG240314

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Stormwater Capacity Grant

Funding Type: Grant

Funding Effective Date: 07/01/2023

Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)

Fund: FD

Type: State

Funding Source %: 100%

Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00
Total: \$ 130,000.00	

Agreement No: WQSWCAP-2325-RidgPW-00099
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Ridgefield

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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 Recipient Name: City of Ridgefield

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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Recipient Name: City of Ridgefield

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Recipient Name: City of Ridgefield

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

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

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQSWCAP-2325-RidgPW-00099
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Ridgefield

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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Recipient Name: City of Ridgefield

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Motion-Approval of Quit Claim Deed from URIC, for Assessor's Property Tax Parcel Account Number 71040000, as necessary for City to implement Cleanup Action Plan and Scope of Work detailed in Department of Ecology Consent Decree

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

Authorization for City Manager to sign Consent Decree with Department of Ecology on July 3, 2023.

SUMMARY/BACKGROUND:

The City of Ridgefield has been working with property owners and the Washington State Department of Ecology (DOE) with the mutual objective of providing remedial action at a downtown site where there was a release of hazardous substances from a former business. Agreement was reached between the City and DOE for cleanup of the parcel, through a Consent Decree which was signed by the City on July 3, 2023, and DOE on September 21, 2023. By acquiring this parcel, which served as the point source of contamination, through quit claim deed, the City may begin work toward this remediation.

The contaminated groundwater plume covers an estimated 22 acres. Soil is contaminated with tetrachloroethene (PCE – a chemical commonly used in dry cleaning) on the subject parcel and two parcels to the north (Property IDs 71030000 and 71042000).

The City of Ridgefield intends to take ownership of the subject parcel for remediation purposes. Between approximately 1965 and 1977, the Property was used by Park Laundry for laundry services. Contamination at the Site is related to dry cleaning operations that historically occurred at the Property. Volatile organic compounds (VOCs) were released to soil and groundwater. In Source Area soils, PCE was detected above the MTCA Method A soil cleanup level. In Source Area groundwater, PCE and Trichloroethene (TCE) have been detected above TCA Method A groundwater cleanup levels. Soil gases also contain PCE, TCE and vinyl chloride above MTCA Method B screening levels. Therefore, contamination at the Site poses a risk to human health and the environment.

There have been several investigations into the Site, including a 2001 groundwater investigation on the property, a July 2006 groundwater investigation on the parcel directly north of the Property, an October 2006 Clark County Public Health soil and groundwater investigation directly north of the Property, and a 2008 U.S. EPA investigation of soil and groundwater on and around the Property. All of these investigations found VOC concentrations in soil and groundwater above Method A cleanup levels.

A September 2013 report documented the existence of VOCs in soil vapor above MTCA screening levels at the Site. The report assessed the potential for vapor intrusion to indoor areas, indicating that

there is no current vapor intrusion pathway for buildings on the Site, but acknowledged potential risk for future buildings constructed in the Source Area.

In July 2019, under an agreed order with DOE (No. DE 6829), the owner of the property, a partnership called URIC, produced a Remedial Investigation and Feasibility Study (RI/FS) Report. The RI/FS documented the nature and extent of the soil and groundwater VOC contamination at the Site. The RI/FS report also documented the existence of VOCs in soil vapor above screening levels. Further, URIC submitted a preliminary draft Cleanup Action Plan.

The hazardous substances that have been released at the Site pose a continuing threat to the environment. DOE has assigned the Site an overall hazard assessment ranking of three out of five (one represents the highest level of risk and five the lowest) pursuant to MTCA.

As documented in the Cleanup Action Plan (CAP) (Exhibit C), DOE has chosen a final cleanup action to be implemented at the Site. DOE finds that a settlement with the City will lead to a more expeditious cleanup of hazardous substances because discussions with the current owner of the property stalled.

The City has applied for and received funding from the State, in the total amount of \$1.88 million, through two separate Remedial Action Grants (\$915,000 and \$770,000) and a Commerce Brownfields Revolving Loan Funds Grant (\$195,000).

Through ownership, the City will have control over the Property, including access for the work, and the ability to install and protect remedial devices. While the acquisition of the Property is not a requirement of the Consent Decree, Ecology finds that the City's acquisition is one method of facilitating access to, and securing continued control over, the Property for cleanup purposes.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 12/7 Council Meeting. A suggested motion is: "I move to authorize the City Manager to sign the Quit Claim Deed with URIC for Tax Parcel Number 71040000."

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. URIC Quit Claim
2. Park Laundry Consent Decree with Exhibits

AFTER RECORDING, RETURN TO:

Christopher R. Hermann
Stoel Rives LLP
760 SW Ninth Avenue, Suite 3000
Portland, OR 97205

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED
(with After Acquired Title, Release and Covenant not to Sue)

GRANTOR: URIC (aka Union Ridge Investment Company), a Washington general partnership.

GRANTEE: City of Ridgefield, Washington

ABBREVIATED LEGAL DESCRIPTION: South half of Lot 11, Block 13 Greeleys Addn, Ridgefield

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): 071040-000.0

URIC (which took title as Union Ridge Investment Company (URIC)), a Washington general partnership ("**Grantor**"), for good and valuable consideration, hereby conveys and quitclaims to City of Ridgefield, a Washington municipal corporation ("**Grantee**"), with after acquired title, Grantor's interest in and to the real property situated in the City of Ridgefield, Clark County, State of Washington, more particularly described on attached **Exhibit A** and incorporated herein by this reference (the "**Property**"), subject to those perpetual covenants and releases set forth on attached **Exhibit B**. To the extent not conveyed in the quitclaim above, and appurtenant to the Property and freely transferable to Grantee without further consent, payment of fees or penalties, Grantor does hereby quitclaim and convey to Grantee Grantor's interest, if any, in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; and all rights to utilities serving the Property in their current condition, AS IS, WHERE IS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, BY GRANTOR OR ANY AGENT OR REPRESENTATIVE OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO MORE TEXT THIS PAGE - SIGNATURES NEXT PAGE(S)

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the ____ day of _____, 202___. Grantee executes this instrument accept and agree to the terms and conditions hereof and to bind itself and its successors and assigns to the terms hereof. This instrument may be executed in counterparts which may be compiled and, which together shall constitute one original document.

GRANTOR:

URIC, a Washington general partnership

By: Phyllis J. Hyatt

Name: Phyllis Hyatt, Personal Representative
of the Estate of Robert J. Hyatt, Deceased, last surviving
Partner in URIC (pursuant to RCW 25.05.310(2) and (3))

ACCEPTED AND AGREED BY GRANTEE,
for itself and its successors and assigns:

The City of Ridgefield

By: _____

Name: _____

Title: _____

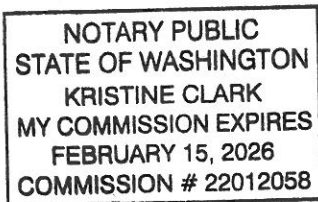
Approved as to form:

_____, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 21st day of November, 2022, before me personally appeared Phyllis Hyatt, to me personally known to be the Personal Representative of the Estate of Robert J. Hyatt, Deceased, the last surviving general partner of URIC, a Washington general partnership, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Signature: Kristine Clark
Name (Print): Kristine Clark

NOTARY PUBLIC in and for the State of Washington, residing at Clark County
My appointment expires: 02/15/2026

EXHIBIT A
TO
QUITCLAIM DEED
Legal Description

The South Half of Lot 11, Block 13 of GREELEY'S ADDITION TO RIDGEFIELD, according to the plat thereof, recorded in Volume D of plats, page 32, records of Clark County, Washington.

EXHIBIT B
TO
QUITCLAIM DEED

PERPETUAL COVENANTS AND RELEASES

The Property and each portion thereof, shall be held, sold and conveyed subject to the following releases and covenants ("**Covenants**"), which shall burden the Property in perpetuity, shall run with the land and shall be binding on Grantee and its successors and assigns and inure to the benefit of Grantor and each Releasee and their respective successors and assigns:

(1a) **RELEASE AND COVENANT NOT TO SUE GRANTOR AND RELEASEES.** GRANTEE ON BEHALF OF ITSELF AND EACH OF ITS SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY AND UNCONDITIONALLY FOREVER WAIVES, RELEASES AND COVENANTS NOT TO SUE GRANTOR OR ANY RELEASEES DEFINED BELOW, FOR AND FROM AND WITH RESPECT TO ANY AND ALL LIABILITIES, LOSSES, CLAIMS (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY CLAIMS), DEMANDS, DAMAGES (OF ANY NATURE WHATSOEVER), EXPENSES, CAUSES OF ACTION, COSTS, PENALTIES, FINES, TAXES AND ASSESSMENTS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, CONSULTANTS' FEES AND COSTS, AND EXPERTS' FEES AND, INCLUDING WITHOUT LIMITATION, ALL OTHER PROPERTY LIABILITIES, DEFINED BELOW (INDIVIDUALLY, A "**CLAIM**" AND COLLECTIVELY "**CLAIMS**"), AND ANY AND ALL RIGHT OR ABILITY TO MAKE A CLAIM OF ANY KIND OR NATURE AGAINST GRANTOR, AND ITS PAST, PRESENT, AND FUTURE PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATED AND RELATED ENTITIES, AND THEIR RESPECTIVE PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AFFILIATED AND RELATED ENTITIES, ESTATES, PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS AND ASSIGNS (EACH, A "**RELEASEE**," COLLECTIVELY, "**RELEASEES**") FOR OR WITH RESPECT TO ANY AND ALL OBLIGATIONS AND LIABILITIES RELATING TO, AND ANY CONDITIONS, DEFICIENCIES OR DEFECTS OF OR IN THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY OBLIGATIONS UNDER ANY PROPERTY LIABILITIES, AS DEFINED BELOW, OR ANY OTHER LIABILITIES IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH ANY ONE OR MORE OF THE FOLLOWING (AA) ANY ACTUAL OR ALLEGED ENVIRONMENTAL CONDITION OR CONTAMINATION OR HAZARDOUS SUBSTANCES AT, ON, UNDER OR THAT HAVE MIGRATED OR BEEN TRANSPORTED TO OR FROM THE PROPERTY (THE "**ENVIRONMENTAL CONDITION**") AND (BB) ANY OTHER ACTUAL OR ALLEGED DEFICIENCY, DEFECT, CONDITION OR CHARACTERISTIC OF THE PROPERTY WHATSOEVER (TOGETHER WITH ENVIRONMENTAL CONDITION, AND IN ALL CASES WHETHER KNOWN OR UNKNOWN, LATENT OR PATENT, AS OF THE CLOSING, "**EXISTING CONDITIONS**"). GRANTEE IS ACQUIRING AND HAS ACQUIRED THE PROPERTY WITH AND SUBJECT TO ANY AND ALL SUCH EXISTING CONDITIONS, AND SUBJECT TO, WITHOUT LIMITATION, ALL PROPERTY LIABILITIES, AS DEFINED BELOW. As used herein, "**Property Liabilities**" includes, without limitation, the following: Any and all claims, demands, suits, actions, causes of action, proceedings, costs, liabilities, losses, damages, injuries (including without limitation death), liens, fines, penalties, obligations, or expenses (including without limitation attorneys' and consultants' fees, costs of investigation, court costs, remediation costs, response costs, and settlement costs), of every kind or nature whatsoever, past, present, or future, whether in tort, contract, quantum meruit, contribution, cost recovery, or otherwise, whether in law or equity, whether known or unknown, anticipated or unanticipated, or liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, general damages, incidental damages, special damages, natural resource damages, punitive damages, exemplary damages, fines, penalties, interest, costs, expenses, and fees (including without limitation attorney fees), to the extent arising out of, or resulting from, or involving, or connected with, or relating to, in any way the past, present, or future condition of the Property, or activities or omissions occurring on the Property at any time past, present, or future (including without limitation any act or omission of any Releasee), including without limitation any release, migration, or removal of Hazardous Substances, defined below, at, to, or from the Property at any time past, present, or future, and wherever now or hereafter located, and the provisions of any local, state, federal, or foreign law, rule or

statute providing in substance that releases shall not extend to claims, demands, injuries, or damages which are unknown or unsuspected to exist at the time, by the persons executing such release, are hereby expressly, knowingly, and knowledgeably waived. The foregoing includes, without limitation, any claim for cost recovery, contribution, or any other relief whatsoever, (A) under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the Resource and Conservation and Recovery Act of 1976, as amended (RCRA), the federal Water Pollution Control Act, as amended ("CWA"), the Washington Model Toxics Control Act (MTCA), or any other federal, state, local, or other law, statute, common law, code, ordinance, rule, regulation, judgment, order, decree, permit, license, or other governmental directive, binding pronouncement, approval or authorization relating to or regulating any condition of the Property, including, without limitation, a release or threatened release of any hazardous, toxic, radioactive, infectious, dangerous or extremely dangerous substance, material, vapor, or waste, pollutant, or pollution, or any other substance, material, or vapor which is or becomes regulated by the United States Government, the State of Washington, or any regional, county or local governmental authority relating to pollution or to the protection of health or the environment or natural resources, and including without limitation, any substance containing constituents regulated as specified above ("**Hazardous Substances**"), (B) for damage to or compensation for any damage to or compensation for natural resources or other interests of any kind, (C) for responsibility for any cleanup or remediation, (D) for personal injury or death or property damage (including without limitation any claim for diminution of property value or loss of use of property) or any combination of the foregoing or (E) otherwise relating to any Hazardous Substances or other actual or alleged condition of the Property. FOR THE AVOIDANCE OF DOUBT, THE PARTIES ACKNOWLEDGE AND AGREE THAT PROPERTY LIABILITIES IS INTENDED TO INCLUDE ALL CLAIMS AND LIABILITIES WHATSOEVER TO THE EXTENT THEY HAVE ARISEN OR MAY ARISE IN CONNECTION WITH OR RELATING TO THE PROPERTY. For ease of reference the provisions of this Section 1a. are collectively referred to as the "**Release and Covenant Not to Sue.**"

(1b) Walk-Away. The Release and Covenant Not to Sue the Grantor and the Releasees as set forth herein is a specifically bargained for portion of the consideration to the Grantor for the conveyance of the Property, and the Grantor would not convey the Property without such provisions. It is the intent and agreement of the parties that after conveyance of the Property, the Grantor and the Releasees pursuant to the Release and Covenant Not to Sue shall "walk away" and have no Property Liabilities to Grantee, its successors and assigns whatsoever at any time with respect to the Property or the ownership, use, or condition of the foregoing or any part thereof.

(1c) Run with the Land. The Property is being sold and conveyed by Grantor subject to the conditions, covenants, and restrictions in this Section 1 (including 1a, 1b and 1c) which shall be covenants running with and burdening the land conveyed herein in perpetuity; GRANTEE AND EACH OF GRANTEE'S SUCCESSORS IN INTEREST WITH RESPECT TO THE PROPERTY, AND ALL PURCHASERS, LESSEES, AND OTHER PERSONS HAVING OR ACQUIRING ANY INTEREST IN OR TO THE PROPERTY, AUTOMATICALLY BY VIRTUE OF THEIR TAKING, ACCEPTING OR ACQUIRING SUCH INTEREST, SHALL BE BOUND BY AND BE DEEMED TO AGREE TO THE PROVISIONS OF THESE COVENANTS AS IF AN ORIGINAL SIGNATORY HERETO; and Grantee and its successors and assigns shall cause all subsequent deeds and conveyances of the Property or any interest therein to any person or persons to affirm and accept the provisions of these Covenants for the benefit of Grantor and each Releasee; provided that failure to so state, affirm or accept any or all of these Covenants shall not limit or waive their applicability to Grantee and its successors and assigns and all other persons having or acquiring any interest in or to the Property, which Covenants shall continue in full force and effect. To the extent these Covenants are ever deemed by a court not to run with the land, they shall be deemed equitable servitudes and continuing obligations of and binding on Grantee and its successors and assigns as provided herein to the fullest extent not prohibited by applicable law.

TIME IS OF THE ESSENCE OF THIS DEED.

**STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

CITY OF RIDGEFIELD,

Defendant.

NO. _____

CONSENT DECREE

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I. INTRODUCTION

1 1. The mutual objective of the State of Washington, Department of Ecology (Ecology)
2
3 and The City of Ridgefield (Defendant) under this Decree is to provide for remedial action at a
4 facility where there has been a release or threatened release of hazardous substances. This
5 Decree requires Defendant to implement the Cleanup Action Plan (Exhibit C) and Scope of Work
6 (Exhibit D).

7 2. Ecology has determined that these actions are necessary to protect human health
8
9 and the environment.

10 3. The Complaint in this action is being filed simultaneously with this Decree. An
11 Answer has not been filed, and there has not been a trial on any issue of fact or law in this case.
12 However, the Parties wish to resolve the issues raised by Ecology's Complaint. In addition, the
13 Parties agree that settlement of these matters without litigation is reasonable and in the public
14 interest, and that entry of this Decree is the most appropriate means of resolving these matters.

15 4. By signing this Decree, the Parties agree to its entry and agree to be bound by its
16
17 terms.

18 5. By entering into this Decree, the Parties do not intend to discharge non-settling
19
20 parties from any liability they may have with respect to matters alleged in the Complaint. The
21 Parties retain the right to seek reimbursement, in whole or in part, from any liable persons for
22 sums expended under this Decree.

23 6. This Decree shall not be construed as proof of liability or responsibility for any
24
25 releases of hazardous substances or cost for remedial action nor an admission of any facts;
26

provided, however, that Defendant shall not challenge the authority of the Attorney General and Ecology to enforce this Decree.

7. The Court is fully advised of the reasons for entry of this Decree, and good cause having been shown:

Now, therefore, it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter and over the Parties pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.

2. Authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (PLP) if, after public notice and any required hearing, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

3. Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

4. The actions to be taken pursuant to this Decree are necessary to protect public health and the environment.

5. This Decree has been subject to public notice and comment.

6. Ecology finds that this Decree will lead to a more expeditious cleanup of hazardous substances at the Site in compliance with the cleanup standards established under RCW 70A.305.030(2)(e) and WAC 173-340.

7. Defendant has agreed to undertake the actions specified in this Decree and consents to the entry of this Decree under MTCA.

III. PARTIES BOUND

This Decree shall apply to and be binding upon the Parties to this Decree, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Decree and to execute and legally bind such party to comply with this Decree. The City of Ridgefield voluntarily accepts status as a PLP for the Site. The City of Ridgefield waives any right to notice and the thirty (30) day comment period in WAC 173-340-500. Defendant agrees to undertake all actions required by the terms and conditions of this Decree. No change in ownership or corporate status shall alter Defendant's responsibility under this Decree. Defendant shall provide a copy of this Decree to all agents, contractors, and subcontractors retained to perform work required by this Decree, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Decree.

IV. DEFINITIONS

Unless otherwise specified herein, all definitions in RCW 70A.305.020 and WAC 173-340 shall control the meanings of the terms in this Decree.

A. Site: The Site is referred to as Park Laundry, Facility Site ID No. 8100630, Cleanup Site ID No. 4099. The Site constitutes a facility under RCW 70A.305.020(8). The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

1 B. Property: The Property is the parcel that hosted the Former Park Laundry
2 dry-cleaning business, Clark County parcel identification number 71040000.

3 C. Source Area: Includes the Property and two vacant parcels to the north of
4 the Property where elevated levels of contamination have been found in soil and
5 groundwater.

6 D. Consent Decree or Decree: Refers to this Consent Decree and each of the
7 exhibits to this Decree. All exhibits are integral and enforceable parts of this Consent
8 Decree.

9 E. Defendant: Refers to the City of Ridgefield.

10 F. Parties: Refers to the State of Washington, Department of Ecology and
11 Defendant.
12

13 V. FINDINGS OF FACT

14 Ecology makes the following findings of fact without any express or implied admissions of
15 such facts by Defendant.
16

17 1. Based upon factors currently known to Ecology, the Site generally begins at 122
18 N. Main Avenue Ridgefield, Washington (45.816044, -122.745924), and extends to the north and
19 northwest towards Lake River, as shown in the Site Location Diagram (Exhibit A). The
20 contaminated groundwater plume covers an estimated 22 acres. Soil is contaminated with
21 Tetrachloroethene (PCE) on the Property, a parcel of property to the south (Property ID
22 67990000), and two parcels to the north (Property IDs 71030000 and 71042000) (see Exhibit B).
23
24
25
26

1 2. Defendant City of Ridgefield owns the parcel south-adjacent to the Property,
2 known in Clark County records by property identifier number 67990000. The City has owned that
3 property since January 5, 1998.

4 3. Defendant City of Ridgefield intends to purchase the Property for remediation
5 purposes. Between approximately 1965 and 1977, the Property was used by Park Laundry for
6 laundry services. Contamination at the Site is related to dry cleaning operations that historically
7 occurred at the Property. Volatile organic compounds (VOCs) were released to soil and
8 groundwater. In Source Area soils, PCE was detected above the MTCA Method A soil cleanup
9 level. In Source Area groundwater, PCE and Trichloroethene (TCE) have been detected above
10 MTCA Method A groundwater cleanup levels. Soil gases also contain PCE, TCE and vinyl chloride
11 above MTCA Method B screening levels. Therefore, contamination at the Site poses a risk to
12 human health and the environment.
13

14 4. There have been several investigations into the Site, including a 2001 groundwater
15 investigation on the 204-206 North Main Avenue property, a July 2006 groundwater investigation
16 on the parcel directly north of the Property, an October 2006 Clark County Public Health soil and
17 groundwater investigation directly north of the Property, and a 2008 U.S. EPA investigation of
18 soil and groundwater on and around the Property. All of these investigations found VOC
19 concentrations in soil and groundwater above Method A cleanup levels.
20

21 5. A September 2013 report documented the existence of VOCs in soil vapor above
22 MTCA screening levels at the Site. The report assessed the potential for vapor intrusion to indoor
23 air, indicating that there is no current vapor intrusion pathway for buildings on the Site, but
24 acknowledged potential risk for future buildings constructed in the Source Area.
25
26

1 6. In July 2019, under an agreed order with Ecology (No. DE 6829), the owner of the
2 Property, a partnership called URIC, produced a Remedial Investigation and Feasibility Study
3 (RI/FS) Report. The RI/FS documented the nature and extent of the soil and groundwater VOC
4 contamination at the Site. The RI/FS report also documented the existence of VOCs in soil vapor
5 above screening levels. Further, URIC submitted a preliminary draft Cleanup Action Plan.

6 7. The hazardous substances that have been released at the Site pose a continuing
7 threat to the environment.

8 8. Ecology has assigned the Site an overall hazard assessment ranking of three out of
9 five (one represents the highest level of risk and five the lowest) pursuant to MTCA.

10 9. As documented in the Cleanup Action Plan (CAP) (Exhibit C), Ecology has chosen a
11 final cleanup action to be implemented at the Site.

12 10. The Department finds that a settlement with the City will lead to a more
13 expeditious cleanup of hazardous substances because discussions with the current owner of the
14 Property have stalled, and the current owner has represented through counsel that its resources
15 are insufficient to complete the work. By contrast, the City has applied for funding from the State,
16 and is prepared to provide the appropriate match to cover the cost of cleanup. Further, the City
17 intends to condemn the Property for cleanup purposes. Through ownership, the City will have
18 control over the Property, including access for the work, and the ability to install and protect
19 remedial devices. While the acquisition or condemnation of the Property is not a requirement of
20 this settlement, Ecology finds that the City's acquisition is one method of facilitating access to,
21 and securing continued control over, the Property for cleanup purposes. Based on these unique
22 circumstances, Ecology agrees to an effective date of this Decree as specified in Section XXVII.

VI. WORK TO BE PERFORMED

1 1. This Decree contains a program designed to protect human health and the
2
3 environment from the known release, or threatened release, of hazardous substances or
4 contaminants at, on, or from the Site. All remedial action(s) conducted by Defendant at the Site
5 shall be done in accordance with WAC 173-340.

6 2. The Defendant shall implement the CAP (Exhibit C) in accordance with the Scope
7
8 of Work and Schedule attached to this Decree (Exhibit D). Among other remedial actions, the CAP
9 requires Defendant to: dewater and capture water from the area planned for soil excavation,
10 excavate VOC impacted soil on the Property and parcels to the north and south, treat source area
11 groundwater in-situ through focused injections of bioremediation enhancement substrate, treat
12
13 or dispose of captured water and excavated soil, monitor groundwater, and implement
14 institutional controls. Defendant must produce cleanup action documentation meeting the
15 requirements of WAC 173-340-400.

16 3. The following naming conventions shall be used for documents: Agency Review
17
18 Draft (designation for the first time Ecology receives a document); Public Review Draft
19 (designates a document ready for public comment); Final (designation for a document after
20 public comment and Ecology approval).

21 4. All plans or other deliverables submitted by Defendant for Ecology's review and
22
23 approval under the CAP (Exhibit C) or Scope of Work and Schedule (Exhibit D) shall, upon
24 Ecology's approval, become integral and enforceable parts of this Decree.

25 5. If Defendant learns of a significant change in conditions at the Site, including but
26 not limited to a statistically significant increase in contaminant and/or chemical concentrations

1 in soil, groundwater, surface water, soil vapor, indoor air, and/or sediments, Defendant, within
2 seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change
3 and provide Ecology with any reports or records (including laboratory analyses, sampling results)
4 relating to the change in conditions.

5 6. Pursuant to WAC 173-340-440(11), Defendant(s) shall maintain sufficient and
6 adequate financial assurance mechanisms to cover all costs associated with the operation and
7 maintenance of the remedial action at the Site, including institutional controls, compliance
8 monitoring, and corrective measures.
9

10 A. Within sixty (60) days of the effective date of this Decree, Defendant(s)
11 shall submit to Ecology for review and approval an estimate of the costs associated with
12 the operation and maintenance of the remedial action at the Site that it will incur in
13 carrying out the terms of this Decree. Within sixty (60) days after Ecology approves the
14 aforementioned cost estimate, Defendant(s) shall provide proof of financial assurances
15 sufficient to cover those costs in a form acceptable to Ecology.
16

17 B. Defendant(s) shall adjust the financial assurance coverage and provide
18 Ecology's project coordinator with documentation of the updated financial assurance for:
19

20 i. Inflation, annually, within thirty (30) days of the anniversary date
21 of the entry of this Decree; or if applicable, the modified anniversary date
22 established in accordance with this section, or if applicable, ninety (90) days after
23 the close of Defendant's fiscal year if the financial test or corporate guarantee is
24 used.
25
26

1 ii. Changes in cost estimates, within thirty (30) days of issuance of
2 Ecology's approval of a modification or revision to the CAP that result in increases
3 to the cost or expected duration of remedial actions. Any adjustments for inflation
4 since the most recent preceding anniversary date shall be made concurrent with
5 adjustments for changes in cost estimates. The issuance of Ecology's approval of
6 a revised or modified CAP will revise the anniversary date established under this
7 section to become the date of issuance of such revised or modified CAP.
8

9 7. As detailed in the CAP, institutional controls are required at the Site.
10 Environmental (Restrictive) Covenants and public notice(s) will be used to implement the
11 institutional controls.

12 A. In consultation with Defendant, Ecology will prepare the Environmental
13 (Restrictive) Covenants consistent with WAC 173-340-440, RCW 64.70, and any policies
14 or procedures specified by Ecology. The Environmental (Restrictive) Covenants shall
15 restrict future activities and uses of the Site as agreed to by Ecology and Defendant.
16

17 B. After approval by Ecology, Defendant shall record the Environmental
18 (Restrictive) Covenant for affected properties it owns with the office of the Clark County
19 Auditor as detailed in the Schedule (Exhibit D). Defendant shall provide Ecology with the
20 original recorded Environmental (Restrictive) Covenants within thirty (30) days of the
21 recording date.
22

23 C. As detailed in the CAP, as part of the remedial action for the Site,
24 institutional controls are required on properties not owned by Defendant. Defendant will
25 ensure that the owner of each affected property records an Ecology-approved
26

1 Environmental (Restrictive) Covenant as detailed in the Schedule (Exhibit D). Upon a
2 showing that Defendant has made a good faith effort to secure an Environmental
3 (Restrictive) Covenant for an affected property and failed to do so, Ecology may provide
4 assistance to Defendant. Unless Ecology determines otherwise, affected properties
5 include Property ID 67990000, 71030000, 71042000, and 71040000. Defendant shall
6 provide Ecology with the original recorded Environmental (Restrictive) Covenant within
7 thirty (30) days of the recording date.
8

9 8. Unless otherwise directed by Ecology, Defendant shall submit to Ecology written
10 monthly Progress Reports that describe the actions taken during the previous month to
11 implement the requirements of this Decree. All Progress Reports shall be submitted by the
12 seventeenth (17th) day of the month in which they are due after the effective date of this Decree.
13 Unless otherwise specified in writing by Ecology, Progress Reports and any other documents
14 submitted pursuant to this Decree shall be sent by regular United States Postal Service mail to
15 Ecology's project coordinator. The Progress Reports shall include the following:
16

- 17 A. A list of on-site activities that have taken place during the month.
18
19 B. Description of any sample results which deviate from the norm.
20
21 C. Detailed description of any deviations from required tasks not otherwise
22 documented in project plans or amendment requests.
23
24 D. Description of all deviations from the Scope of Work and Schedule
25 (Exhibit D) during the current month and any planned deviations in the upcoming month.
26
E. For any deviations in schedule, a plan for recovering lost time and
maintaining compliance with the schedule.

1 F. All raw data (including laboratory analyses) received during the previous
2 quarter (if not previously submitted to Ecology), together with a detailed description of
3 the underlying samples collected.

4 G. A list of planned activities for the upcoming month.

5 9. Except in the case of an emergency, Defendant agrees not to perform any
6 remedial actions at the Site outside the scope of this Decree without prior written approval of
7 Ecology. In the case of an emergency, Defendant must notify Ecology of the event and remedial
8 action(s) as soon as practical, but no later than twenty-four (24) hours after discovery of the
9 emergency.
10

11 VII. DESIGNATED PROJECT COORDINATORS

12 1. The project coordinator for Ecology is:

13 Cam Penner-Ash, LG
14 Department of Ecology
15 300 Desmond Dr SE
16 Lacey, WA 98503
17 (360) 999-9590
18 cpen461@ecy.wa.gov

19 2. The project coordinator for Defendant is:

20 Steve Stuart
21 City of Ridgefield
22 230 Pioneer Street
23 Ridgefield, WA 98642
24 (360) 887-3557
25 steve.stuart@ci.ridgefield.wa.us

26 3. Each project coordinator shall be responsible for overseeing the implementation
of this Decree. Ecology's project coordinator will be Ecology's designated representative for the

1 Site. To the maximum extent possible, communications between Ecology and Defendant and all
2 documents, including reports, approvals, and other correspondence concerning the activities
3 performed pursuant to the terms and conditions of this Decree shall be directed through the
4 project coordinators. The project coordinators may designate, in writing, working level staff
5 contacts for all or portions of the implementation of the work to be performed required by this
6 Decree.

7
8 4. Any party may change its respective project coordinator. Written notification shall
9 be given to the other party at least ten (10) calendar days prior to the change.

10 **VIII. PERFORMANCE**

11 1. Except as otherwise provided for by RCW 18.43 and 18.220, all geologic and
12 hydrogeologic work performed pursuant to this Decree shall be under the supervision and
13 direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct
14 supervision of an engineer registered by the State of Washington.

15
16 2. Except as otherwise provided for by RCW 18.43.130, all engineering work
17 performed pursuant to this Decree shall be under the direct supervision of a professional
18 engineer registered by the State of Washington.

19
20 3. Except as otherwise provided for by RCW 18.43.130, all construction work
21 performed pursuant to this Decree shall be under the direct supervision of a professional
22 engineer registered by the State of Washington or a qualified technician under the direct
23 supervision of a professional engineer registered by the State of Washington.

1 4. As required by RCW 18.43 and 18.220, any documents submitted containing
2 geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed
3 professional.

4 5. Defendant shall notify Ecology in writing of the identity of any engineer(s) and
5 geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms
6 of this Decree, in advance of their involvement at the Site.
7

8 IX. ACCESS

9 1. Ecology or any Ecology authorized representative shall have access to enter and
10 freely move about all property at the Site that Defendant either owns, controls, or has access
11 rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs,
12 and contracts related to the work being performed pursuant to this Decree; reviewing
13 Defendant's progress in carrying out the terms of this Decree; conducting such tests or collecting
14 such samples as Ecology may deem necessary; using a camera, sound recording, or other
15 documentary type equipment to record work done pursuant to this Decree; and verifying the
16 data submitted to Ecology by Defendant.
17

18 2. Nothing in this Decree is intended by the Defendant to waive any right it may have
19 under applicable law to limit disclosure of documents protected by the attorney work-product
20 privilege and/or the attorney-client privilege. If Defendant withholds any requested records
21 based on an assertion of privilege, it shall provide Ecology with a privilege log specifying the
22 records withheld and the applicable privilege. No Site-related data collected pursuant to this
23 Decree shall be considered privileged.
24
25
26

1 3. Defendant shall make all reasonable efforts to secure access rights for those
2 properties within the Site not owned or controlled by Defendant where remedial activities or
3 investigations will be performed pursuant to this Decree.

4 4. Ecology or any Ecology authorized representative shall give reasonable notice
5 before entering any Site property owned or controlled by Defendant unless an emergency
6 prevents such notice. All Parties who access the Site pursuant to this section shall comply with
7 any applicable health and safety plan(s). Ecology employees and their representatives shall not
8 be required to sign any liability release or waiver as a condition of Site property access.
9

10 **X. SAMPLING, DATA SUBMITTAL, AND AVAILABILITY**

11 1. With respect to the implementation of this Decree, Defendant shall make the
12 results of all sampling, laboratory reports, and/or test results generated by it or on its behalf
13 available to Ecology by submitting data as detailed in this section. Pursuant to WAC 173-340-
14 840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in
15 accordance with Section VI(8) (Progress Reports), Ecology's Toxics Cleanup Program Policy 840
16 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data
17 submittal.
18
19

20 2. If requested by Ecology, Defendant shall allow Ecology and/or its authorized
21 representative to take split or duplicate samples of any samples collected by Defendant pursuant
22 to the implementation of this Decree. Defendant shall notify Ecology seven (7) days in advance
23 of any sample collection or work activity at the Site. Ecology shall, upon request, allow Defendant
24 and/or its authorized representative to take split or duplicate samples of any samples collected
25 by Ecology pursuant to the implementation of this Decree, provided that doing so does not
26

interfere with Ecology's sampling. Without limitation on Ecology's rights under Section IX (Access), Ecology shall notify Defendant prior to any sample collection activity unless an emergency prevents such notice.

3. In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

XI. RETENTION OF RECORDS

1. During the pendency of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in Section XXV (Duration of Decree), Defendant shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, Defendant shall make all records available to Ecology and allow access for review within a reasonable time.

2. Nothing in this Decree is intended by Defendant to waive any right it may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If Defendant withholds any requested records based on an assertion of privilege, Defendant shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged.

XII. TRANSFER OF INTEREST IN PROPERTY

1. No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Defendant without provision for

continued operation and maintenance of any containment system, treatment system, and/or monitoring system installed or implemented pursuant to this Decree.

2. Prior to Defendant's transfer of any interest in all or any portion of the Site, and during the effective period of this Decree, Defendant shall provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Defendant shall notify Ecology of said transfer. Upon its transfer of any interest, Defendant shall notify all transferees of the restrictions on the activities and uses of the property under this Decree and incorporate any such use restrictions into the transfer documents.

XIII. RESOLUTION OF DISPUTES

1. In the event that Defendant elects to invoke dispute resolution, Defendant must utilize the procedure set forth below.

A. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), Defendant has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

B. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the Defendant's position with regard to the dispute;

Ecology's position with regard to the dispute; and the extent of resolution reached by informal discussion.

C. Defendant may then request regional management review of the dispute. This request (Formal Dispute Notice) must be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

D. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice.

E. If Defendant finds Ecology's Regional Section Manager's decision unacceptable, Defendant may then request final management review of the decision. This request (Final Review Request) shall be submitted in writing to the Toxics Cleanup Program Manager within seven (7) calendar days of Defendant's receipt of the Decision on Dispute. The Final Review Request shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

F. Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Final Decision on Dispute)

1 within thirty (30) calendar days of receipt of the Final Review Request. The Toxics Cleanup
2 Program Manager's decision shall be Ecology's final decision on the disputed matter.

3 2. If Ecology's Final Decision on Dispute is unacceptable to Defendant, Defendant has
4 the right to submit the dispute to the Court for resolution. The Parties agree that one judge
5 should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under
6 this Decree. Under RCW 70A.305.070, Ecology's investigative and remedial decisions shall be
7 upheld unless they are arbitrary and capricious.
8

9 3. The Parties agree to only utilize the dispute resolution process in good faith and
10 agree to expedite, to the extent possible, the dispute resolution process whenever it is used.
11 Where either party utilizes the dispute resolution process in bad faith or for purposes of delay,
12 the other party may seek sanctions.
13

14 4. Implementation of these dispute resolution procedures shall not provide a basis
15 for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule
16 extension or the Court so orders.
17

18 5. In case of a dispute, failure to either proceed with the work required by this
19 Decree or timely invoke dispute resolution may result in Ecology's determination that insufficient
20 progress is being made in preparation of a deliverable, and may result in Ecology undertaking the
21 work under Section XXII (Implementation of Remedial Action).
22

23 **XIV. AMENDMENT OF DECREE**

24 1. The Parties may agree to minor changes to the work to be performed without
25 formally amending this Decree. Minor changes will be documented in writing by the parties.
26

2. Substantial changes to the work to be performed shall require formal amendment of this Decree. This Decree may only be formally amended by a written stipulation among the Parties that is entered by the Court, or by order of the Court. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment. Such amendment shall become effective upon entry by the Court. Agreement to amend the Decree shall not be unreasonably withheld by any party.

3. When requesting a change to the Decree, Defendant shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Decree must be formally amended. Reasons for the disapproval of a proposed change to this Decree shall be stated in writing. If Ecology does not agree to the requested change, the disagreement may be addressed through the dispute resolution procedures described in Section XIII (Resolution of Disputes).

XV. EXTENSION OF SCHEDULE

1. Defendant's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- A. The deadline that is sought to be extended.
- B. The length of the extension sought.
- C. The reason(s) for the extension.

1 D. Any related deadline or schedule that would be affected if the extension
2 were granted.

3 2. The burden shall be on Defendant to demonstrate to the satisfaction of Ecology
4 that the request for such extension has been submitted in a timely fashion and that good cause
5 exists for granting the extension. Good cause may include, but may not be limited to:

6 A. Circumstances beyond the reasonable control and despite the due
7 diligence of Defendant including delays caused by unrelated third parties or Ecology, such
8 as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents
9 submitted by Defendant.
10

11 B. Acts of God, including fire, flood, blizzard, extreme temperatures, storm,
12 or other unavoidable casualty.
13

14 C. Endangerment as described in Section XVI (Endangerment).

15 3. However, neither increased costs of performance of the terms of this Decree nor
16 changed economic circumstances shall be considered circumstances beyond the reasonable
17 control of Defendant.
18

19 4. Ecology shall act upon any Defendant's written request for extension in a timely
20 fashion. Ecology shall give Defendant written notification of any extensions granted pursuant to
21 this Decree. A requested extension shall not be effective until approved by Ecology or, if required,
22 by the Court. Unless the extension is a substantial change, it shall not be necessary to amend this
23 Decree pursuant to Section XIV (Amendment of Decree) when a schedule extension is granted.
24
25
26

1 5. At Defendant's request an extension shall only be granted for such period of time
2 as Ecology determines is reasonable under the circumstances. Ecology may grant schedule
3 extensions exceeding ninety (90) days only as a result of one of the following:

4 A. Delays in the issuance of a necessary permit which was applied for in a
5 timely manner.

6 B. Other circumstances deemed exceptional or extraordinary by Ecology.

7 C. Endangerment as described in Section XVI (Endangerment).
8

9 **XVI. ENDANGERMENT**

10 1. In the event Ecology determines that any activity being performed at the Site
11 under this Decree is creating or has the potential to create a danger to human health or the
12 environment, Ecology may direct Defendant to cease such activities for such period of time as it
13 deems necessary to abate the danger. Defendant shall immediately comply with such direction.

14 2. In the event Defendant determines that any activity being performed at the Site
15 under this Decree is creating or has the potential to create a danger to human health or the
16 environment, Defendant may cease such activities. Defendant shall notify Ecology's project
17 coordinator as soon as possible, but no later than twenty-four (24) hours after making such
18 determination or ceasing such activities. Upon Ecology's direction, Defendant shall provide
19 Ecology with documentation of the basis for the determination or cessation of such activities. If
20 Ecology disagrees with Defendant's cessation of activities, it may direct Defendant to resume
21 such activities.
22

23 3. If Ecology concurs with or orders a work stoppage pursuant to this section,
24 Defendant's obligations with respect to the ceased activities shall be suspended until Ecology
25
26

determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended, in accordance with Section XV (Extension of Schedule), for such period of time as Ecology determines is reasonable under the circumstances.

4. Nothing in this Decree shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

XVII. COVENANT NOT TO SUE

1. Covenant Not to Sue: In consideration of Defendant's compliance with the terms and conditions of this Decree, Ecology covenants not to institute legal or administrative actions against Defendant regarding the release or threatened release of hazardous substances at the Site, as described in Section V (Findings of Fact). This Covenant Not to Sue does not cover any other hazardous substance(s) or area. Ecology retains all of its authority relative to any hazardous substance(s) or area not covered by this Decree.

This Covenant Not to Sue shall have no applicability whatsoever to:

- A. Criminal liability.
- B. Liability for damages to natural resources.
- C. Any Ecology action, including cost recovery, against PLPs not a party to this Decree.

2. Pursuant to RCW 70A.305.040(4)(c), the Court shall amend this Covenant Not to Sue if factors not known at the time of entry of this Decree are discovered and present a previously unknown threat to human health or the environment.

1 3. Reopeners: Ecology specifically reserves the right to institute legal or
2 administrative action against Defendant to require it to perform additional remedial actions at
3 the Site and to pursue appropriate cost recovery, pursuant to RCW 70A.305.050, under any of
4 the following circumstances:

5 A. Upon Defendant's failure to meet the requirements of this Decree.

6 B. Failure of the remedial action to meet the cleanup standards identified in
7 the CAP (Exhibit C).

8 C. Upon Ecology's determination that remedial action beyond the terms of
9 this Decree is necessary to abate an imminent and substantial endangerment to human
10 health or the environment.

11 D. Upon the availability of information previously unknown to Ecology
12 regarding Site factors including the nature, quantity, migration, pathway, or mobility of
13 hazardous substances, and Ecology's determination, in light of this information, that
14 further remedial action is necessary at the Site to protect human health or the
15 environment.

16 E. Upon Ecology's determination that additional remedial actions are
17 necessary to achieve cleanup standards within the reasonable restoration time frame set
18 forth in the CAP.

19 4. Except in the case of an emergency, prior to instituting legal or administrative
20 action against Defendant pursuant to this section, Ecology shall provide Defendant with fifteen
21 (15) calendar days' notice of such action.
22
23
24
25
26

XVIII. CONTRIBUTION PROTECTION

1 With regard to claims for contribution against Defendant; the Parties agree that
2 Defendant is entitled to protection against claims for contribution for matters addressed in this
3 Decree as provided by RCW 70A.305.040(4)(d).
4

XIX. INDEMNIFICATION

5
6 To the extent permitted by law, Defendant agrees to indemnify and save and hold the
7 State of Washington, its employees, and agents harmless from any and all claims or causes of
8 action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent
9 arising from or on account of acts or omissions of Defendant, its officers, employees, agents, or
10 contractors in entering into and implementing this Decree. However, Defendant shall not
11 indemnify the State of Washington nor save nor hold its employees and agents harmless from
12 any claims or causes of action to the extent arising out of the negligent acts or omissions of the
13 State of Washington, or the employees or agents of the State, in entering into or implementing
14 this Decree.
15
16

XX. COMPLIANCE WITH APPLICABLE LAWS

17
18
19 1. *Applicable Law.* All actions carried out by Defendant pursuant to this Decree shall
20 be done in accordance with all applicable federal, state, and local requirements, including
21 requirements to obtain necessary permits, except as provided in RCW 70A.305.090. The permits
22 or specific federal, state, or local requirements that the agency has determined are applicable
23 and that are known at the time of the execution of this Decree have been identified in the CAP
24 (Exhibit C). Defendant has a continuing obligation to identify additional applicable federal, state,
25 and local requirements which apply to actions carried out pursuant to this Decree, and to comply
26

1 with those requirements. As additional federal, state, and local requirements are identified by
2 Ecology or the Defendant, Ecology will document in writing if they are applicable to actions
3 carried out pursuant to this Decree, and the Defendant must implement those requirements.

4 2. *Relevant and Appropriate Requirements.* All actions carried out by Defendant
5 pursuant to this Decree shall be done in accordance with relevant and appropriate requirements
6 identified by Ecology. The relevant and appropriate requirements that Ecology has determined
7 apply have been identified in Exhibit C. If additional relevant and appropriate requirements are
8 identified by Ecology or the Defendant, Ecology will document in writing if they are applicable to
9 actions carried out pursuant to this Decree and the Defendant must implement those
10 requirements.
11

12 3. Pursuant to RCW 70A.305.090(1), Defendant may be exempt from the procedural
13 requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws
14 requiring or authorizing local government permits or approvals. However, Defendant shall
15 comply with the substantive requirements of such permits or approvals. For permits and
16 approvals covered under RCW 70A.305.090(1) that have been issued by local government, the
17 Parties agree that Ecology has the non-exclusive ability under this Decree to enforce those local
18 government permits and/or approvals. At this time, no state or local permits or approvals have
19 been identified as being applicable but procedurally exempt under this section.
20
21

22 4. Defendant has a continuing obligation to determine whether additional permits
23 or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial
24 action under this Decree. In the event either Ecology or Defendant determines that additional
25 permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the
26

remedial action under this Decree, it shall promptly notify the other party of its determination.

Ecology shall determine whether Ecology or Defendant shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Defendant shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Defendant and on how Defendant must meet those requirements. Ecology shall inform Defendant in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Decree. Defendant shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

5. Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Defendant shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

XXI. REMEDIAL ACTION COSTS

1. Defendant shall pay to Ecology costs incurred by Ecology pursuant to this Decree and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Decree preparation, negotiation, oversight, and administration. These costs shall include work

performed both prior to and subsequent to the entry of this Decree. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Defendant shall pay the required amount within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

2. In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

XXII. IMPLEMENTATION OF REMEDIAL ACTION

1. If Ecology determines that the Defendant has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Defendant, perform any or all portions of the remedial action or at Ecology's discretion allow the Defendant opportunity to correct. In an emergency, Ecology is not required to provide notice to Defendant, or an opportunity for dispute resolution. The Defendant shall reimburse Ecology for the costs of doing such work in accordance with Section XXI (Remedial Action Costs).

2. Except where necessary to abate an emergency situation or where required by law, the Defendant shall not perform any remedial actions at the Site outside those remedial actions required by this Decree to address the contamination that is the subject of this Decree,

1 unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section XIV
2 (Amendment of Decree). In the event of an emergency, or where actions are taken as required
3 by law, Defendant must notify Ecology in writing of the event and remedial action(s) planned or
4 taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the
5 event.

6 7 **XXIII. PERIODIC REVIEW**

8 So long as remedial action continues at the Site, the Parties agree to review the progress
9 of remedial action at the Site, and to review the data accumulated as a result of monitoring the
10 Site as often as is necessary and appropriate under the circumstances. Unless otherwise agreed
11 to by Ecology, at least every five (5) years after the initiation of cleanup action at the Site the
12 Parties shall confer regarding the status of the Site and the need, if any, for further remedial
13 action at the Site. At least ninety (90) days prior to each periodic review, Defendant shall submit
14 a report to Ecology that documents whether human health and the environment are being
15 protected based on the factors set forth in WAC 173-340-420(4). Under Section XVII (Covenant
16 Not to Sue), Ecology reserves the right to require further remedial action at the Site under
17 appropriate circumstances. This provision shall remain in effect for the duration of this Decree.
18
19

20 **XXIV. PUBLIC PARTICIPATION**

21 Ecology shall maintain the responsibility for public participation at the Site. However,
22 Defendant shall cooperate with Ecology, and shall:

- 23 A. If agreed to by Ecology, develop appropriate mailing lists, prepare drafts of
24 public notices and fact sheets at important stages of the remedial action, such as the
25 submission of work plans, remedial investigation/feasibility study reports, cleanup action
26

1 plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and
2 distribute such fact sheets and prepare and distribute public notices of Ecology's
3 presentations and meetings.

4 B. Notify Ecology's project coordinator prior to the preparation of all press
5 releases and fact sheets, and before major¹ meetings related to remedial action work to
6 be performed at the Site with the interested public and/or local governments. Likewise,
7 Ecology shall notify Defendant prior to the issuance of all press releases and fact sheets
8 related to remedial action work to be performed at the Site, and before major meetings
9 related to remedial action work to be performed at the Site with the interested public
10 and/or local governments. For all press releases, fact sheets, meetings, and other
11 outreach efforts by Defendant that do not receive prior Ecology approval, Defendant shall
12 clearly indicate to its audience that the press release, fact sheet, meeting, or other
13 outreach effort was not sponsored or endorsed by Ecology.
14

15
16 C. When requested by Ecology, participate in public presentations on the
17 progress of the remedial action at the Site. Participation may be through attendance at
18 public meetings to assist in answering questions, or as a presenter.
19

20 D. When requested by Ecology, arrange and/or contribute to information
21 repositories at the following locations:

- 22 i. Ridgefield Public Library
23 210 N. Main Avenue
24

25 ¹ Such as: public hearings/ meetings, walking tours, City Council meetings where the Site is on the agenda, and
26 meetings of governing boards of other municipalities that City staff will attend where the Site is on the agenda.

Ridgefield, WA 98642

- ii. Washington State Department of Ecology
Southwest Regional Office
300 Desmond Drive
Lacey, WA 98503

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Southwest Regional Office in Lacey, Washington.

XXV. DURATION OF DECREE

The remedial program required pursuant to this Decree shall be maintained and continued until Defendant has received written notification from Ecology that the requirements of this Decree have been satisfactorily completed. This Decree shall remain in effect until dismissed by the Court. When dismissed, Section XI (Retention of Records), Section XVII (Covenant Not to Sue), Section XVIII (Contribution Protection), Section XIX (Indemnification), and Section XXVI (Claims Against the State) shall survive.

XXVI. CLAIMS AGAINST THE STATE

Defendant hereby agrees that it will not seek to recover any costs accrued in implementing the remedial action required by this Decree from the State of Washington or any of its agencies; and further, that Defendant will make no claim against any MTCA account for any costs incurred in implementing this Decree. Except as provided above, however, Defendant expressly reserves its right to seek to recover any costs incurred in implementing this Decree

from any other PLP. This section does not limit or address funding that may be provided under
WAC 173-322A.

XXVII. EFFECTIVE DATE

This Decree is effective only upon the date (Effective Date) that title to the Property vests
in Defendant, City of Ridgefield, following entry of this Decree by the Court. If the City of
Ridgefield does not acquire title to the Property within six months of entry, this Decree shall be
null and void as between the City and Ecology and the parties shall file a Stipulation and Agreed
Order of Dismissal without prejudice or an award of costs to either party.

//

//

XXVIII. WITHDRAWAL OF CONSENT

If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Barry Rogowski
Program Manager
Toxics Cleanup Program
360-485-3738

Date: 9/21/23

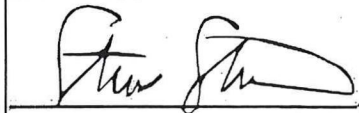
ROBERT W. FERGUSON
Attorney General



Kara Tebeau WSBA No. 49923
Assistant Attorney General
360-586-3633

Date: 9/21/2023

CITY OF RIDGEFIELD

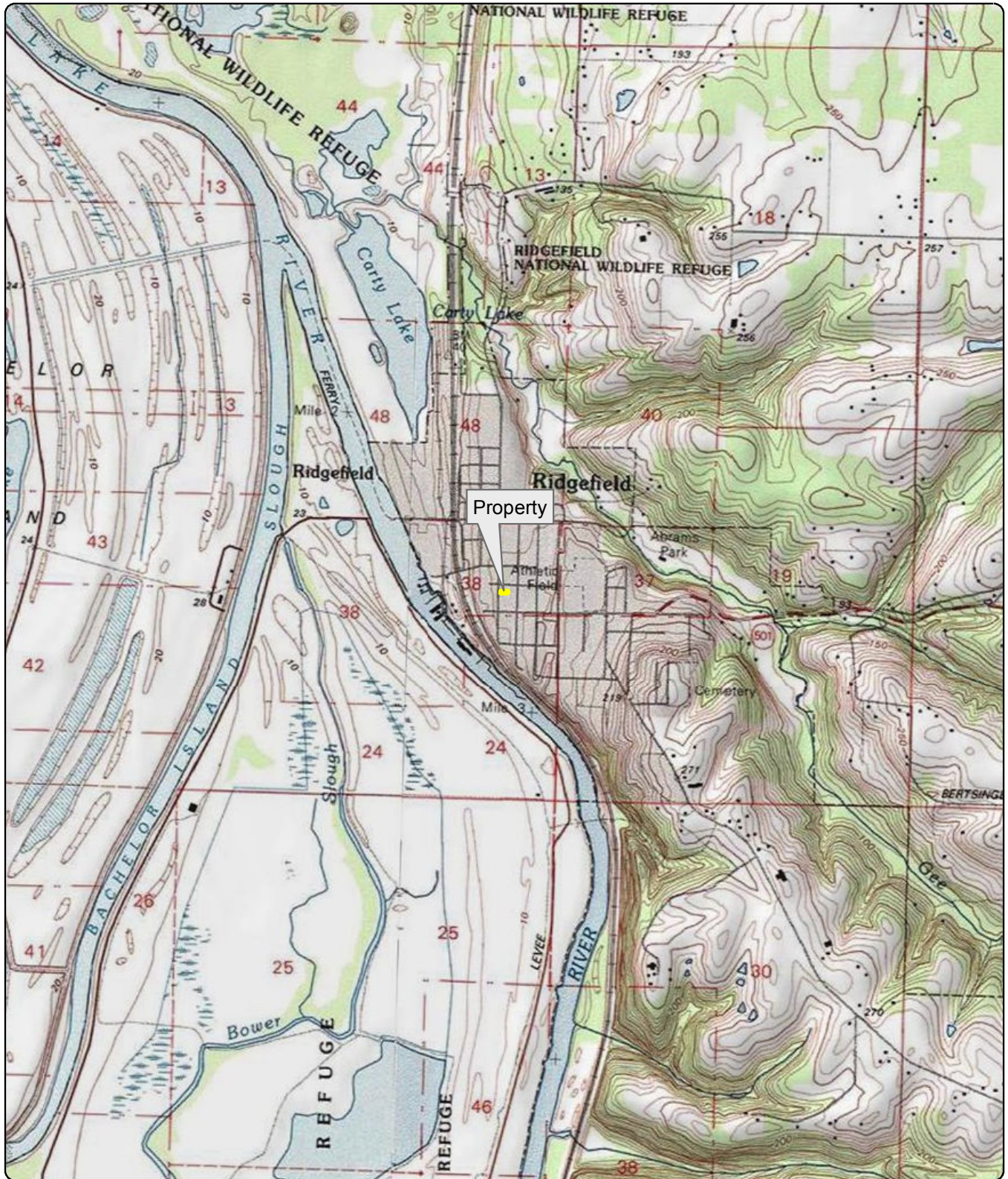


Steve Stuart
City Manager
360-887-3557

Date: July 3, 2023

ENTERED this ____ day of _____, 20__.

JUDGE
Clark County Superior Court



Property Address: Pioneer St & Main St, Ridgefield,
Clark County, Washington
Source: US Geological Survey (1990) 7.5-minute
topographic quadrangle: Ridgefield
DLC 38/Section 24, Township 4 North, Range 1 West



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p. 360 694 2691 | www.maulfooster.com

This product is for informational purposes and may not have been prepared for, or be suitable
for legal, engineering, or surveying purposes. Users of this information should review or
consult the primary data and information sources to ascertain the usability of the information.

EXHIBIT A Site Location Diagram

Former Park Laundry
City of Ridgefield, Washington

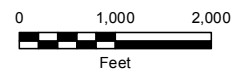




EXHIBIT B **Approximate Site** **Boundary, Property,** **and Source Area**

Former Park Laundry
City of Ridgefield,
Washington

Legend

-  Park Laundry Monitoring Well
-  Port of Ridgefield Monitoring Well
-  Property Boundary
-  Estimated Site Boundary
-  Source Area Boundary
-  Cross Section

0 100 200
Feet



EXHIBIT C

Former Park Laundry

Final Cleanup Action Plan



Former Park Laundry
122 N Main Avenue
Ridgefield, Washington 98642

Facility Site ID: 8100630
Cleanup Site ID: 4099

Final Cleanup Action Plan

Issued by

Washington State Department of Ecology
Toxics Cleanup Program
Southwest Regional Office
300 Desmond Dr SE
Lacey, Washington 98503

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Figure 2-4	Conceptual Site Model Of Potential Human Exposure Pathways
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ACRONYMS AND ABBREVIATIONS

1,1-DCE	1,1-dichloroethene
ARARs	Applicable or Relevant and Appropriate Requirements
bgs	below ground surface
CAP	Cleanup Action Plan
CD	Consent Decree
cis-1,2-DCE	cis-1,2-dichloroethene
COC	Contaminant of Concern
CUL	Cleanup Level
EC	Environmental Covenant
Ecology	Washington State Department of Ecology
EDR	Engineering Design Report
ICs	Institutional Controls
LWBZ	lower water-bearing zone
MCLs	Maximum Contaminant Levels
MFA	Maul Foster & Alongi, Inc.
MTCA	Model Toxics Control Act
PCE	tetrachloroethene
PLP	potentially liable persons
POCs	points of compliance
Port	Port of Ridgefield
PQLs	Practical Quantitation Levels
Property	Former Park Laundry located at 122 North Main Avenue in Ridgefield, Washington
PWT	Pacific Wood Treating facility
QAPP	Quality Assurance Project Plan
RCRA	Resource Conservation and Recovery Act
RCW	Revised Code of Washington
REL	Remediation Level
RI/FS	Remedial Investigation/Feasibility Study
SAP	Sampling and Analysis Plan
SEPA	State Environmental Policy Act
Site	The extent of Property-related contamination, which corresponds to the extent of groundwater contamination.
Source Area	The Property and the two vacant lots directly north of the Property and a portion of the parcel to the south
trans-1,2-DCE	trans-1,2-dichloroethene
µg/kg	micrograms per kilogram
µg/L	micrograms per liter
UIC	underground injection control
URIC	Union Ridge Investment Company
UWBZ	upper water-bearing zone
VC	vinyl chloride
VOCs	volatile organic compounds
WAC	Washington Administrative Code

EXECUTIVE SUMMARY

This document presents the cleanup action plan (CAP) for the Former Park Laundry site in Ridgefield, Washington. This CAP is intended to meet the requirements of the Model Toxics Control Act administered by the Washington State Department of Ecology (Ecology) under chapter 173-340 of the Washington Administrative Code (WAC). This CAP describes Ecology's required cleanup action for the Site and sets forth the requirements that the cleanup must meet.

Soil, vapor, and groundwater impacts related to tetrachloroethene (PCE) and its degradation products resulting from former dry cleaner operations have been confirmed. The groundwater plume covers an estimated 22 acres. The plume generally follows the topography of the area, extending north and west from the Property, and is bounded on the west by Lake River. This CAP addresses the potential human health and environmental concerns associated with these impacts, based on Ecology's selected remedy (Alternative 4) from the Remedial Investigation/Feasibility Study (RI/FS) analysis conducted by Maul Foster & Alongi, Inc. (MFA, 2019).

The selected remedy consists of soil excavation down to 15 feet below ground surface (bgs) in the groundwater Source Area (including the former Park Laundry property, a City of Ridgefield parcel, and two privately owned [Hinrich] parcels), focused groundwater remediation, institutional controls, and groundwater monitoring. If contamination remains in the Source Area and it is redeveloped, a vapor barrier should be included, as part of building construction, or additional data should be collected to show that there is no threat to indoor air.

1.0 INTRODUCTION

1.1 Purpose

This document is the CAP for the Former Park Laundry Site. Park Laundry formerly operated on a small parcel of land located at 122 North Main Avenue in Ridgefield, Washington (the Property). The location of the Property is shown in Figure 1-1. A CAP is required as part of the site cleanup process under chapter 173-340 WAC, MTCA Cleanup Regulations. The purpose of this CAP is to identify the proposed cleanup action for the Site and to provide an explanatory document for public review. More specifically, this CAP:

- Describes the Site.
- Summarizes current Site conditions.
- Describes the selected cleanup action for the Site and the rationale for selecting this alternative.
- Identifies Site-specific cleanup levels (CULs), remediation levels (RELs), and points of compliance (POCs) for each hazardous substance and medium of concern for the proposed cleanup action.
- Identifies applicable state and federal laws for the proposed cleanup action.
- Identifies residual contamination on the Site, as well as restrictions on future uses and access to areas where Site contamination may remain to ensure continued protection of human health and the environment.
- Describes installation of additional monitoring wells to investigate contamination in deep aquifer beneath the site.
- Discusses compliance monitoring requirements.
- Presents the schedule for implementing the CAP.

Ecology has made a preliminary determination that a cleanup conducted in conformance with this CAP will comply with the requirements for selection of a remedy under WAC 173-340-360.

1.2 Previous Studies

This CAP is based on the results of the RI/FS (MFA, 2019), which incorporated the remedial action work plan (MFA, 2010a) and subsequent work plans (MFA, 2010b, 2012, 2014), all of which were approved by Ecology in advance of the work being performed.

Results of previous investigations indicate that volatile organic compounds (VOCs) are present on the Property and on neighboring properties. The Site is defined by the extent of contamination in all media (see Figure 1-2). Historically, the Property was used by Park Laundry, which performed dry cleaning operations that likely resulted in the release of tetrachloroethene (PCE).

2.0 SITE DESCRIPTION

2.1 Property and Site Description

The Property is zoned as Downtown Mixed Use and is approximately 25 feet wide (north-south) and 100 feet long (east-west). The Property is located near commercial businesses or publicly owned entities (e.g., police and fire station). Beyond these, the land use is primarily residential.

The contaminated groundwater plume covers an estimated 22 acres. The plume generally follows the topography of the area—extending north and west from the Property, and is bounded on the west by Lake River. Soil impacts and soil vapor are within the extent of the groundwater impact. Figure 1-2 depicts the estimated Site boundary as defined by the RI.

For the purposes of this CAP, “the Source Area” is defined as the area of the Site with the highest concentrations in soil, groundwater, and soil vapor; this includes the Property and the adjoining parcels to the north and south of the Property. Immediately to the north are two vacant and privately owned (Hinrich) parcels. These parcels and the Property are presently used as a parking lot. To the south, contamination extends into the northern portion of a parcel which is owned by the City of Ridgefield and is used as a parking lot.

Groundwater contamination sourced from the Park Laundry Site has entered the Port of Ridgefield's (Port's) property, which is subject to a separate Consent Decree (CD) (Ecology, 2013), and CAP for contamination from the former Pacific Wood Treating (PWT) facility. There are two separate plumes of VOC contaminated groundwater at the Port property. The northern plume is sourced from PWT operations and generally located north of Division Street on the Port property. The southern plume is sourced from the Park Property and generally located south of Division Street on the Port property.

With the groundwater flow from the Park Property towards Lake River, CULs protective of surface water in monitoring wells on the bank of Lake River (MW-29D, MW-47D and MW-46D) have been established.

2.2 Site Topography, Geology, and Hydrogeology

The Site topography consists of upper and lower terrace areas trending north and south. A west-facing slope separates them. The Source Area is located on the upper terrace where City of Ridgefield commercial properties reside with some residential properties. The slope starts west of North 1st Avenue dropping from about 80 feet to 20 feet in elevation over a horizontal distance of about 250 feet before arriving at the lower terrace. The slope is covered with residential properties. The lower terrace is Port of Ridgefield property that is bare undeveloped land and the location of the former PWT operations area. Lake River borders the west side of the lower terrace.

The Site is underlain by Holocene to Tertiary age alluvial deposits (see Figures 1-2 and 2-1). Two water-bearing zones beneath the site are separated by an aquitard. The upper water-bearing zone (UWBZ) overlies the aquitard. It consists of Pleistocene age silty sand and sand that make up the

surface deposits of the upper terrace and most of the slope between terraces. The silty sand and sand grades into a sandy gravel unit beneath the western portion of the slope and the lower terrace. Holocene age deposits of silt, sand and silty sand overlay the sandy gravel to make up the surface deposits of the lower terrace.

The aquitard beneath the UWBZ consists of clay and silty gravel. The clay portion is about 40 feet thick, is in contact with, and overlies the silty gravel portion. The clay portion pinches out to the west only being found beneath the upper terrace and part of the slope between the terraces. The clay portion is considered Pleistocene in age while the underlying silty gravel is thought to be Tertiary age. The silty gravel unit extends beneath the entire site.

Beneath the clay and silty gravel aquitard is the Tertiary age lower water-bearing zone (LWBZ). It consists of some sand and sandy gravel extending beneath the entire Site.

Groundwater flow in the upper terrace is to the north, northwest and turns to the west to follow topographic slope to the lower terrace and Lake River. Groundwater elevation data from Site monitoring wells show that groundwater flow is consistent season to season. The clay aquitard is unsaturated and shallow groundwater is perched above that clay. The perched groundwater is considered non-potable due to insufficient flow and shallow depth (15 to 19 feet bgs). The shallow depth would not allow for meeting surface seal minimum well construction standards. Beyond where the clay pinches out, groundwater transitions from non-potable to potable. Groundwater flow direction beneath the Port property is consistently east to west in the UWBZ. There are no monitoring wells in the LWBZ unit so groundwater flow direction is not known there.

The groundwater contaminant extent in the Source Area and upper terrace is defined, being contained above the clay aquitard. Downslope to the west, contamination has entered the sandy gravel above the silty gravel aquitard. Because the vertical extent of contamination through the silty gravel aquitard is unknown, Ecology is requiring at least three additional monitoring wells in the underlying sandy gravel unit of the LWBZ.

Conservative groundwater modeling conducted for the Port of Ridgefield by MFA indicates groundwater flow in the UWBZ is towards Lake River. Reportedly, PCE concentrations in groundwater would attenuate to levels below the most stringent regulatory criteria (surface-water CULs) before discharging to Lake River. However, Ecology is not sure this is the case and to be most protective it considers the soil leaching to groundwater pathway and groundwater to surface water pathways complete.

Ecology determined that because contaminated groundwater from the non-potable portion of the Site migrates to groundwater that is potable, groundwater throughout the Site is considered potable.

2.3 Site History

Park Laundry operated on the Property from approximately 1965 to 1977. The former owner/operator, Mr. Alvin Johnson, is deceased. The laundry service is believed to have included dry-cleaning services and self-service, coin-operated washers and dryers. Park Laundry's operations had ceased by 1978 when Union Ridge Investment Company (URIC) purchased the Property on May 31, 1979. There was no dry-cleaning equipment in the building at the time of purchase. The Property was sold to Mr. Larry Beaman on February 15, 2000. Mr. Beaman removed the building and subsequently defaulted on his obligations. The Property was quitclaimed to Mr. Robert Hyatt, representing URIC, who then quitclaimed the Property to URIC on November 19, 2007. Mr. Hyatt was the last surviving member of the URIC until he passed in 2019.

A parking lot used by the Ridgefield Police Department and owned by the City of Ridgefield is located along the southern border of the Property. To the east is a one-lane, paved alleyway, bordered by a city skate park and fire station. To the west is North Main Avenue and a food and drink establishment owned by MRS Development, LLC. To the north are two vacant lots owned by Frankie Rima-Hinrich (Clark County GIS, 2016).

MFA reviewed state and federal agency database records, aerial photographs, and Sanborn Fire Insurance Maps for historical information related to the Property to evaluate the area for other potential sources of contamination (MFA, 2011a). Based on MFA's review of state and federal agency records, petroleum-hydrocarbon contamination has been confirmed on nearby properties; however, it is not a chemical of interest for the Park Laundry Site. No other sources of PCE were identified.

2.4 Human Health and Environmental Concerns

The RI/FS report (MFA, 2019) provides a detailed summary of the remedial investigation and previous investigation results and is referenced for detailed information regarding the nature and extent of contaminants and the risk associated with those contaminants. PCE and its possible degradation products are contaminants of concern for the Park Laundry Site.

Soil investigations were conducted in 2010 and 2011 to delineate the nature and extent of soil impacts (MFA, 2010c; 2011a,b). The lateral extent of soil impacts down to 15 feet bgs is generally confined to the Property and the adjoining Hinrich parcels. PCE is also found in a small area of shallow soil on a parcel owned by the City of Ridgefield south and adjoining the Property (see Figure 2-2).

The extent of groundwater impacts has been delineated in the UWBZ, with the exception of monitoring well MW20 to the south of the site; representative concentrations from 2018 and 2019 are shown on Figure 2-3.

An investigation conducted in 2012- 2013 with oversight from Ecology and the Washington State Department of Health demonstrated that vapor intrusion is not a pathway of concern for the Site, except in the event that a building be constructed in the Source Area, absent remediation.

If contamination remains in the Source Area and it is redeveloped, a vapor barrier should be included as part of building construction or additional data should be collected to demonstrate that

there is no risk to indoor air. The following are considered as complete exposure pathways at the Site:

- Ingestion or dermal contact by Source Area workers of contaminated soil or groundwater.
- Incidental inhalation of vapors and or dust by Source Area workers from contaminated soil.
- Inhalation of solvent vapors by Source Area workers from contaminated groundwater.
- Contaminant uptake by aquatic life and humans from fish consumption.
- Potential for indoor air inhalation of VOCs volatilizing from Source Area soil or groundwater to any new building constructed at the Source Area.

2.5 Cleanup Standards

2.5.1 Contaminants of Concern

Contaminants of concern (COCs) include trichloroethene (TCE) and PCE. These compounds were selected as COCs based on screening analytical data obtained from groundwater and soil sampling that had concentrations above applicable MTCA CULs.

2.5.2 Cleanup Levels

CULs are selected to be protective of the human health and environment for each media. CULs are provided for PCE and TCE as well as for natural degradation products of PCE and TCE; 1,1-dichloroethene (1,1-DCE), cis-1,2-dichloroethene (cis-1,2-DCE), trans-1,2-dichloroethene (trans-1,2-DCE) and vinyl chloride (VC). VC has been detected in groundwater but not in soil. Compounds other than PCE and TCE have not been detected in Site soil or groundwater, except VC in groundwater, but might appear at some time in the future from PCE and TCE breakdown. There is the potential for contaminants to leach from soil into groundwater at the Source Area. Groundwater flow direction is from the Source Area towards Lake River. CULs are derived to be protective of soil to groundwater to surface water. Site CULs are included on Table 2-1. CULs for impacted media are discussed below:

- **Soil:** Final CULs for unsaturated and saturated soil are based on protection of potable water and for leaching from soil to groundwater to surface water. When the CULs are lower than the Practical Quantitation Levels (PQLs) those CULs have been adjusted to the PQL. All selected CULs for soil have been found to have a cumulative excess cancer risk of less than 1 in 100,000 (1.0×10^{-5}) and a combined noncancer hazard index (HI) of less than 1.
- **Groundwater:** Final CULs are based on MTCA Method B, the State/Federal Maximum Contaminant Levels (MCLs), Title 40 CFR 131.45, WAC 173-201A, and the Federal Clean Water Act 304. When the CULs are lower than PQLs those CULs have been adjusted to the PQL. All selected CULs for groundwater have been found to have a cumulative excess cancer risk of less than 1 in 100,000 (1.0×10^{-5}). The combined noncancer HI for the selected

groundwater CULs exceeds an acceptable HI of 1 but meets the MTCA target threshold of 1 when segregated by target organ.

2.5.3 Remediation Levels

An REL of 0.05 mg/kg in soil was selected to guide the removal of soil containing PCE in the Source Area at the Site. Removal of this material will aid in and increase site-wide degradation of COCs below proposed CULs (Section 2.5.3) via soil excavation and *in situ* groundwater treatment. Approximate proposed excavation extents and in-situ groundwater treatment through injections can be found in Figure 4.1. Final excavation extents will be defined in forthcoming Engineering Design Report (EDR) upon completion of pre-design sampling.

3.0 EVALUATION OF CLEANUP ACTION ALTERNATIVES

3.1 Technology Screening

A preliminary screening of applicable technologies was completed based on technologies discussed in the Federal Remediation Technologies Roundtable Screening Matrix as well as on commonly used industry remediation methods. A number of cleanup techniques are viable to reduce the contaminant levels and reduce toxicity and exposure risk in the areas of highest contaminant concentrations. This in turn will allow natural processes to degrade contaminants where active cleanup actions are not practical. Technologies determined to be effective and implementable were retained for further consideration in the selection of a cleanup alternative:

Natural Attenuation

Natural attenuation, to the extent to which it is occurring on site, is considered; however, it is not fully relied on for Site cleanup. Several studies have indicated that concentrations of PCE and other chlorinated solvents are reduced by reductive dechlorination under anaerobic conditions; however, there is limited evidence for anaerobic biodegradation of chlorinated organics via natural attenuation (USEPA, 1998). A preliminary analysis of natural attenuation, conducted by MFA (Section 4.2.4), showed limited evidence of natural attenuation. That said, decreases in Source Area concentrations will promote decreases in down gradient concentrations as a result of dispersion.

Excavation and Off-Site Disposal

Excavation would remove from the Property all or some of the soil exceeding CULs or REL. Excavated material would be transported to a permitted, off-Site disposal facility.

***In Situ* Groundwater Treatment**

In situ groundwater treatment remediates the groundwater in place. Chlorinated solvents are reduced by reductive dechlorination and biodegradation. Chemical breakdown is enhanced by healthy microorganism populations that occur naturally in the subsurface and coupled with chemical compounds to enhance microorganism reproduction and growth. The *in situ* groundwater treatment

introduces the chemical and biological compounds into the contaminant plume, often by injection, to reduce the contaminant concentrations. This process is often cost effective and more easily implementable than other remedial technologies. Implementation of this technology does not guarantee that concentration levels will be reduced to CULs.

Institutional Controls

Institutional controls (IC) (e.g., a restrictive covenant) may be required to reduce or limit future exposure of receptors to soil and groundwater containing residual COCs at concentrations above relevant CULs. Deed notifications inform potential purchasers of the presence of COCs in soil, soil gas, and/or groundwater, and may limit activities or land use as well as defining requirements for future site-redevelopment activities.

3.2 Evaluation of Cleanup Alternatives

Cleanup alternatives presented in the FS include the following:

- Alternative 1 was no action that does not pass the threshold requirements, and is not discussed further.
- Alternative 2 includes soil excavation of the Source Area to a fifteen foot depth but no groundwater treatment.
- Alternative 3 includes soil excavation of the Source Area to 6 foot depth and focused groundwater remediation out to MW-03.
- Alternative 4 includes soil excavation of the Source Area to fifteen foot depth and focused groundwater remediation out to MW-03.
- Alternative 5 includes soil excavation of the Source Area to 6 foot depth and focused, expanded groundwater remediation encompassing MW-03 and MW-05.
- Alternative 6 includes soil excavation of the Source Area to fifteen foot depth and focused, expanded groundwater remediation encompassing MW-03 and MW-05.
- Alternative 7 includes soil excavation of the Source Area to fifteen foot depth and focused, expanded groundwater treatment encompassing MW-03 and MW-05. It also includes reactive zone injections along public access ways reaching down plume out to Division Street.

Cleanup actions are subject to the threshold requirements set forth in WAC 173-340-360(2)(a). Under the threshold requirements, the cleanup action shall:

- Protect human health and the environment.
- Comply with cleanup standards.
- Comply with applicable state and federal laws.
- Provide for compliance monitoring.

Alternatives 2 through 7 employ Institutional Controls, compliance groundwater monitoring, and monitored natural attenuation.

The selected CULs and REL are consistent with MTCA. Additionally, local, state, and federal laws related to environmental protection, health and safety, transportation, and disposal would apply to the proposed alternatives. Applicable or relevant and appropriate requirements (ARARs) will be refined during the design process. The following are the current significant ARARs:

- Resource Conservation and Recovery Act (RCRA): Disposal of any material off site would be subject to RCRA to ensure appropriate disposal of waste, including hazardous and nonhazardous material. All alternatives include soil excavation and off-site disposal; the material will be profiled and disposed of at an approved and regulated facility.
- Washington State Hazardous Waste Management Regulations: As with the federal RCRA regulations, the material disposed of may be subject to dangerous waste management regulations (Revised Code of Washington [RCW] 70A.300, WAC 173-303). Unless exempt from these regulations, all waste will be handled according to these regulations.
- The Washington State Environmental Policy Act (SEPA): The SEPA process is undertaken when a state governmental entity makes a decision. A SEPA checklist is completed by the lead governmental agency to make a determination of impact.
- Underground Injection Control (UIC) Regulations: UIC regulations require permitting of a project before material can be injected into the subsurface.
- RCW 18.104 and WAC 173-160: Regulates water well construction minimum standards.
- Water Pollution Control RCW 90.48: Regulates storm water discharge from construction sites.

During remedial design, the selected alternative will be designed to comply with ARARs.

3.2.1 Evaluation Factors

MTCA states that in the selection of a cleanup alternative, preference shall be given to “permanent solutions to the maximum extent practicable.” “Permanent” is defined in WAC 173-340-200 as a cleanup action in which the cleanup standards of WAC 173-340-700 through 760 are met without further action being required at the Site being cleaned up or at any other Site involved with the cleanup action, other than the approved disposal of any residue from the treatment of hazardous substances.

To determine the “maximum extent practicable” for each alternative, a disproportionate-cost analysis (DCA) outlined in WAC 173-340-360(3)(e) is used. Costs are determined to be disproportionate to benefits if the incremental cost of a more expensive alternative over that of a lower-cost alternative exceeds the incremental degree of benefits achieved by the more expensive alternative. Consistent with WAC 173-340-360(3)(f), the evaluation criteria used were a mix of qualitative and quantitative factors, including protectiveness, permanence, effectiveness over the

long term, management of short-term risks, technical and administrative implementability, and consideration of public concerns.

The cleanup alternatives are evaluated by the criteria below.

3.2.2 Protectiveness

Protectiveness is a factor by which human health and the environment are protected by the cleanup action, including the degree to which existing risks are reduced; the time required to reduce risk at the facility and attain cleanup standards; on-Site and off-Site risks resulting from implementing the cleanup action alternative; and improvement of the overall environmental quality.

Generally, all of the alternatives are protective because there is no complete exposure pathway at the Site, with the exception at the Source Area and where impacted groundwater might enter surface water. All of the alternatives will reduce contamination.

Alternative 2 has a lower ranking for protectiveness: human and ecological exposure to soils exceeding CULs and REL is minimized by removal of the soil from the Site; however, treatment of groundwater would not be addressed in this alternative. Alternatives 3, 4, 5, 6, and 7 also address soil-exceeding CULs and REL by removal from the Site; but, compared to Alternative 2, they hasten the groundwater remediation and are expected to treat soil impacts not removed via excavation (i.e., B8) through *in situ* injections.

3.2.3 Permanence

Permanence is a factor by which the cleanup action alternative permanently reduces the toxicity, mobility, or volume of hazardous substances. It takes into account the adequacy of the alternative in destroying the hazardous substances, the reduction or elimination of hazardous substance releases and sources of releases, the degree of irreversibility of the waste-treatment process, and the characteristics and quantity of treatment residuals generated. Removal of soil would be considered the most permanent soil action because it would permanently eliminate the source of releases at the Property.

Excavation will be used to remove soil contamination. However, it is not feasible to permanently remove all groundwater contamination because low conductivity of the upper terrace deposits and the large contaminant plume. Therefore, the permanence of all alternatives depends on the extent of groundwater treatment and natural attenuation of the contaminants. Alternatives 3, 4, 5, 6, and 7 use additional groundwater treatment and decrease contaminant levels sooner than alternatives without additional groundwater treatment. The alternatives are ranked based on the extent of soil removal and groundwater remediation in order of least to most permanent: Alternative 2, Alternative 3, Alternatives 4 and 5, Alternatives 6 and 7.

3.2.4 Effectiveness over the long term

Long-term effectiveness includes the degree of certainty that the alternative will be successful over the long term; the reliability of the alternative for the expected duration of hazardous substances remaining on site at concentrations that exceed CULs; the magnitude of residual risk with the alternative in place; and the effectiveness of controls required to manage treatment residues or remaining wastes.

Alternative 7 is considered most effective over the long term in addressing groundwater contamination, with Alternative 6 closely ranked behind. Alternatives 4 and 5 are ranked slightly lower than Alternative 6. Alternative 3 addresses the highest areas of the groundwater contamination via bioremediation but not the entirety, resulting in a slightly less effective alternative than Alternatives 4 and 5. Alternative 2 is ranked lower, as no active groundwater remediation is incorporated.

3.2.5 Management of short-term risks

Short-term risks to remediation workers, the public, and the environment are assessed under this criterion. Generally, short-term risks are expected to be linearly related to the amount of material handled, treated, and/or transported and disposed of (e.g., worker injury per cubic yard excavated [equipment failure], public exposure per cubic yard-mile transported [highway accident]).

This factor addresses the risk to human health and the environment associated with the alternative during construction and implementation, and the effectiveness of measures that will be taken to manage such risks. Potential public exposure during transport, handling, and excavation required for the alternatives could lead to short-term risks.

Alternative 3 best facilitates the management of short-term risks, as it includes only shallow soil removal and handling and Source Area injections. Alternatives 2, 4, 6, and 7 include the deeper soil removal and handling, but the deeper extent includes saturated soil with increased shoring and dewatering. Alternatives 5, 6 and 7 also involve drilling in the right-of-way. Alternative 3 is ranked highest, as the active remediation is concentrated in the Source Area and the risks can be controlled accordingly. Alternative 7 is ranked lowest, based on both the deeper soil excavation and extensive injections along public rights-of-way, resulting in slightly higher potential risk to remediation workers and the public.

3.2.6 Technical and administrative implementability

This factor addresses whether the alternative can be implemented and is technically possible. The availability of necessary materials, regulatory requirements, scheduling, access for construction operations and monitoring, and integration with existing and neighboring site uses must be considered.

The deeper soil removal for Alternatives 2, 4, 6 and 7 reduces the implementability.

Alternatives 5, 6, and 7 include the implementation issues associated with increased areas of injection.

3.2.7 Consideration of public concerns

This factor considers concerns from individuals, community groups, local governments, tribes, federal and state agencies, and any other organization that may have an interest in or knowledge of the Site and that may have a preferred alternative. Through the public process, the public will have an opportunity to review and comment on plans.

3.2.8 Disproportionate-Cost Analysis

In accordance with WAC 173-340-360(3)(e), the most practicable permanent solution evaluated will be the baseline cleanup action alternative to which the other cleanup action alternatives are compared. Based on this, Alternative 7 is the baseline alternative for this analysis. Each alternative was given a ranking between one and five (five being optimal, one being inadequate). Where there were only slight differences, fractional rankings were applied. Based on these criteria, Alternative 2 is ranked 2.7; Alternative 3 is ranked 3.5; Alternative 4 is ranked 3.6; Alternative 5 is ranked 3.3; Alternatives 6 and 7 are ranked 3.2 (see initial DCA rankings on Table 3-1).

4.0 DESCRIPTION OF CLEANUP ACTION SELECTED

Results of the disproportionate-cost analysis used in selecting the cleanup action, as provided in the RI/FS (MFA, 2019), indicated Alternative 3 has the highest ranking. Alternative 3 consists of Source Area soil excavation up to six feet bgs, Source Area focused groundwater remediation, institutional controls, and compliance groundwater monitoring.

Ecology has the discretion to favor or disfavor qualitative benefits of the various cleanup alternatives considered and can use that information in selecting a cleanup action. Ecology has reassessed benefits of each cleanup alternative and adjusted the DCA rankings accordingly (see initial and adjusted DCA on Table 3-1). This has resulted in Alternative 4 having the highest cleanup option ranking. Ecology is selecting Alternative 4 as the preferred cleanup option as explained below.

Included here is a description of cleanup Alternatives 3 and 4 and the differences between them.

Soil excavation

The soil excavation is centered primarily on the Property and extends to the adjoining Hinrich parcels and shallow soil on property owned by the City. Source Area excavation in Alternative 3 would be 3 to 6 feet bgs covering approximately 700 square foot area (approximately 250 cubic yards total). This would leave soil contamination above REL in the subsurface from 6 to 15 feet bgs. Soil excavation in Alternative 4 would cover an approximately 1,700 square foot area with excavation to 15 feet bgs and a 300 square foot area to 3 feet bgs (approximately 1,000 cubic yards total) (see Figure 4-1). Excavation would be to the top of the underlying clay unit. Contamination does not appear to enter into the clay unit. Alternative 4 would remove soil above REL and contamination that

is a potential contaminant source to groundwater and decrease the potential for direct exposure contact during any building construction and subsurface excavation activity.

At least ten confirmation soil samples would be collected from the excavation limits and be submitted for VOC analysis following Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) requirements.

Alternative 4 would differ from Alternative 3 because dewatering would be needed to allow Source Area excavation below the water table (ranging seasonally between 2 to 7 feet bgs). That water would be contained and characterized for appropriate treatment and disposal. Decommissioning of monitoring wells MW01 and MW21 would be needed as they are located in the area of the deeper excavation. Another advantage of Alternative 4 is the dewatering would remove impacted groundwater from the Source Area reducing subsurface contaminant contribution from groundwater.

For either alternative, excavated soil will be assessed for hazardous content and disposed at a Subtitle C, or other appropriate, landfill. Cost-effective and environmentally protective methods of disposal, including a Contained-In Determination issued by Ecology, will be explored during remedial design. The excavation will be backfilled with clean, imported fill to existing ground surface and compacted to a minimum of 92 percent based on the Modified Proctor Test (ASTM 2012). Surface restoration will be completed with gravel or asphalt pavement to match previous conditions.

Groundwater treatment

In situ groundwater treatment would be the same for either Alternative. Treatment area on the Property and the Source Area would be outside the excavated area to MW03, using injection points to treat PCE in groundwater. For the purpose of the cost estimate, 9,700 square feet will be treated from an average depth of 5 to 15 feet bgs with a reducing agent and enhanced bioremediation solutions (i.e., 43,450 pounds of anaerobic EHC™ bioremediation amendment followed by 30 liters of microorganism DHC inoculation to enhance degradation) (see Figure 4-1). The cost estimate was conservatively based on treating PCE concentrations of approximately 300,000 micrograms per kilogram (µg/kg) in soil and 20,000 micrograms per liter (µg/L) in groundwater for the Property and 100,000 µg/kg in soil and 7,000 µg/L in groundwater in the Source Area (nearing MW03).

4.1 Evaluation Factors

The following criteria were used to evaluate and compare Alternatives 3 and 4 following the disproportionate-cost analysis format to determine whether a cleanup action is permanent to the maximum extent practicable.

Protectiveness

In the FS, Alternative 3 and 4 have the same ranking for protectiveness. Alternative 3 only removes contaminated soil to six feet in depth whereas Alternative 4 soil removal is to 15 feet bgs. Alternative 4 removes contaminated groundwater from the subsurface during dewatering that is not done in Alternative 3. One of the arguments in the FS on Alternative 3 protectiveness is *in situ* groundwater

treatment would likely result in ancillary treatment of soil contamination beneath the water table, reducing the benefit to excavate deeper soil. However, contamination removal is more effective than treatment by substrate injection because the substrate may not reach all contamination. Ecology finds that Alternative 4 removes more contamination from the ground sooner than Alternative 3 and is therefore more protective and ranked higher than Alternative 3.

Permanence

Ecology agrees with the FS where Alternative 4 is ranked higher than Alternative 3 for this criterion because of the greater extent of soil and groundwater removal and groundwater treatment to be more effective with less residual contamination to treat and because there is less source contribution to groundwater to feed the distal plume.

Effectiveness over the long term

Ecology agrees with the FS where Alternative 4 is ranked higher than Alternative 3 for the same reasons provided under the permanence criterion. Also, with more initial removal of contamination, the cleanup timeframe is reduced.

Management of short-term risks

Ecology agrees with the FS where Alternative 3 is ranked higher than Alternative 4 because more impacted media is being handled and transported. Ecology's change to the rankings for Alternatives 3 and 4 better aligns them with the other alternative rankings and relative risks.

Technical and administrative implementability

Ecology agrees with the FS where Alternative 3 is ranked higher than Alternative 4 because there is more work required for deeper soil removal and dewatering so implementability is more involved. Ecology's change to the rankings for Alternatives 3 and 4 better aligns them with the other alternative rankings and relative risks.

Consideration of public concerns

There is no evaluation factor ranking of this alternative in the FS. The amount of public notification required for Alternative 3 or 4 would be the same.

Disproportionate-Cost Analysis

The highest ranked alternative is deemed the more worthy cleanup option over lower ranked alternatives. Ecology's adjusted rankings of the various cleanup alternatives and the average ranking for Alternatives 4 is the highest ranked alternative. See the revised DCA rankings in Table 3-1. Ecology prefers Alternative 4 because it has the highest ranking and is more protective and permanent cleanup option and would likely have a shorter restoration timeframe.

4.2 Groundwater Compliance Monitoring

There are three types of compliance monitoring: protection, performance, and confirmational.

Protection monitoring is designed to protect human health and the environment during the construction and operation and maintenance phases of the cleanup action. Performance monitoring confirms that the cleanup action has met cleanup and/or performance standards. Confirmational monitoring confirms the long-term effectiveness of the cleanup action once cleanup standards have been met or other performance standards have been attained. A long-term performance groundwater-monitoring plan is required for this site to track contamination levels and confirm effectiveness of the cleanup action.

4.2.1 New Well Installation

The vertical extent of contamination in the LWBZ has not been adequately evaluated. Ecology is requiring the drilling of at least three soil borings and installation of groundwater monitoring wells into the sandy gravel portion of the LWBZ beneath the Site to sample and analyze groundwater from these wells for VOCs. A monitoring well installation plan for the LWBZ is a required part of the Engineering Design Report (EDR) deliverable for this CAP.

The borings will be advanced using telescoping casing methodology to prevent drag down of contamination from the UWBZ into the LWBZ. The exact locations and monitoring well design will be worked out with Ecology during the remedial design but well configuration will allow determination of groundwater flow direction in the LWBZ. The wellhead elevations will be surveyed to tie in with existing Site monitoring well network.

4.2.2 Groundwater Sampling Plan

A groundwater-monitoring plan is a required part of the Engineering Design Report. Park Laundry Site (see Figure 1-2) monitoring wells are located in a residential upland area of Ridgfield between North 3rd and Railroad Avenues and Division and Pioneer Streets. The monitoring plan will include the sampling schedule for the new LWBZ wells. In addition, three other wells where contamination from the Park Site have been detected, MW-29D, MW-47D, and MW-46D, are located on Port property to the west of the residential area. Ecology requires these three wells be added to the Park Site groundwater-monitoring plan. This will require access be worked out with the Port for sampling and reporting the results. Conducting a baseline-sampling event is required before any remedial activity is attempted. Use the data from the baseline event as the starting concentration to compare all subsequent analytical results and track cleanup progress.

The number of wells proposed in the FS sampling was 11. The CAP requires sampling of 19 wells including the addition of the three wells located on the Port property and the new LWBZ wells. Upland and Port wells are screened in the UWBZ. Compliance sampling event wells include MW02, MW03, MW04, MW05, MW06, MW07, MW09, MW10, MW11, MW13, MW15, MW16, MW20, MW-29D,

MW-46D, and MW-47D. Analytical results from monitoring wells MW08, MW14, MW17, MW18, and MW19 contaminant levels are below CULs for four consecutive monitoring events and are omitted from further sampling. Performance monitoring to check plume status would be at wells MW03, MW04, MW05, and MW13. Sample analysis will be for PCE and its possible degradation products (e.g., TCE, 1,1-DCE, cis-1,2-DCE, trans-1,2-DCE, and VC; see analytes on Table 2-1).

4.2.3 Restoration Progress

Contingency actions will be implemented if performance monitoring data indicates that the cleanup is not on track to achieve the objectives of the cleanup action within the estimated restoration timeframe. Data trends will be reported annually including trend analysis and extrapolation of concentrations over time from wells downgradient from the Source Area to wells at the Lake River shore. Should contaminant levels in groundwater stagnate or increase another Source Area groundwater *in situ* treatment sequence will be required.

4.3 Institutional Controls

It is possible that PCE and its breakdown products will remain in Source Area soil and/or groundwater above CULs set forth in this document after completion of the cleanup actions. If that is the case, an Environmental Covenant (EC) will be required for those properties. The purpose of ICs is to assure both the continued protection of human health and the environment by restricting access to remaining contaminated media while VOCs degrade in response to cleanup actions and monitored natural attenuation.

The EC will prohibit groundwater use at the Source Area for irrigation, potable drinking water, or any use involving human contact. A vapor barrier or control system (or other Ecology-approved approach) will be required for any building constructed over areas where VOCs are present in the subsurface exceeding MTCA vapor intrusion screening levels on the Property and Source Area. Groundwater use prohibition will remain in-place until soil and groundwater CULs have been met. The potentially liable persons (PLP) will incorporate these restrictions into a draft EC for Ecology's review and approval. Assessment may be undertaken periodically to determine whether continuation of ICs is required.

4.4 Point of Compliance

For soil CULs protective of groundwater that is protective of surface water the POC shall be established in the soils throughout the Site.

The POC for groundwater is throughout the site from the uppermost level of the saturated zone extending vertically to the lowest most depth which is known to be affected by the Site (WAC 173-340-720[8] [b]). Groundwater sampling results from the new LWBZ monitoring wells will indicate if that unit is included in the Site POC.

The POC for surface water is the point or points at which hazardous substances are released to the surface water body. For this Site, where hazardous substances are potentially released to surface

water as a result of groundwater flow, no mixing zone is allowed to demonstrate compliance with surface water CULs.

4.5 Restoration Timeframe

The cleanup action has a reasonable restoration timeframe based on the following factors:

- The restoration timeframe varies across the Site but is estimated at approximately 20 years as calculated from PCE degradation rates in groundwater samples from Site monitoring wells dating back to 2011.
- The potential risks to human health and the environment posed by the Site are direct contact with impacted soil or groundwater and inhalation of vapors from the groundwater in close proximity to the Source Area. These potential exposures will be addressed by excavating soil to 15 feet bgs, Source Area dewatering, and *in situ* groundwater remediation.
- The selected alternative will achieve a more reasonable restoration timeframe because it will employ active source cleanup versus leaving all or some Source Area contamination in place and undisturbed.
- The present use of the Property/Source Area parcels are gravel covered parking lots. The proposed use will be for retail or commercial development and will not be affected by contamination from the Site following cleanup actions and use of ICs.
- The FS determined the costs, practicality, and implementability for a cleanup method with a shorter restoration timeframe are disproportionate to the benefits achieved by a cleanup alternative of lower costs. This in particular applies for active cleanup along the entire plume length.
- ICs to be put in place at the Source Area are effective and reliable. See section 4.4 for specifics.
- The plume extent is defined and is not spreading. Sampling data indicates groundwater contaminant levels are decreasing naturally.
- Long-term groundwater monitoring will be conducted to assess the stability, decrease, or increase of concentrations in groundwater and presence of natural attenuation.
- A municipal drinking water source is available and there is no need for development of domestic water supply.
- The implementation, for both excavation and dewatering and injections, is estimated to take a few months.

4.6 Schedule for Cleanup Action Implementation

A schedule of actions and deliverables can be seen on the Consent Decree Exhibit C. Cleanup implementation will begin as described in the final EDR. The EDR will include groundwater monitoring and LWBZ well installation plans.

4.7 Public Participation

Public notice and opportunity for comment on the draft CAP will be provided as required in WAC 173-340-600(14). After review and consideration of the comments received during the public comment period, a final CAP will be issued, with its availability published in the Site Register and the local newspaper(s).

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MFA. 2011b. Letter (Re: Data Submittal for Former Park Laundry Property, Ridgefield, Washington) to G. Barrett, Washington State Department of Ecology, from M. D'Andrea, Maul Foster & Alongi, Inc. August 29.

MFA. 2012. Letter (Re: Draft Supplemental Indoor Air Sampling Work Plan for Former Park Laundry Site—Agreed Order DE 6829) to G. Barrett, Washington State Department of Ecology, from W. Beadie and J. Maul, Maul Foster & Alongi, Inc. September 26.

MFA. 2014. Letter (Re: Former Park Laundry [Cleanup Site ID 4099] Remedial Investigation Work Plan Addendum) to C. Rankine, Washington State Department of Ecology, from M. D'Andrea and J. Maul, Maul Foster & Alongi, Inc. July 31.

MFA. 2019. Remedial Investigation and Feasibility Study Report, former Park Laundry, Washington State Department of Ecology Agreed Order No. DE 6829. Maul Foster & Alongi, Inc., Vancouver, Washington. July 11.

TABLES

Table 2-1
Park Laundry Cleanup Levels
Former Park Laundry
The City of Ridgefield
Ridgefield, Washington

CAS Number	Analyte	Groundwater CUL Potable Ingestion (ug/L)		Fresh Surface Water CUL (ug/L)		Minimum Groundwater CUL (ug/L)		Soil CUL Direct Contact (mg/kg)		Soil CUL Protection of Groundwater (unsaturated) (mg/kg)		Soil CUL Protection of Groundwater (saturated) (mg/kg)			Final Groundwater CUL (ug/L)		Final Soil CUL Protective of GW (mg/kg)	
127-18-4	PCE	5	A	2.4	C	2.4	C	480	A	0.024	G	0.0013	G		2.4	C	0.024/0.005	I
79-01-6	TCE	4	B	0.3	C	0.3	C	12	A	0.0019	G	0.00011	G		0.3	C	0.005	J
75-35-4	1,1-DCE	7	A	300	E	7	B	4000	A	0.046	H	0.0025	H		7	A	0.046/0.005	K
156-59-2	cis-1,2-DCE	16	B	3300	F	16	B	160	A	0.079	H	0.0052	H		16	B	0.079/0.0052	L
156-60-5	trans-1,2-DCE	100	A	100	E	100	A, F	1600	A	0.52	H	0.032	H		100	A, E	0.52/0.032	M
75-01-4	VC	0.29	B	0.02	D	0.02	D	0.67	A	0.00012	G	0.0000062	G		0.02	D	0.005	J

Notes:

CAS = Chemical Abstract Services chemical registry number

CUL = cleanup level

GW = groundwater

mg/kg = milligram per kilogram

ug/L = microgram per liter

Eq. = equation

BCF = bioconcentration factor

PCE = tetrachloroethene

TCE = trichloroethene

1,1-DCE = 1,1-dichloroethene

cis-1,2-DCE = cis-1,2-dichloroethene

trans-1,2-DCE = trans-1,2-dichloroethene

VC = vinyl chloride

A = MTCA Method B soil or groundwater cleanup level is based on the state/federal Maximum Contaminant Levels (MCLs).

B = Adjusted Environmental Protection Agency (EPA)/State MCL to a 1E-05 risk level or a hazard quotient of 1.

C = Human Health Fresh Water Title 40 Code of Federal Regulations (CFR) 131.45

D = Human Health Fresh Water 173-201A Washington Administrative Code (WAC).

E = Human Health Fresh Water Clean Water Act 304.

F = MTCA Method B Surface Water Human Health level based on noncancer effects (MTCA Eq. 730-1). The BCF for trans-1,2-DCE was used for cis-1,2-DCE as these are similar chemicals.

G = MTCA Method B Eq. 747-1 selected soil CUL for unsaturated or saturated conditions is based on protection of groundwater to surface water.

H = MTCA Method B Eq. 747-1 selected soil CUL for unsaturated or saturated conditions is based on protection of potable groundwater and groundwater to surface water.

I = Selected soil CUL for unsaturated (0.024) or saturated conditions (0.005 - adjusted to Practical Quantitation Level [PQL]) is based on protection of groundwater to surface water.

J = Selected soil CUL for unsaturated or saturated (both adjusted to PQL of 0.005) conditions is based on protection of groundwater to surface water.

K = Selected soil CUL for unsaturated (0.046) or saturated (0.005 - adjusted to PQL) conditions is based on protection of potable water.

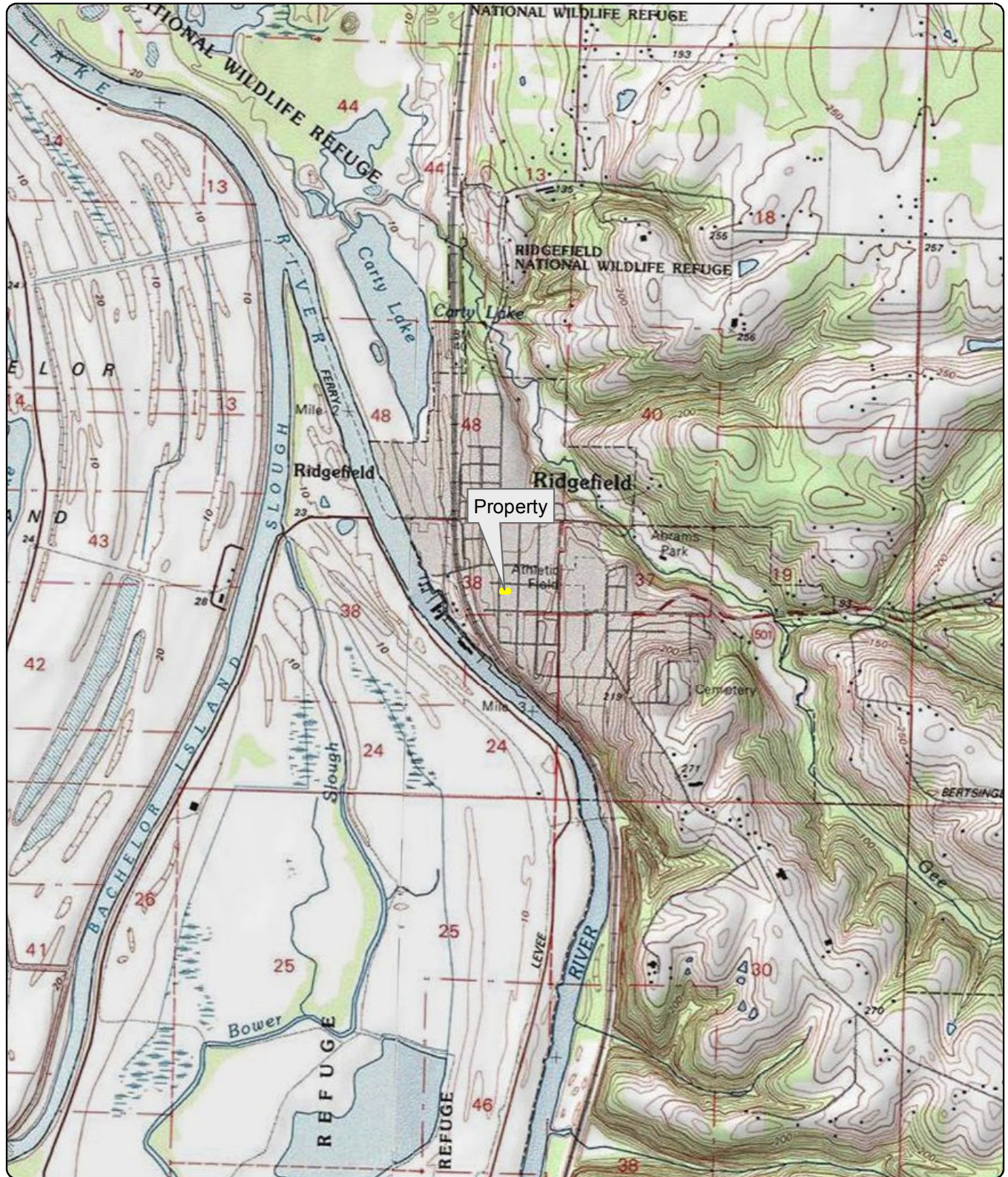
L = Selected soil CUL for unsaturated (0.079) or saturated (0.0052) conditions is based on protection of potable water.

M = Selected soil CUL for unsaturated (0.52) or saturated (0.032) conditions is based on protection of potable water and groundwater to surface water.

Table 3-1
Disproportionate-Cost Analysis
Former Park Laundry
The City of Ridgefield
Ridgefield, Washington

Alternative	Description	Protectiveness	Permanence	Long-Term Effectiveness	Management of Short-Term Risks	Implementability	Average	Public Concerns	Remedial Action Total	Monitoring & Maintenance (NPV)	Total Cost
Alternative 1	No Action	--									
Alternative 2	Soil Removal to 15'	2/2	2/2	2/2	3/3.2	4/4.5	2.6/2.7	NR	\$771,000	\$319,000	\$1,089,000
Alternative 3	Soil Removal to 6', Focused Groundwater Remediation	4/3.4	3/3	3/3	5/3.5	5/4.4	4/3.5	NR	\$623,000	\$319,000	\$942,000
Alternative 4	Soil Removal to 15', Focused Groundwater Remediation	4/3.6	3.5/3.5	3.5/3.5	2.5/3.0	4/4.3	3.5/3.58	NR	\$1,199,000	\$316,000	\$1,515,000
Alternative 5	Soil Removal to 6', Expanded Groundwater Remediation	4/3.7	3.5/3.7	3.5/3.5	2.5/2.5	3/3	3.3/3.28	NR	\$1,204,000	\$319,000	\$1,523,000
Alternative 6	Soil Removal to 15', Expanded Groundwater Remediation	4/3.9	4/4	4/4	2/2	2/2	3.2/3.18	NR	\$1,781,000	\$316,000	\$2,097,000
Alternative 7	Soil Removal to 15', Complete Groundwater Remediation	4/4	5/5	5/5	1/1	1/1	3.2/3.2	NR	\$3,615,000	\$316,000	\$3,931,000
NOTES: Ranking values = 1: lowest; 5: highest 3.5/3.58 = Original Remedial Investigation/Feasibility Study ranking/Ecology revised ranking. NR = No ranking											

FIGURES



Property Address: Pioneer St & Main St, Ridgefield,
Clark County, Washington
Source: US Geological Survey (1990) 7.5-minute
topographic quadrangle: Ridgefield
DLC 38/Section 24, Township 4 North, Range 1 West



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consult the primary data and information sources to ascertain the usability of the information.

**Figure 1-1
Property Location**

Former Park Laundry
City of Ridgefield, Washington

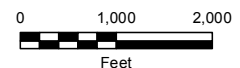
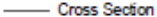




Figure 1-2
Park Laundry Site,
Geologic Cross Section
and Monitoring Well
Locations

Former Park Laundry
 City of Ridgefield,
 Washington

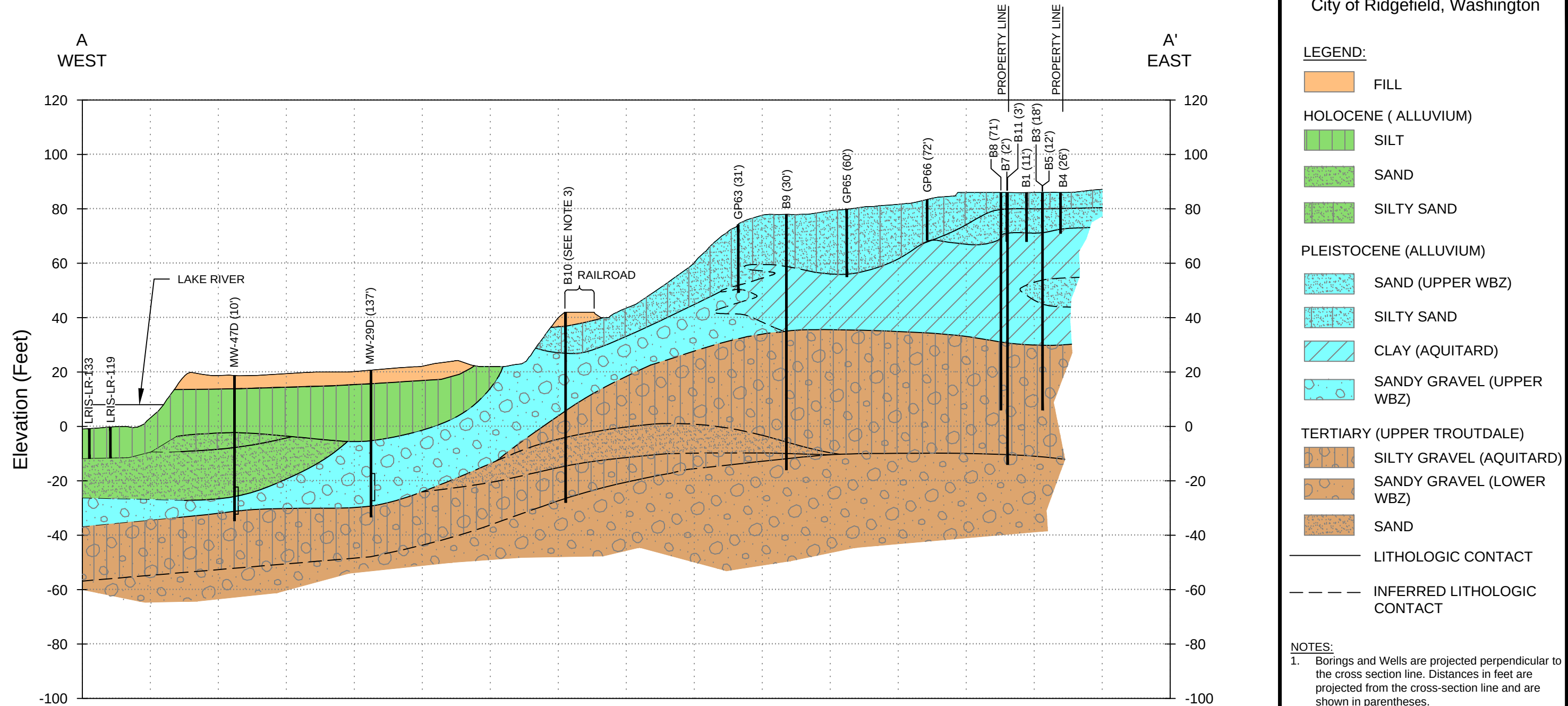
Legend

-  Park Laundry Monitoring Well
-  Port of Ridgefield Monitoring Well
-  Property Boundary
-  Estimated Site Boundary
-  Source Area Boundary
-  Cross Section

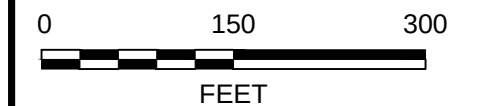
0 100 200
 Feet



Figure 2-1
Generalized Geologic
Cross Section
Former Park Laundry
City of Ridgefield, Washington



PROFILE VIEW OF SECTION
HORIZONTAL SCALE: 1" = 150' VERTICAL SCALE: 1" = 38'
VERTICAL EXAGGERATION: 4



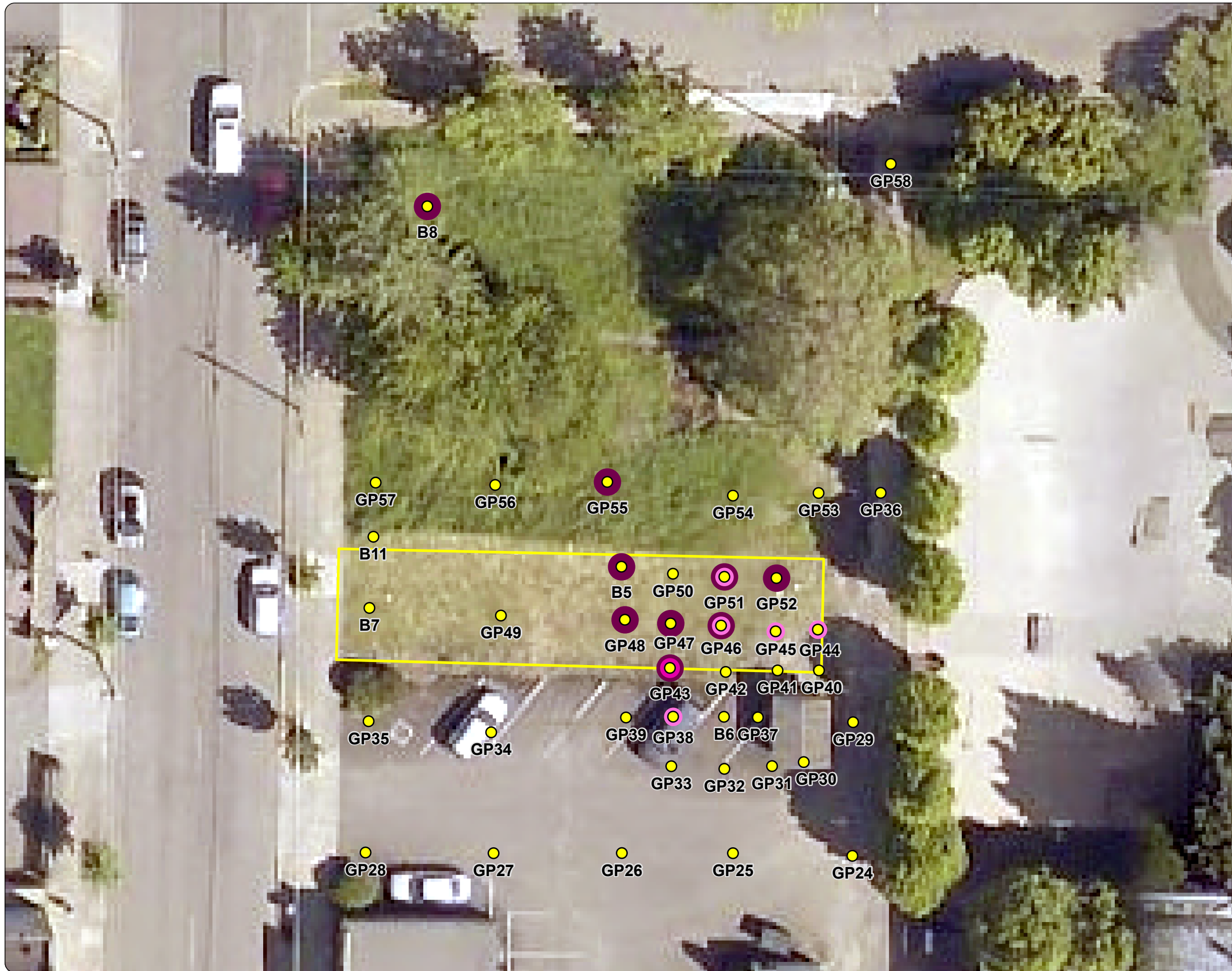


Figure 2-2
PCE Concentrations
in Soil (0-15 ft bgs)

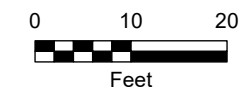
Former Park Laundry
Ridgefield, WA

Legend

- Boring Location
- Surface (0.5 ft bgs) Exceedance
- Mid-Depth (5 ft bgs) Exceedance
- Deep (> 12 ft bgs) Exceedance
- Property Boundary

Notes

An exceedance is defined as a concentration in excess of the selected REL for PCE in soil.
REL for PCE = 0.05 mg/kg.
ft bgs = feet below ground surface.
mg/kg = milligrams per kilogram.
MTCA = Model Toxics Control Act.
PCE = tetrachloroethene.
REL = remediation level.



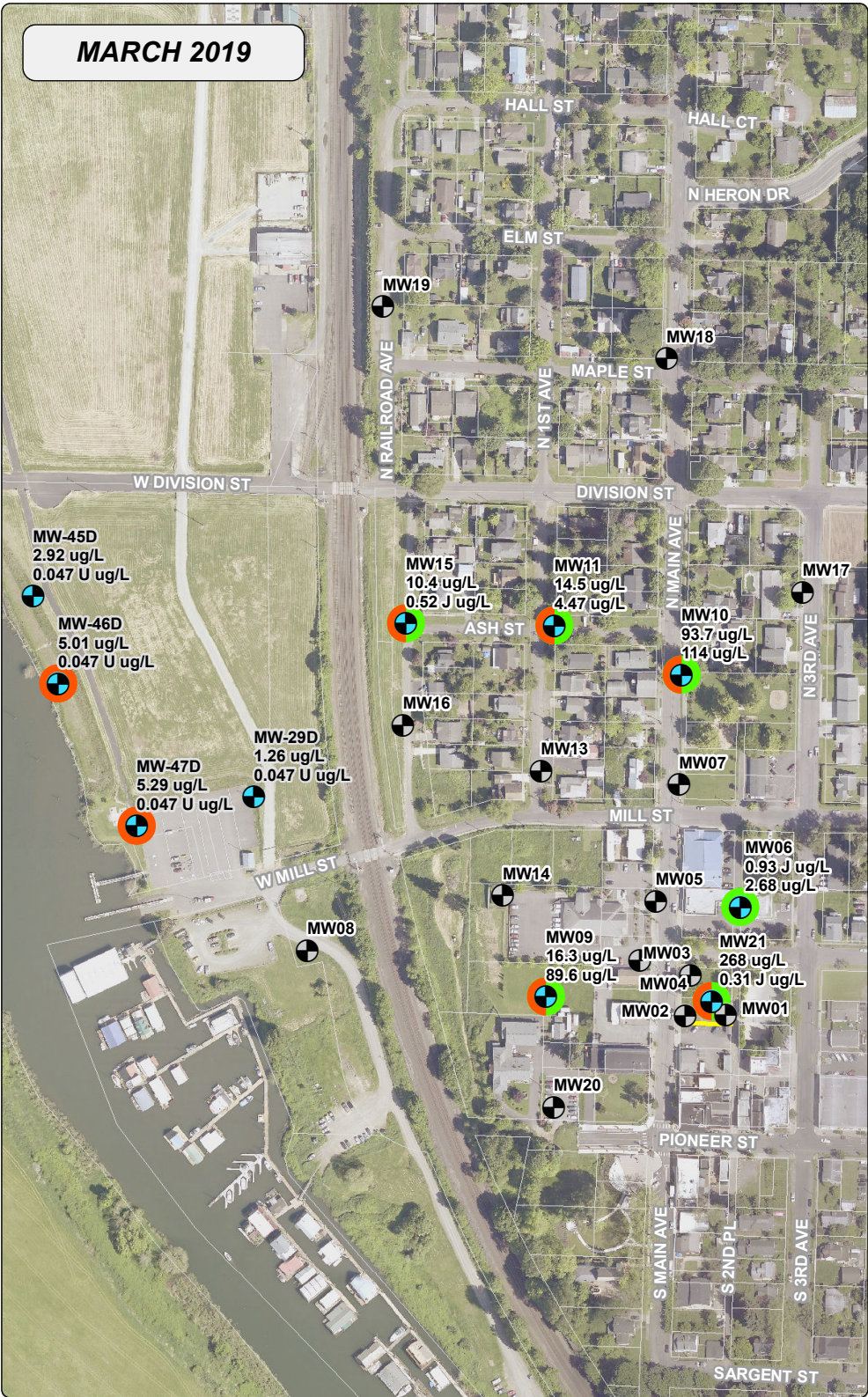
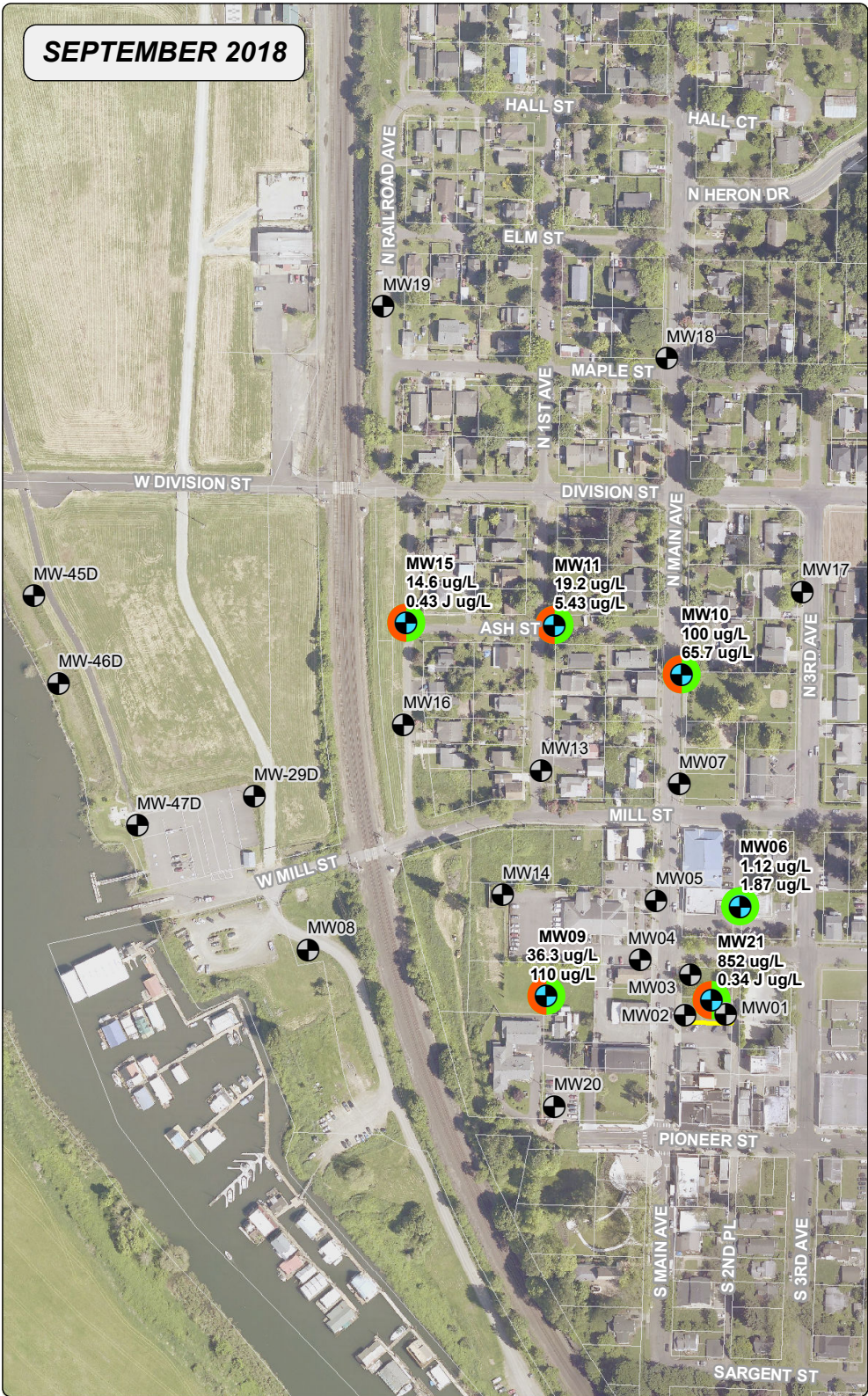
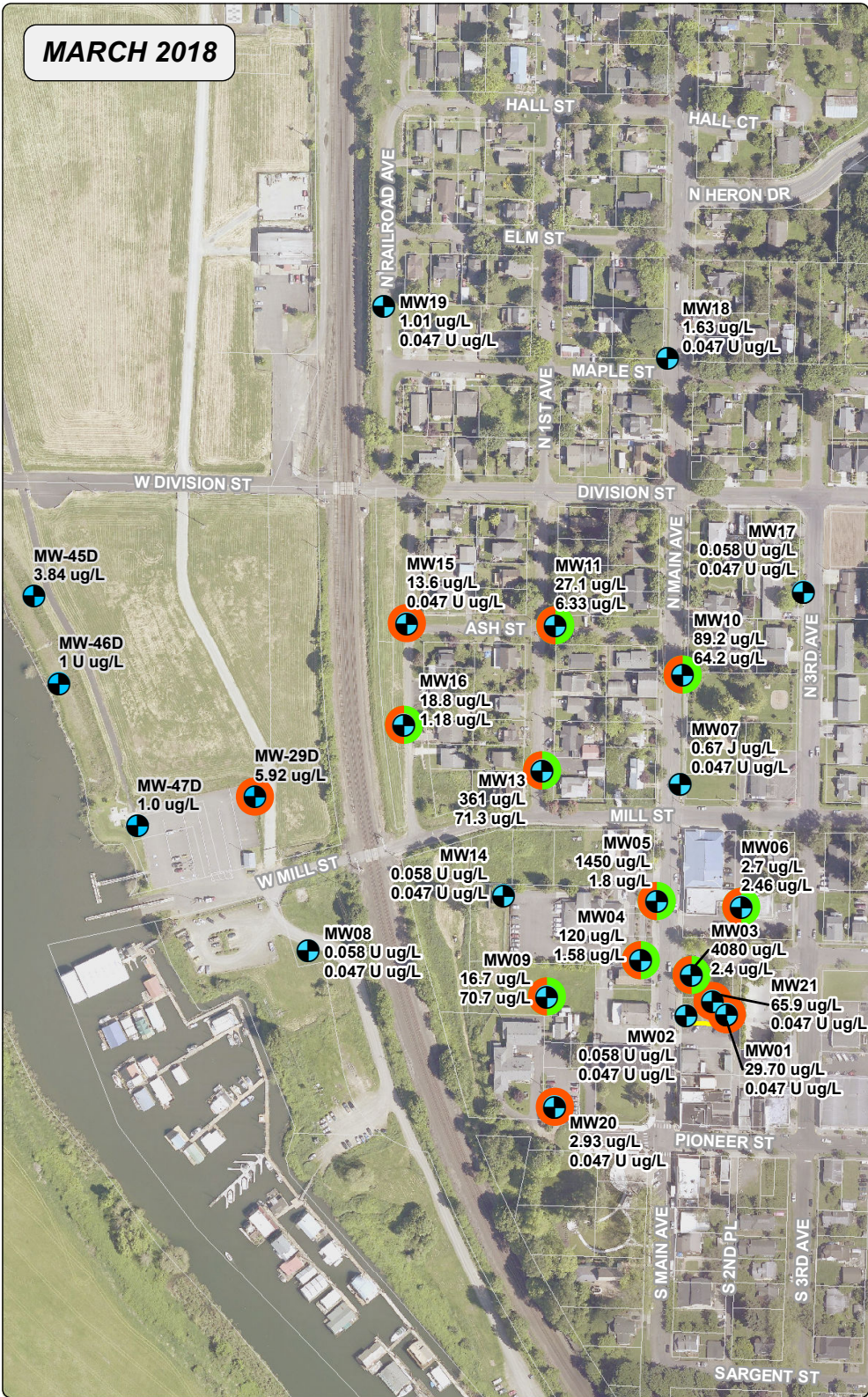
Data Source

Aerial photograph (2014) obtained from Clark County.



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Data Source

Aerial photograph (2014) and taxlots (2016) obtained from Clark County.

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Notes

Park Laundry monitoring well locations were sampled March 19, 2018; September 12, 2018; and March 11, 2019.
When duplicate samples are present, the highest value between the primary and duplicate sample is shown on the figure.
Port of Ridgefield wells on March 2018 figure were sampled in January 2018.
Port of Ridgefield wells on March 2019 figure were sampled in March 2019.
J = estimated concentration.
MTCA = Model Toxics Control Act.

NS = not sampled.
PCE = Tetrachloroethene.
TCE = Trichloroethene.
U = not detected at or above the reporting limit.
ug/L = micrograms per liter.

Legend

- Scheduled Monitoring Well Sample Location (with monitoring results from March 2018, September 2018, and March 2019)
- MW10 - Well ID
 - 89.2 ug/L - PCE concentration
 - 64.2 ug/L - TCE concentration
- Monitoring Well Location Not Sampled
- Fresh Surface Water CUL**
- PCE Exceedance (>2.4 ug/L)
 - TCE Exceedance (>0.3 ug/L)
 - PCE & TCE Exceedance (PCE >2.4 ug/L and TCE >0.3 ug/L)
- Property Boundary
- Parcel

Figure 2-3
Monitoring Results
March and September 2018 and March 2019
Former Park Laundry Site
Ridgefield, WA

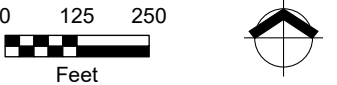
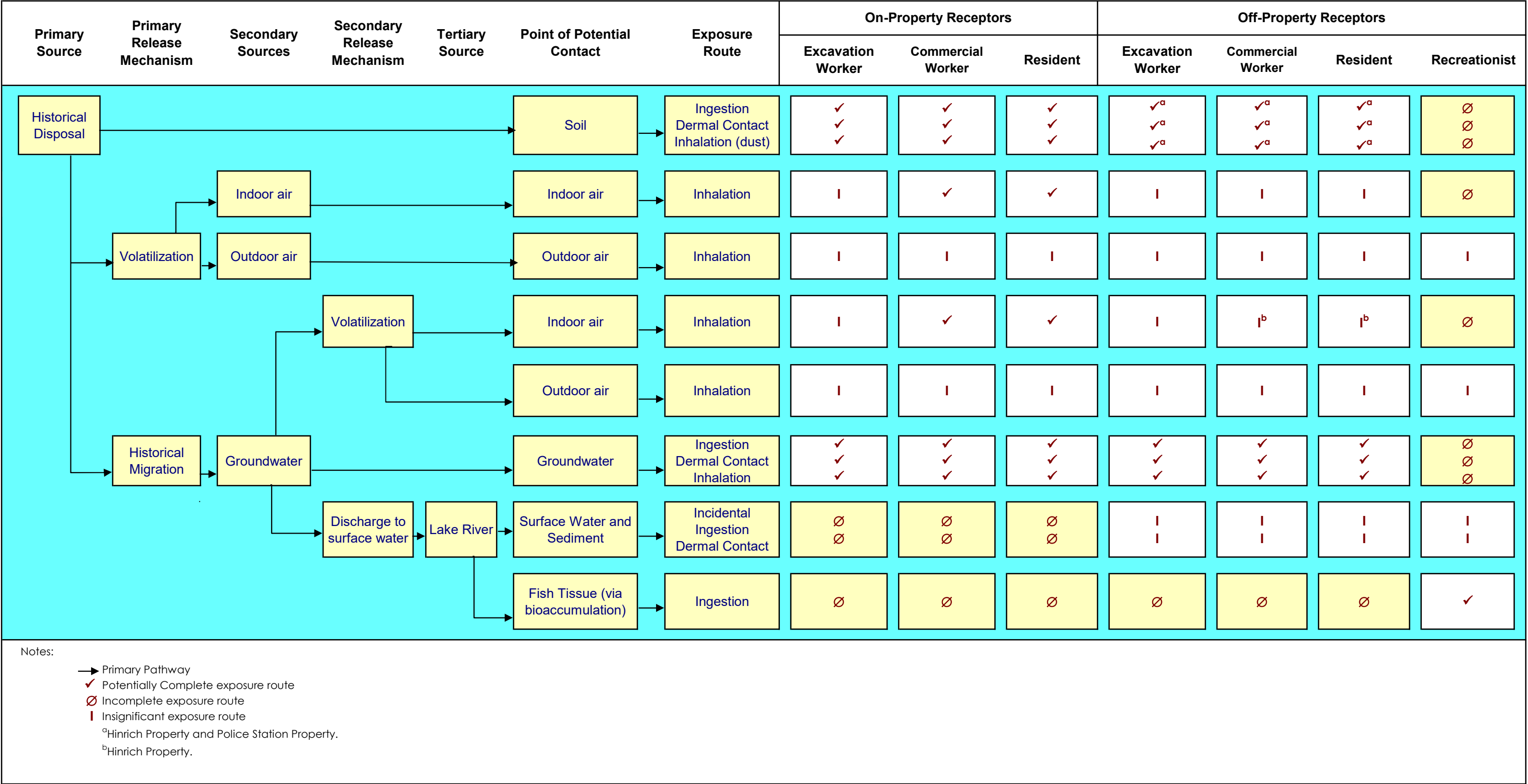
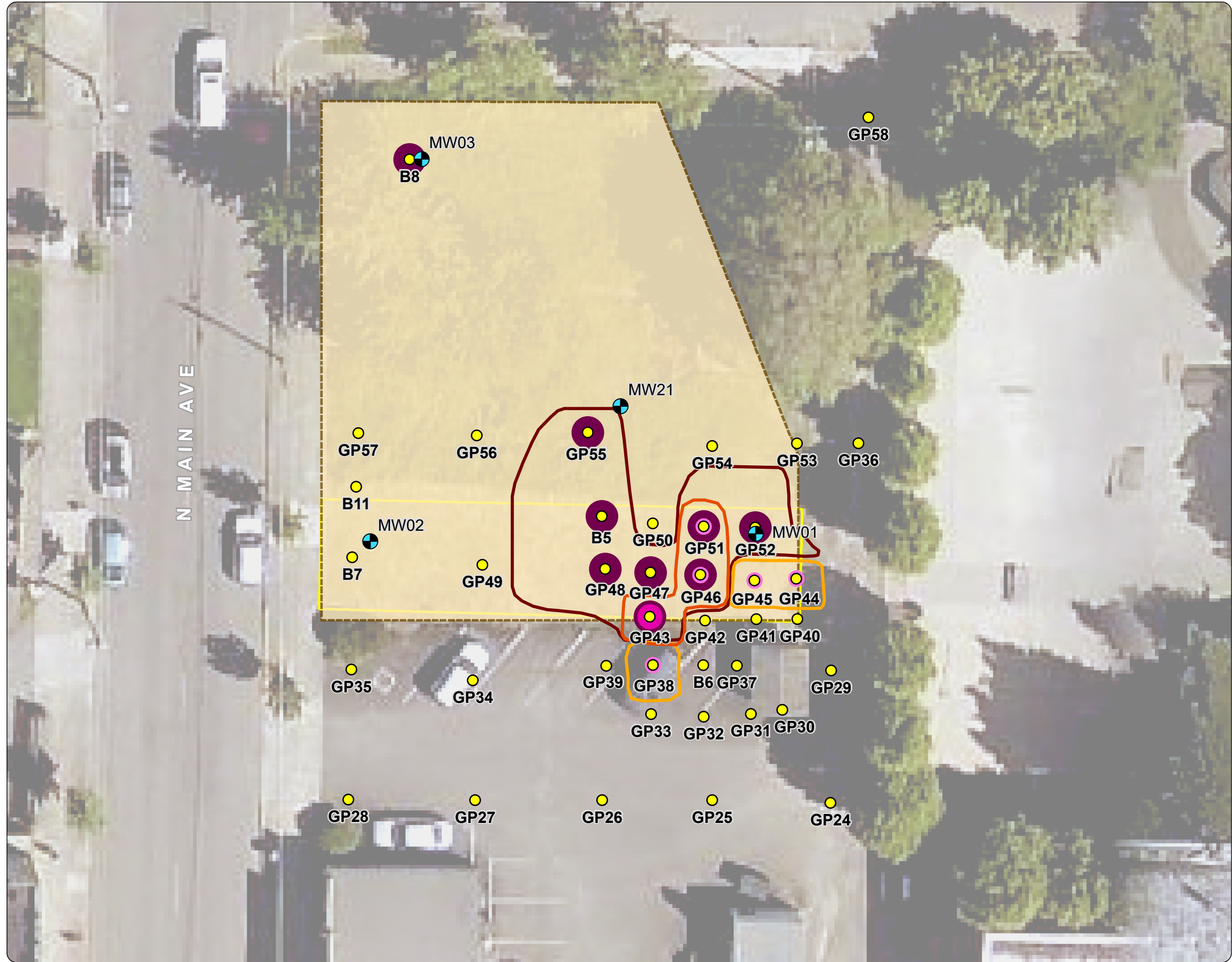


Figure 2-4
Conceptual Site Model of
Potential Human Exposure Pathways
Former Park Laundry
Union Ridge Investment Company
Ridgefield, Washington





**Figure 4-1
Cleanup Action**

Former Park Laundry
Ridgefield, WA

Legend

- Monitoring Well
- Boring Location
- Surface (0.5 ft bgs) Exceedances
- Mid-Depth (5 ft bgs) Exceedances
- Deep (> 12 ft bgs) Exceedances
- 3' Proposed Excavation
- 6' Proposed Excavation
- 15' Proposed Excavation
- Focused Injections
- Property Boundary

Notes
Exceedance is defined as a PCE concentration in soil within the top 15 feet in excess of the selected REL for PCE in soil. REL for PCE = 0.05 mg/kg.
ft bgs = feet below ground surface.
mg/kg = milligrams per kilogram.
MTCA = Model Toxics Control Act.
PCE = tetrachloroethene.
REL = remediation level.



Data Source
Aerial photograph (2014) obtained from Clark County.



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EXHIBIT D

Cleanup Action Plan for the Park Laundry Site

SCHEDULE OF DELIVERABLES

The schedule for project work and deliverables described in the Cleanup Action Plan is presented below. If the date for submission of any item or notification required by this Schedule of Deliverables occurs on a weekend, state or federal holiday, the date for submission of that item or notification is extended to the next business day following the weekend or holiday. Where a deliverable due date is triggered by Ecology notification, comments or approval, the starting date for the period shown is the date the City received such notification, comments or approval by certified mail, return receipt requested or by e-mail, unless otherwise noted below. Where triggered by Ecology receipt of a deliverable, the starting date for the period shown is the date Ecology receives the deliverable by certified mail, return receipt requested, by e-mail or the date of Ecology signature on a hand-delivery form.

Deliverables	Completion Times
Submit an Inadvertent and Unanticipated Discovery Plan for Proposed Excavation	Within one-hundred and twenty (120) calendar days following the effective date of the Consent Decree
Submit a Draft Engineering Design Report (EDR) including Groundwater Monitoring and Lower Water-Bearing Zone (LWBZ) Well Installation Plans	Within one-hundred and twenty (120) calendar days following the effective date of the Consent Decree
Submit a Final EDR including Groundwater Monitoring and Lower Water-Bearing Zone Well Installation Plans	Within thirty (30) calendar days following incorporation of Ecology's comments on the draft EDR
Submit Draft Construction Plans and Specifications for Proposed Excavation, In-Situ Groundwater Treatment, and LWBZ Groundwater Monitoring Well Installation	Within one-hundred and twenty (120) calendar days following the submittal of the Final EDR
Submit Final Construction Plans and Specifications for Proposed Excavation, In-Situ Groundwater Treatment, and LWBZ Groundwater Monitoring Well Installation	Within thirty (30) calendar days following the incorporation of Ecology comments on the Draft Construction Plans and Specifications
Begin Contractor Procurement for Remedial Activities	Within forty-five (45) calendar days following the receipt of Ecology approval of Final Construction Plans and Specifications
LWBZ Well Installation and Baseline Groundwater Sampling Event	Start no later than thirty (30) days after Ecology approval of the Final Construction Plans and Specifications
Start Fieldwork, Begin Cleanup Action	Start no later than forty-five (45) days after conducting Baseline Groundwater Sampling Event

Deliverables (cont.)	Completion Times (cont.)
Submit Remedial Action Completion Report	Within ninety (90) calendar days after Source Area cleanup efforts
Submit Results of Groundwater Sampling Events	Within sixty (60) calendar days following each groundwater sampling event
Submit Annual Groundwater Sampling Event	Within ninety (90) calendar days following last sampling event of the year

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Motion-Approval of Access Agreement with Ridgefield Land Holding, LLC, for Assessor's Property Tax Parcel Account Numbers 7103000 and 71042000, as necessary for City to implement Cleanup Action Plan and Scope of Work detailed in Department of Ecology Consent Decree

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

Authorization for City Manager to sign Consent Decree with Department of Ecology on July 3, 2023.

SUMMARY/BACKGROUND:

The City of Ridgefield has been working with property owners and the Washington State Department of Ecology (DOE) with the mutual objective of providing remedial action at a downtown site where there was a release of hazardous substances from a former business. Agreement was reached between the City and DOE for cleanup of the parcel, through a Consent Decree which was signed by the City on July 3, 2023, and DOE on September 21, 2023. By securing access to these parcels, which are adjacent to the point source of contamination, through an access agreement, the City may begin work toward this remediation.

The contaminated groundwater plume covers an estimated 22 acres. Soil is contaminated with tetrachloroethene (PCE – a chemical commonly used in dry cleaning) on the subject parcels (Property IDs 71030000 and 71042000).

The City of Ridgefield intends to secure access to the subject parcels for remediation purposes. Between approximately 1965 and 1977, the adjacent property was used by Park Laundry for laundry services. Contamination at the site is related to dry cleaning operations that historically occurred at the adjacent property. Volatile organic compounds (VOCs) were released to soil and groundwater. In Source Area soils, PCE was detected above the MTCA Method A soil cleanup level. In Source Area groundwater, PCE and Trichloroethene (TCE) have been detected above TCA Method A groundwater cleanup levels. Soil gases also contain PCE, TCE and vinyl chloride above MTCA Method B screening levels. Therefore, contamination at the site poses a risk to human health and the environment.

There have been several investigations into the site, including a 2001 groundwater investigation on the property, a July 2006 groundwater investigation on the parcel, an October 2006 Clark County Public Health soil and groundwater investigation, and a 2008 U.S. EPA investigation of soil and groundwater on and around the property. All of these investigations found VOC concentrations in soil and groundwater above Method A cleanup levels.

A September 2013 report documented the existence of VOCs in soil vapor above MTCA screening levels at the Site. The report assessed the potential for vapor intrusion to indoor areas, indicating that

there is no current vapor intrusion pathway for buildings on the site, but acknowledged potential risk for future buildings constructed in the Source Area.

In July 2019, under an agreed order with DOE (No. DE 6829), the owner of the adjacent property, a partnership called URIC, produced a Remedial Investigation and Feasibility Study (RI/FS) Report. The RI/FS documented the nature and extent of the soil and groundwater VOC contamination at the site. The RI/FS report also documented the existence of VOCs in soil vapor above screening levels. Further, URIC submitted a preliminary draft Cleanup Action Plan.

The hazardous substances that have been released at the site pose a continuing threat to the environment. DOE has assigned the site an overall hazard assessment ranking of three out of five (one represents the highest level of risk and five the lowest) pursuant to MTCA.

As documented in the Cleanup Action Plan (CAP) (Exhibit C), DOE has chosen a final cleanup action to be implemented at the site. DOE finds that a settlement with the City will lead to a more expeditious cleanup of hazardous substances because discussions with the current owner of the property stalled.

The City has applied for and received funding from the State, in the total amount of \$1.88 million, through two separate Remedial Action Grants (\$915,000 and \$770,000) and a Commerce Brownfields Revolving Loan Funds Grant (\$195,000).

Through access to the subject parcels, the City will have the ability to control access for the work, and the ability to install and protect remedial devices. While the acquisition of the Property is not a requirement of the Consent Decree, Ecology finds that the City's access is necessary to facilitate cleanup.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends taking action on this item at the 12/7 Council Meeting. A suggested motion is: "I move to authorize the City Manager to sign the Access Agreement with Ridgefield Land Holding, LLC, for Assessor's Property Tax Parcel Account Numbers 7103000 and 71042000."

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. scan_scott c_2023-09-07-14-32-00

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made between **RIDGEFIELD LAND HOLDING, LLC** ("Grantor"), and **THE CITY OF RIDGEFIELD** ("Grantee"), individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Grantor owns certain real property located at 126 N. Main Avenue, Ridgefield, Washington, (Clark County Parcel Nos. 71030000 and 71042000) (the "Subject Property"), depicted on the map attached hereto as **Exhibit "A"** and legally described in **Exhibit "B"** attached hereto;

WHEREAS, the property originally housing the Park Laundry dry cleaning business, located at 122 N. Main Avenue, Ridgefield, Washington (Clark County Parcel No. 71040000) (the "Former Park Laundry Property"), has been identified by the Washington Department of Ecology ("Ecology") as a source of soil and groundwater contamination which has migrated onto the Subject Property;

WHEREAS, in compliance with the remedial investigation procedures outlined in the Washington Model Toxics Control Act ("MTCA"), Ecology has determined that the Park Laundry Site (the "Site") generally begins at the Former Park Laundry Property and extends to the north and northwest towards Lake River;

WHEREAS, due to contamination having migrated from the Former Park Laundry Property to the Subject Property, Ecology has determined that the Subject Property is part of the overall Site; and

WHEREAS, Grantee requests access to the Subject Property to perform certain remedial action activities (the "Work") as described in the Summary of Scope of Work attached hereto as **Exhibit "C"** ("Scope of Work").

1. **Grant of Access.**

a. Under this Agreement, the Grantor, as owner, hereby grants its permission to the Grantee, its contractors, consultants, and other agents, to have non-exclusive access to the Subject Property to perform the Work, subject to the terms and conditions set forth herein.

b. All Work shall be conducted in accordance with the Scope of Work attached hereto as Exhibit "C," and incorporated herein by this reference.

c. The name of the person or persons who will be supervising the Work as well as a contact telephone number for such person(s) is: Steve Stuart, City Manager for the City of Ridgefield, (360) 887-3557.

2. **Schedule.** The Work is scheduled to begin on _____. Unless through prior approval from Grantor, the Work will only be conducted between the hours of 8am and 5pm, Monday through Friday.

3. **Grantor's Consultant.** Grantor reserves the right to observe all Work, including excavation, while in progress.
4. **Governmental Authorization for Work.** Grantee shall obtain and maintain all necessary permits from the relevant agencies and comply with all current laws, ordinances, orders, rules, regulations, and permits, with respect to Grantee's performance of the Work during the duration of such Work.
5. **Waste Generation and Management.** Grantee shall be the designated generator of any waste produced in performing the Work and shall be fully responsible for preparation and execution of any manifests required for the management of such waste.
6. **Use, Occupation, and Enjoyment of Subject Property.** In exercising its rights granted by this Agreement, Grantee shall not unreasonably interfere with Grantor's use, occupation, or enjoyment of the Subject Property, except to the extent reasonably necessary to perform the Work set forth in Exhibit "C".
7. **Performance of Work.** Grantee shall not permit any damage to the Subject Property as a result of the performance of the Work, except as may otherwise be required to perform the remedial action Work as set forth in Exhibit "C". Except as otherwise provided in this Section 7, Grantee shall repair, as soon as is reasonably practicable, any damage caused to the Subject Property resulting from the performance of the Work. Grantee shall take all reasonable and necessary safety and security precautions and maintain a neat and orderly workplace in connection with the performance of the Work under this Agreement, including but not limited to:
- a. Installing a perimeter fence around the Work laydown area;
 - b. Professionally patching excavation locations to match adjacent asphalt or concrete condition;
 - c. Replacing any damaged or removed vegetation with vegetation of identical species and similar age as that which is damaged or removed;
 - d. Promptly removing all asphalt, concrete, soil, and purge water from the Subject Property and disposing at a licensed treatment and/or disposal facility; and
 - e. Removing all investigation materials and tools from the Subject Property and leaving the Subject Property in a clean and usable condition.
8. **Discovery of Contaminated Media.** Grantee's contractors shall exercise due care and professional judgment to prevent the contamination of underlying groundwater and/or soils from overlying contaminated media, should they be encountered.
9. **Commencement, Duration, and Termination.** This Agreement shall become valid and enforceable upon execution by both Grantor and Grantee. Access to the Subject Property shall terminate upon completion of the Work described in Exhibit "C".

10. **Insurance.** Grantee's consultant and any contractors shall maintain, during the life of the Agreement, commercial general liability insurance, with limits of Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage, naming Grantor as an additional insured. Additionally, said Parties shall maintain auto liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage, as well as workers' compensation insurance with statutory limits.

11. **Release.** In exchange for the access provided here, Grantee, on behalf of itself and its insurers, agrees to irrevocably and unconditionally waive, release, and forever discharge Grantor, and its employees, heirs, estates, successors, and devisees of and from costs, expenses, and obligations incurred in conducting the Work, including without limitation the actual cost of the Work.

12. **Standard of Performance.** Grantee shall ensure that all Work is performed in a workmanlike manner and at the sole cost and expense of Grantee. All Work shall be conducted in compliance with all applicable federal, state, and local laws and regulations. Grantor shall not be responsible for the health and safety of Grantee's employees, agents, consultants, and contractors while on the Subject Property.

14. **Cooperation with the Work.** Grantor shall reasonably cooperate with the efforts of Grantee to effectuate the Work and shall not unreasonably withhold permission to carry out, and shall not interfere with, such activities as may be necessary for Grantee to exercise its rights or fulfill its obligations under this Agreement. Neither Grantor nor its agents have authority to direct the Work. Any information provided by Grantor or agents is for recommendation purposes only and shall not be relied upon as direction for the performance of the Work. Grantee is solely liable for any damage caused to underground utilities, underground pipelines, or other underground structures, fixtures, or improvements.

15. **Data Interpretations and Data Reports.** Upon Grantor's request, Grantee shall cause its consultant to provide Grantor with copies of all data, data interpretations, and data reports generated from the Work performed at the Subject Property.

16. **Non-Waiver of Other Rights.** Nothing herein shall constitute an admission or acknowledgement of any fact, liability, responsibility, or fault, or proportionate share thereof, for any conditions at, on, or beneath the Subject Property. Nor shall this Agreement be used as evidence of any admission, acknowledgement, or liability. Nothing in this Agreement shall be construed or is intended to modify or waive any rights among the Parties that may exist otherwise.

17. **Notices.** All notices and payments hereunder may be delivered or mailed. If delivered by messenger, or courier (including overnight air courier), they shall be deemed delivered when received at the street addresses listed below. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, with correct postage, and shall be conclusive evidence of the date of mailing. The Parties may designate new or additional addresses for mail or delivery by providing notice to the other Party as provided in this section.

To Grantor: Scott Combs
Ridgefield Land Holding, LLC
800 NE Tenney Rd.
Ste. #110-310
Vancouver, WA 98685

To Grantee: Steve Stuart
City of Ridgefield
P.O. Box 608
Ridgefield, WA 98642

Copy to: Holly M. Stafford
CSD Attorneys at Law P.S.
1500 Railroad Ave.
Bellingham, WA 98225

18. **Modification**. No alteration, modification, amendment, or waiver of this Agreement shall be valid unless it is in writing and signed by all Parties hereto.

19. **Mechanics Lien**. Grantee shall keep the Subject Property free from any mechanics or other liens arising out of any work performed, materials furnished, or obligations incurred by Grantee.

20. **Limitation of Waiver**. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed to be a further continuing waiver of, any such term, provision, or condition or any other term, provision, or condition of this Agreement.

21. **Assignment**. The permission granted herein may be assigned by Grantee to any other Party or Parties with the prior written consent of Grantor, which consent may not be unreasonably withheld.

22. **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and the Parties agree that in any such action, venue shall lie exclusively in Clark County, Washington.

23. **Counterparts**. This Agreement may be signed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same Agreement. Any Party hereto may execute and deliver this Agreement by transmitting an authorized signature by facsimile transmission, and copies of this Agreement executed and delivered by means of faxed signatures shall have the same effect as copies executed and delivered with original signatures.

24. **Attorneys' Fees**. Should any dispute commence between the Parties concerning the rights and duties arising out of this Agreement, the prevailing Party in such dispute, whether the

dispute be resolved by litigation or other proceeding, shall be entitled, in addition to such other relief as may be granted to it, a reasonable sum as and for its costs and attorneys' fees.

25. **Headings and Titles.** The captions of the paragraphs of this Agreement are only to assist the Parties in reading and understanding this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

26. **Successors and Assigns.** This Agreement shall benefit and bind the Parties and their respective successors and assigns.

27. **Time of the Essence.** Time is of the essence of this Agreement and all of the terms, provisions, covenants, and conditions thereof.

28. **Signature Authority.** This Agreement shall be signed by duly authorized representatives of Grantor and Grantee. The signing of this Agreement shall provide evidence that signatories were granted such authority by the respective involved Parties.

29. **Entire Agreement.** The entire agreement between Grantor and Grantee is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

GRANTOR:

RIDGEFIELD LAND HOLDING, LLC

By: Att. Law
Name: SCOTT Combs
Its: member

Date: 9-7-2023

GRANTEE:

CITY OF RIDGEFIELD

By: _____

Date: _____

Name: Steve Stuart

Its: City Manager

EXHIBIT "A"
MAP OF SUBJECT PROPERTY

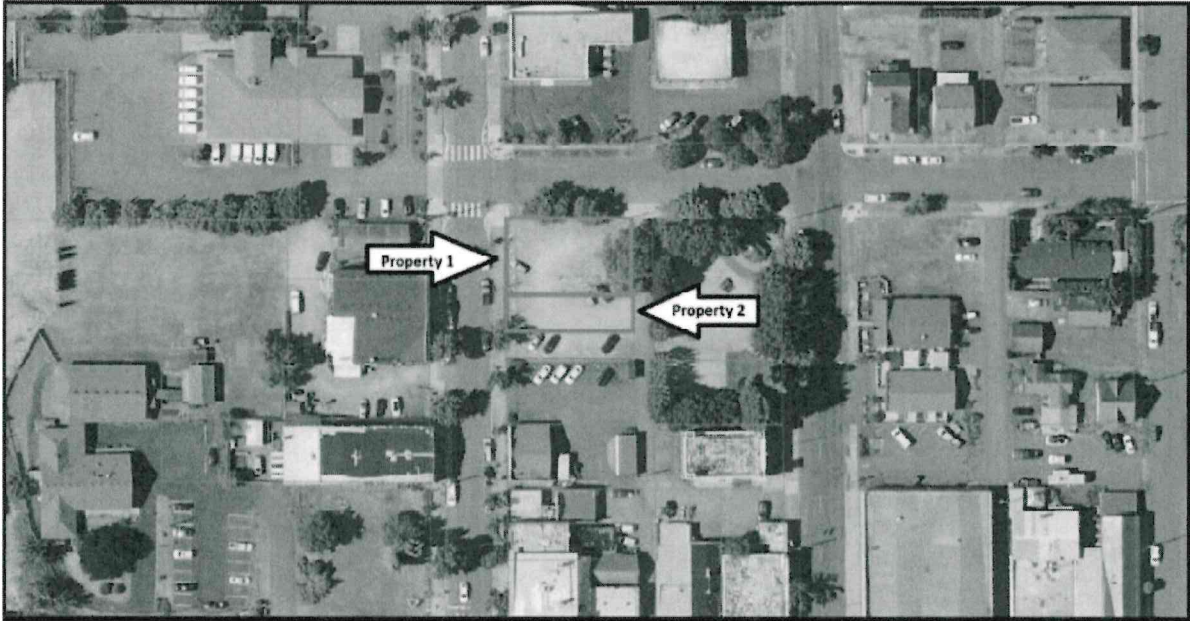


EXHIBIT "B"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel No. 71030000: GREELEYS ADDN #1 LOT 11 BLK 13

Parcel No. 71042000: GREELEYS ADDN LOT 12 BLK 13

EXHIBIT "C"
SUMMARY OF SCOPE OF WORK

Excavation and off-site disposal of tetrachloroethene ("PCE") contaminated soil up to fifteen (15) feet below ground surface; collection of confirmational samples from excavation limits; dewatering activities; backfilling with clean, imported fill; compaction of backfill; surface restoration to match previous conditions; decommissioning of groundwater well MW21; and *in situ* groundwater treatment for PCE using injection points, a reducing agent, and enhanced bioremediation solutions.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Resolution No. 633 - Approval of Intent to Annex - Franck

GOVERNING LEGISLATION

RCW 35A.14 - Annexation by Code Cities

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To accept the Intent to Annex: "I move to adopt Resolution No. 633 as presented/as geographically modified."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report

RESOLUTION NO. 633

A RESOLUTION ACCEPTING A NOTICE OF INTENT TO ANNEX APPROXIMATELY 5.64 ACRES IDENTIFIED AS THE FRANCK ANNEXATION AREA LOCATED ADJACENT TO THE BORDER OF THE CITY OF RIDGEFIELD

WHEREAS, a Notice of Intent to Annex was filed with the City of Ridgefield on October 9, 2023 containing signatures representing owners of 100 percent of the assessed valuation of the property in accordance with §35A.14.120 of the Revised Code of Washington; and

WHEREAS, the City Council of the City of Ridgefield has considered a Notice of Intent and 10% petition to annex approximately 5.64 acres consisting of Clark County Assessor's Parcel No. 215876000 located at 23713 NW Hillhurst Road (referred to as the Franck annexation area) into the City of Ridgefield; and

WHEREAS, the Franck annexation area is designated Urban Low (UL) with an Urban Holding (UH) overlay in the 2016 Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, RDC 18.210.015.A states that the RLD-4, RLD-6, and RLD-8 zoning districts shall implement the UL comprehensive plan designation; and

WHEREAS, the City Council of the City of Ridgefield adopted the Carty Road Subarea Plan including the Franck annexation area on July 28, 2022; and

WHEREAS, the Franck annexation area is designated RLD-4 in the adopted Carty Road Subarea Plan; and

WHEREAS, the City Council of the City of Ridgefield has reviewed said annexation request, and has considered whether to authorize the circulation of a petition for annexation, and, if so, upon what terms; and

WHEREAS, authorizing the circulation of a petition does not bind the City to approve the annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, AS FOLLOWS:

Section 1. The City Council hereby authorizes the circulation of a petition for annexation for the Franck annexation area.

Section 2. All property within the territory hereby sought to annexed shall assume its proportionate share of the City's indebtedness existing as of the date of annexation and as modified in the future and shall be assessed and taxed at the same rate and at the same basis as property within the City of Ridgefield.

Section 3. The annexation area is proposed to be zoned RLD-4 with the Urban Holding 10 Overlay in accordance with RDC 18.210.015.A, the Carty Road Subarea Plan, and the Ridgefield Urban Area Comprehensive Plan.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON
THIS 7th DAY OF DECEMBER, 2023.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

Attachment A: Franck A



COMMUNITY DEVELOPMENT DEPARTMENT

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

Resolution No. 633: Franck Intent to Annex Staff Report

Files No. MASTER-23-0051, PLZ-23-0085

December 7, 2023

I. Basic Facts

Council date: December 7, 2023

Action requested: Franck Notice of Intent to Annex and Council determination whether to proceed with annexation.

Application date: On October 9, 2023 the City received the Franck Intent to Annex application. On October 16, 2023 staff found the application technically complete.

Applicant: Wollam & Associates. 7701 NE Greenwood Drive, Suite 100 / Vancouver, WA 98662. Contact: Terry Wollam, 360-798-5820, terry@wollamassociates.com.

Applicant's Representative: AKS Engineering & Forestry. 9600 NE 126th Avenue, Suite 2520 / Vancouver, WA 98682. Contact: Michael Andreotti, 360-882-0419, andreottim@aks-eng.com.

Owner: James C Franck & Mary L Franck Co-Trustees, Franck Family Rev Trust. 23713 NW Hillhurst Road / Ridgefield, WA 98642.

Property Information: 23713 NW Hillhurst Road / Ridgefield, WA 98642. #81 S29 T4N R1E WM, Assessor's #215876000, 5.64 acres.

County Zoning: Single Family Residential (R1-7.5), Urban Holding 10 (UH-10) Overlay

Comprehensive Plan Designation: Urban Low (UL)

Carty Road Subarea Plan Zoning: Residential Low Density 4 (RLD-4)

Staff Contact: Claire Lust, Community Development Director. 360.857.5024, claire.lust@ridgefieldwa.us

II. Documents Received

- A. Master land use application
- B. Notice of intent to annex application
- C. Declaration of intent to annex
- D. Narrative
- E. Vicinity map

III. Property Information

The Intent to Annex includes one parcel on NW Hillhurst Road. The adjacent right-of-way is already in the City limits. The parcels are in the Ridgefield Urban Growth Area (UGA) and contiguous with the existing Ridgefield City limits. Therefore, the parcel is eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2023 Assessed Taxable Property Value for 2024 Taxes	Site Address
FRANCK JAMES C & FRANCK MARY L CO-TRUSTEES	#81 S29 T4N R1E WM, Assessor's #215876000	245,678	5.64	\$1,027,641.00	23713 NW Hillhurst Rd

Figure 1. Vicinity Map

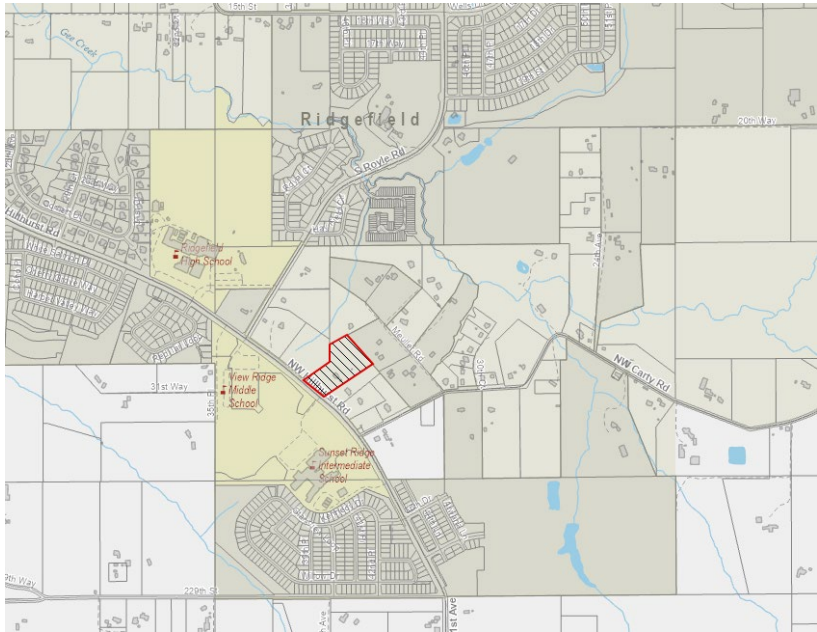
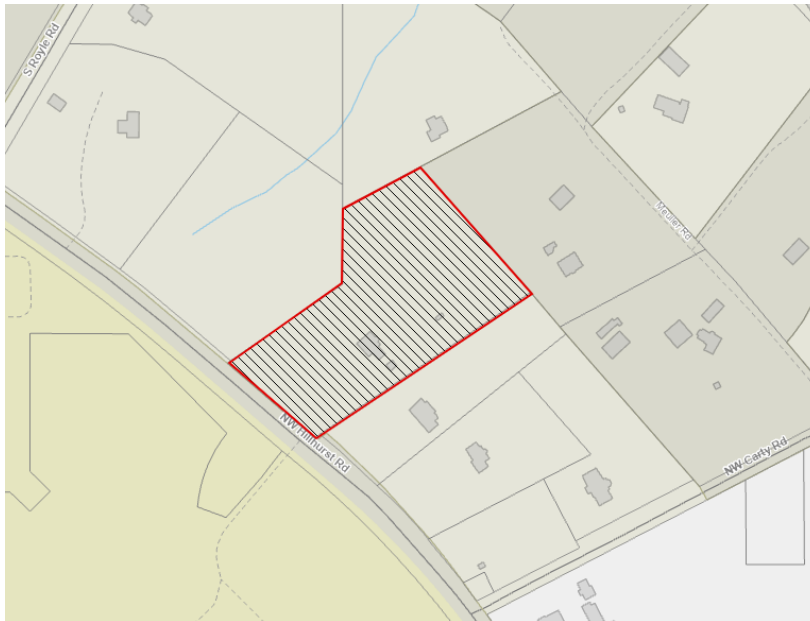


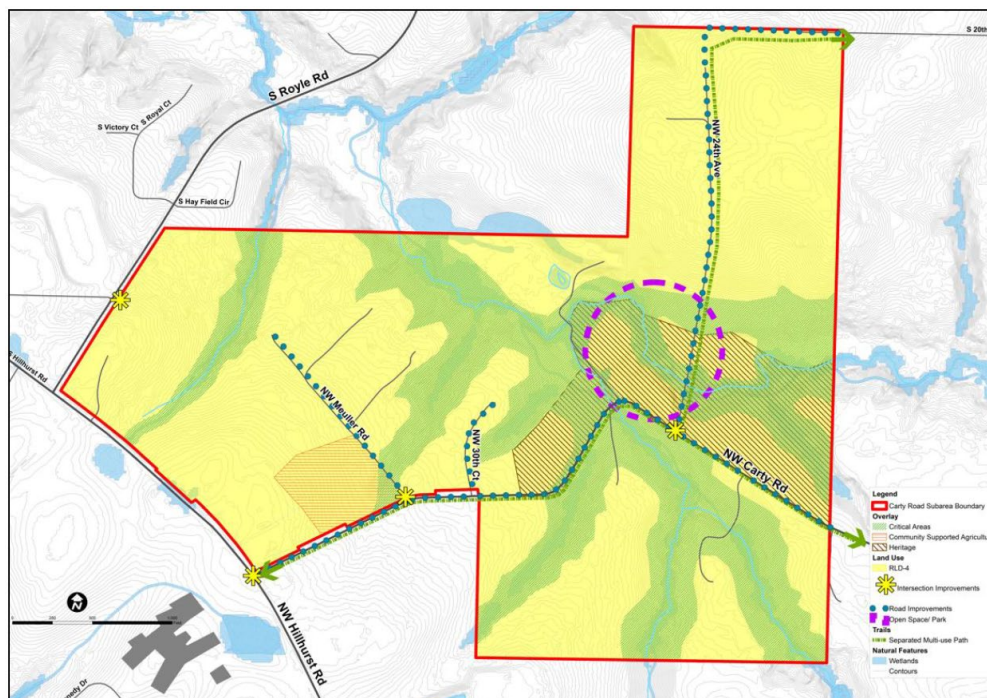
Figure 2. Site Map



IV. Zoning and Development

The comprehensive plan designation on the site is Urban Low (UL). The current Clark County zoning is Single Family Residential (R1-7.5), with the Urban Holding – 10 (UH-10) overlay. RDC 18.210.015.A states that the city shall designate all newly annexed lands designated for urban low density residential as Residential Low Density 4, 6, or 8. Under the adopted Carty Road Subarea Plan, the zoning designation is RLD-4.

Figure 3. Carty Road Subarea Concept Plan



Per the submitted introductory statement, the applicant intends to subdivide the parcel following annexation.

The adopting ordinance would limit the ability to subdivide the parcel and lift Urban Holding until development code provisions implementing the goals of the Carty Road Subarea Plan are adopted.

V. Direct Petition Method

The direct petition method of annexation (RCW 35A.14.120-150) requires that owners of 10% or more of the land value of the proposed annexation area must sign the Notice of Intent to Annex. Road values are not included in this calculation. The signatures on the Notice of Intent to Annex represent 100% ownership, exceeding the 10% threshold of the Notice of Intent to Annex.

VI. Procedure

At this meeting, City Council will determine:

- **Whether the city will accept or reject the Franck Notice of Intent to Annex;**
 - With an intent to annex, Council also has the option to geographically modify the annexation area. The annexation area Council defines through the intent to annex process may be reduced but not increased through the subsequent petition to annex process.
- Whether the city will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and RCW 35A.14.340);
- Whether the property, if annexed, will be consistent with the 2016 Ridgefield Urban Area Comprehensive Plan (RUACP);
- Whether the property, if annexed, will be required to assume all or any portion of the city's existing general indebtedness; and
- Whether the property, if annexed, will be supported by the city's Capital Facilities Plan.

Should the Council accept the Notice of Intent to Annex, the Council authorizes the Notice of Petition to Annex to be circulated. The Petition to Annex process is:

- 60% Notice of Petition to Annex: The applicant shall secure the signatures of the property owners holding a minimum of 60% of the total value of the area proposed for annexation;
- Petition to Annex Application: The applicant shall submit a complete Petition to Annex application to the city;
 - Public Services: In the application, the applicant shall demonstrate that there are adequate public services available to serve the annexation area;
 - Survey: In the application, the applicant shall include a survey map and legal description of the entire annexation area including adjacent right-of-way not yet in the City limits.
- Certification of Sufficiency: The City shall send the 60% petition to Clark County for review of legal description and to obtain a Certification of Sufficiency;
- SEPA: The city shall prepare and circulate a SEPA DNS for rezoning the properties consistent with the RUACP;
- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex;
- Council 2nd reading: City Council shall hold a 2nd reading to determine whether the city will accept or reject the Notice of Petition to Annex;

- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management; and
- Census: The City Clerk shall report population increases to census reporting agencies.

VII. Motion:

To accept the Intent to Annex: "I move to adopt Resolution No. 633 as presented/as geographically modified."

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Reconsideration and Second Reading of Ordinance No. 1414 - 2023 Lahti
Property Comprehensive Plan Amendments

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

Council waived second reading and voted to adopt Ordinance No. 1414 on November 16, 2023.

SUMMARY/BACKGROUND:

On November 16, 2023 City Council held a public hearing and first reading of Ordinance No. 1414 - 2023 Lahti Property Comprehensive Plan Amendments. Council waived second reading and voted to adopt Ordinance No. 1414.

Subsequently, staff identified a procedural error related to the adoption of Ordinance No. 1414. A 60-day notice of intent to adopt the comprehensive plan amendments was sent to the Washington Department of Commerce on October 5, 2023. On October 9, 2023 Commerce responded with a letter acknowledging the 60-day notice and confirming the end of the noticing period as December 4, 2023. Staff understood that the comprehensive plan amendments could not become effective prior to December 4. However, per RCW 36.70A.106 (1) and (3) and WAC 395-196-630 (1)(a) the amendments could not be adopted prior to December 4.

To execute a valid adoption of Ordinance No. 1414, Council should reconsider the ordinance and vote again on adoption. See "Recommended Action or Motion" below.

The staff report from the November 16 Council meeting is included as an attachment.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

Motion 1. I move to reconsider the motion to waive second reading and adopt Ordinance No. 1414 as presented that was made at the meeting on November 16th. Request a second and vote on Motion 1. Motion 1 must be made by someone who voted for the November 16th motion and can be seconded by anyone.

If Motion 1 carries, Mayor can restate the original motion "to waive second reading and adopt ordinance 1414 on first reading" is back before the Council and can ask for staff to explain if needed the request for the reconsideration. Then, Mayor can ask the Clerk to do a second reading of 1414. Clerk does second reading.

Motion 2. I move that the November 16th motion be withdrawn and that Ordinance No. 1414 be adopted on second reading. Request second and then debate and vote on the second motion.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. November 16 Staff Report

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING ORDINANCE NO. 1203 AMENDING THE RIDGEFIELD URBAN AREA COMPREHENSIVE PLAN AND CAPITAL FACILITIES PLAN

WHEREAS, the City of Ridgefield is located within Clark County, Washington, which is required to complete land use planning under the Revised Code of Washington Chapter 36.70A, Growth Management Act; and,

WHEREAS, the Ridgefield City Council approved a current periodic revision to the Ridgefield Urban Area Comprehensive Plan via adoption of Ordinance No. 1203 during a regularly scheduled meeting held on February 25, 2016; and

WHEREAS, the City of Ridgefield reviewed its future vision, planning policies and map designations to accommodate projected population and jobs and developed Volume 1 of the Ridgefield Urban Area Comprehensive Plan, including the Comprehensive Plan Map and Capital Facilities Plan; and

WHEREAS, the Ridgefield City Council has since approved annual minor revisions to the Ridgefield Urban Area Comprehensive Plan; and

WHEREAS, there is a proposal to amend the comprehensive plan designation on the western portion of Assessor's #213989000 (5145 Pioneer Street, Lahti Property) from Employment to General Commercial, with a concurrent zone change from Employment to Commercial Community Business; and

WHEREAS, there is a proposal to remove a planned segment of S 3rd Way located on Assessor's #213989000 from the Capital Facilities Plan; and

WHEREAS, the proposal meets the approval requirements set forth in the Ridgefield Development Code, RDC 18.310.090 and RDC 18.320; and

WHEREAS, the City of Ridgefield submitted notice to the Washington State Department of Commerce on October 9, 2023 meeting the sixty (60) day State agency/public review process as prescribed by RCW 36.70A; and,

WHEREAS, the Ridgefield Planning Commission conducted a public hearing on the proposed amendments at a regularly scheduled meeting on November 1, 2023; and

WHEREAS, on November 1, 2023 the Planning Commission voted unanimously to recommend approval of the proposed amendments to City Council; and,

WHEREAS, consistent with WAC 197-11-340(2), on November 16, 2023 the City of Ridgefield issued a SEPA Determination of Non-significance regarding the proposed amendments; and,

WHEREAS, the SEPA public comment period expired on November 30, 2023 and the City addressed all comments received; and,

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments during a regularly scheduled City Council meeting held on November 16, 2023; and

WHEREAS, the Ridgefield City Council conducted the second reading on the proposed amendments during a regularly scheduled meeting held on December 7, 2023; and,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to the Ridgefield Urban Area Comprehensive Plan including the Capital Facilities Plan on Assessors #213989000 for the City of Ridgefield to comply with RCW 36.70A (Growth Management – Planning by Selected Counties and Cities) to ensure that the City has planned realistically for future

growth.

Section 2. Adoption of the Updated Ridgefield Urban Area Comprehensive Plan and Zoning Maps.

The City Council for the City of Ridgefield hereby adopts the updated Ridgefield Urban Area Comprehensive Plan and Zoning Maps attached hereto as Exhibit A superseding all previously adopted Comprehensive Plan and Zoning Maps.

Section 3. Adoption of the Updated Capital Facilities Plan Map. The City Council for the City of Ridgefield hereby adopts the updated Ridgefield Capital Facilities Plan attached hereto as Exhibit B superseding all previously adopted Capital Facilities Plan Maps,

Section 4. Compliance with RCW 36.70A.130. The City of Ridgefield has met its obligations under RCW 36.70A.130 and finds no additional compliance actions are necessary.

Section 5. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 7. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Ridgefield City Council.

Section 8. Effective Date. This ordinance shall be in full force and effect as of January 1, 2023.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 7th DAY OF DECEMBER, 2023.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: November 16, 2023
Second Reading/Passage: December 7, 2023

Date of Publication:
Effective Date:

Attachment A: 2023 Lahti Property Comprehensive Plan and Zoning Map Updates

Attachment B: 2023 Lahti Property CFP Update



THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA

Lahti Property Comprehensive Plan Amendment Requests

File No. MASTER-23-0031, PLZ-23-0048

City Council Staff Report

November 16, 2023

I. BASIC INFORMATION

Application submitted: June 29, 2023.

Planning Commission public hearing: November 1, 2023

City Council public hearing: November 16, 2023

Proposal: Two amendments are proposed related to the future development of the Lahti property: 1) Change the comprehensive plan designation on the western portion of the property from Employment to General Commercial, with a concurrent zone change from Employment to Commercial Community Business; and 2) Remove a planned segment of S 3rd Way from the Capital Facilities Plan (CFP).

Location: 5145 Pioneer St / Ridgefield, WA 98642. #40 S21T4NR1E WM, Assessor's #213989000, 33.19 acres.

Applicant: FDM Development, 515 NW 253rd St / Ridgefield, WA 98642. Contact: Dean Maldonado, 360-719-0276, dean@fdmdevelopment.com

Applicant's representative: PBS Engineering and Environmental, 415 W 6th St / Vancouver, WA 98660. Contact: 360-695-3488, PBScivil@pbsusa.com

Property owner: Gary Lahti, 5145 Pioneer St / Ridgefield, WA 98642.

Current comprehensive plan designation: Employment (EM)

Current zoning: Employment (E)

Staff contact: Claire Lust, Community Development Director, 360-857-5024, claire.lust@ridgefieldwa.us

II. BACKGROUND AND PROPOSAL

The Lahti property is located at 5145 Pioneer Street. The site is 33.19 acres and is zoned Employment (E). Surrounding zoning and uses are shown in Figure (1) and include:

- Commercial Regional Business (CRB) land to the north across Pioneer Street, with mixed commercial development proposed as the Union Ridge Town Center and Ridgefield Gateway projects.
- CRB land to the east occupied by the Vancouver Clinic.

- Employment land to the east developed with light industrial uses.
- Employment land to the south under development as the Pac Trust industrial center.
- Employment land immediately to the west with a stormwater facility.
- Commercial Community Business (CCB) land to the west developed as the Discovery Ridge commercial center.

Figure 1. Zoning context



On August 24, 2023, City Council adopted Ordinance No. 1407 removing the Ridgefield Mixed Use Overlay (RMUO) from the Lahti property. The purpose of this action was to begin facilitating development of a medical office on the northeast portion of the property. At the time of the RMUO removal, the applicant indicated their intent to subsequently go through a comprehensive plan amendment to re-designate the western portion of the site from Employment to Commercial to facilitate future commercial development.

The first component of this proposal is to change the zoning on the western portion of the site from Employment (E) to Commercial Community Business (CCB). In order to achieve this zone change, a comprehensive plan amendment is also required to change the underlying comprehensive plan designation from Employment (EM) to General Commercial (GC). See Figures (2) and (3).

Figure 2. Existing zoning

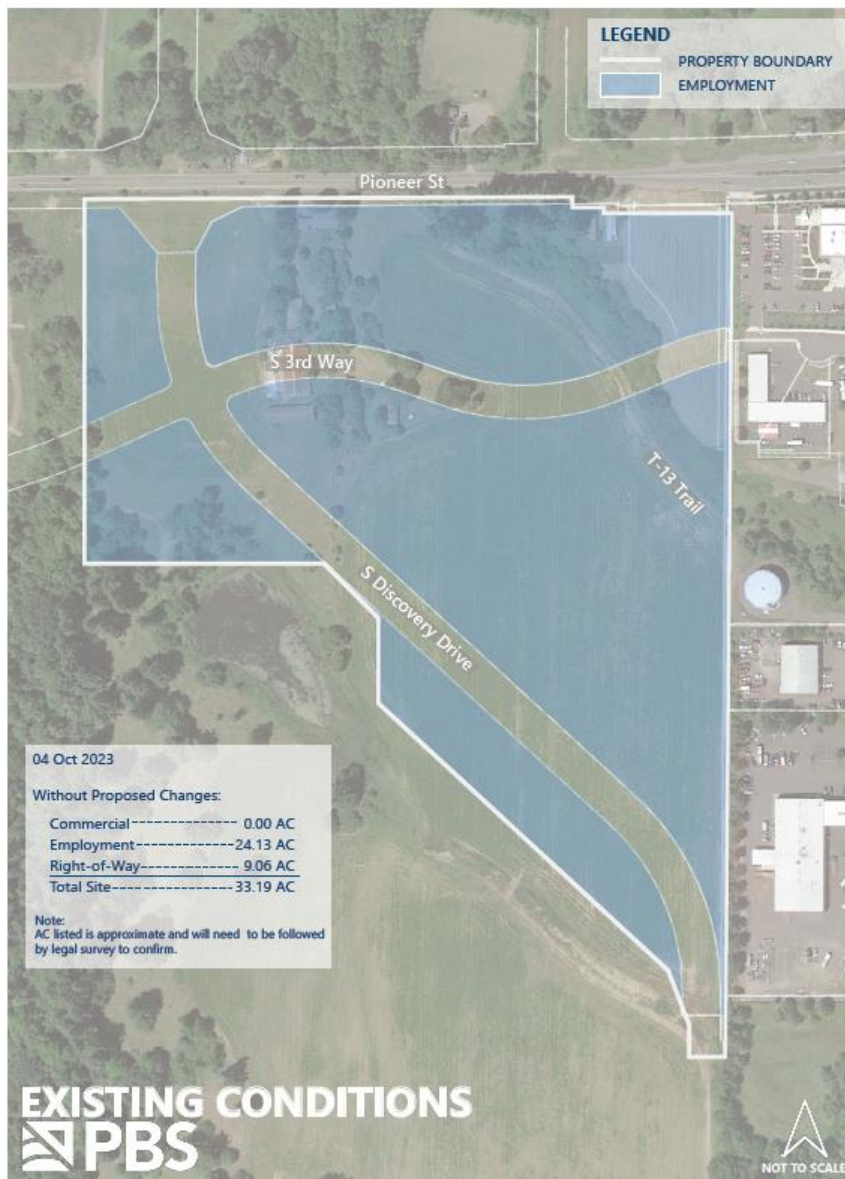
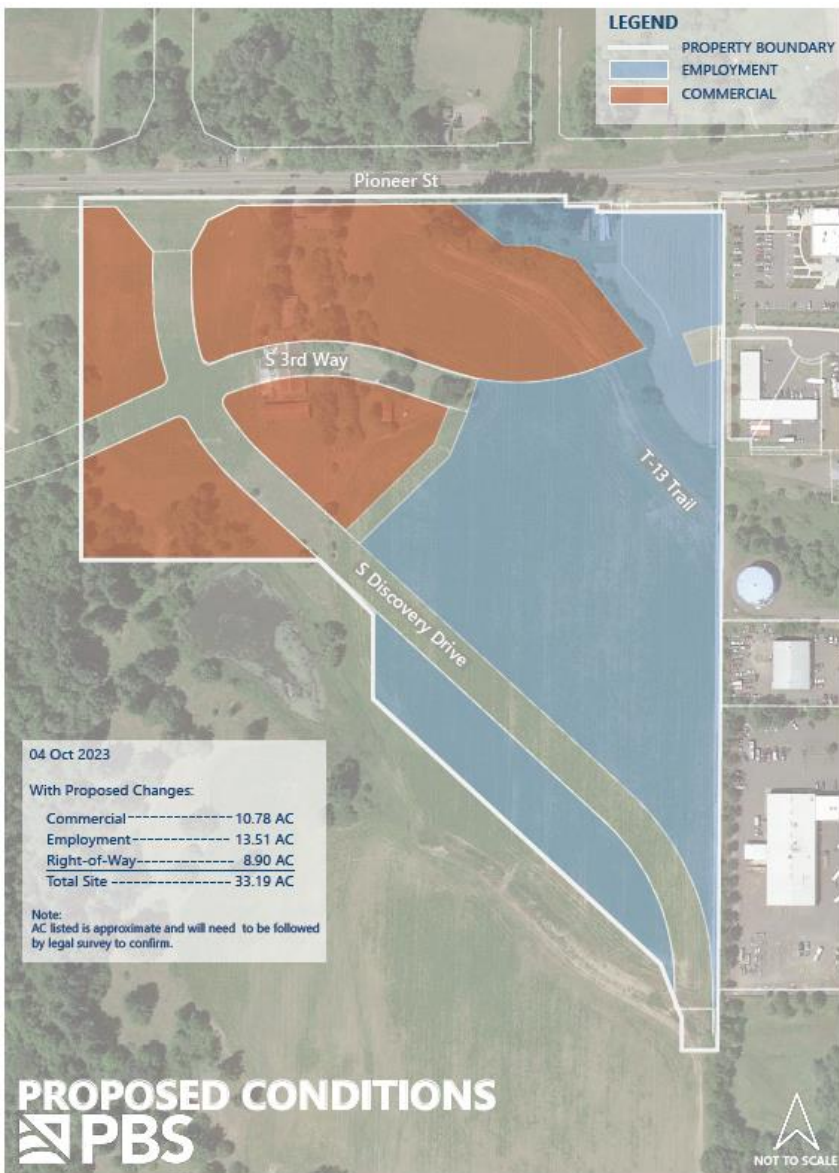


Figure 3. Proposed zoning



The second component of this proposal is to remove a planned segment of S 3rd Way from the Capital Facilities Plan (CFP). See Figures (4) and (5).

Figure 4. Current CFP map

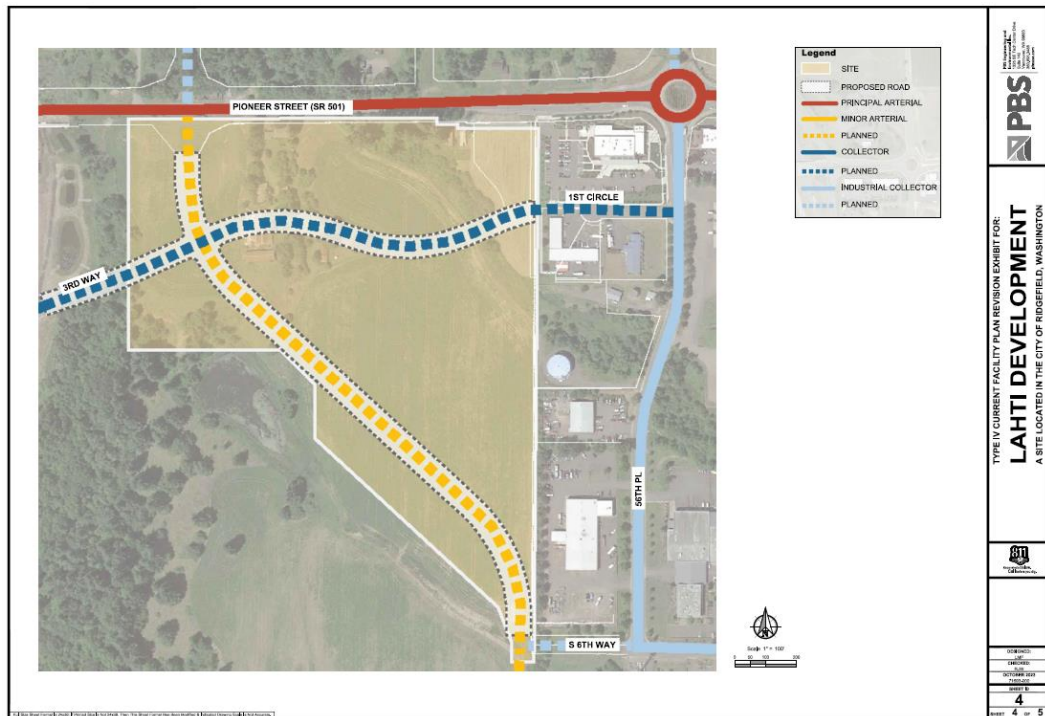
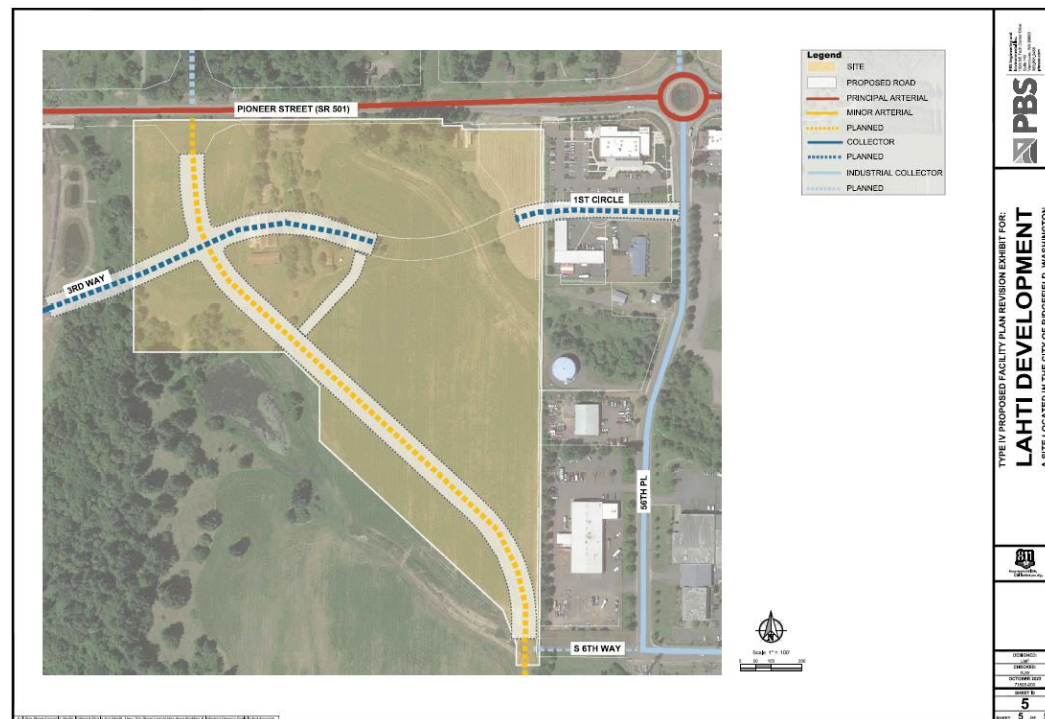


Figure 5. Proposed CFP map



In their project narrative, the applicant states that the proposed change from Employment to Commercial would create a more consistent commercial corridor along Pioneer Street, with the opportunity to develop easily accessible commercial services for the community. The stated purpose of the proposed CFP revision is to preserve continuity for the on-site stream corridor while still supporting anticipated traffic volumes.

III. COMPLIANCE WITH RDC 18.320 - AMENDMENTS

RDC 18.320.020 – Amendment process.

- A. *The City shall consider amendments to the RUACP no more frequently than once every year, except as authorized under RCW 36.70A.130(2)(i.–v.). All proposals shall be considered by the city council concurrently so the cumulative effect of various proposals can be ascertained. (RCW 36.70A.130.2.)*

Findings

The Comprehensive Plan amendments proposed herein are the only amendments being considered in 2023. Council last considered comprehensive plan amendments in 2022. This standard is met.

- B. *The City shall coordinate the timing of its annual review process so as to be consistent with county plan amendment procedures.*

Findings

Clark County paused annual comprehensive plan amendment requests during their periodic comprehensive plan update. This standard does not apply.

- C. *To be considered during the annual amendment review process, an applicant must file a petition no later than July 1 for the petition to be considered during that calendar year, except that the city may propose an amendment after this deadline so long as it meets the requirements of RMC 18.320.020.A–B. and the city's adopted public participation process.*

Findings

The applicant filed a petition on June 29, 2023. This standard is met.

RDC 18.320.050 – Approval criteria.

- A. *Zoning district map amendments shall be consistent with the Ridgefield Urban Area Comprehensive Plan (RUACP) map. Where the proposed amendment is not consistent with the RUACP map, the petitioner shall also file a petition to amend the RUACP map. Amendments to zoning district maps or text must be consistent with the goals and policies of the RUACP.*

The applicant provided the following response to (A):

The 33.19-acre parcel (213989000, 606996000, and 602965000) adjoins the south side of Pioneer Street; the applicant is petitioning to change a 10.78-acre portion to Commercial, leaving the remaining 22.41 acres as Employment and right of way. This commercial portion sits directly south of the Pioneer Street right-of-way, adjoining the City's main transportation spine into the downtown core and will extend south to the intersection of 3rd and Discovery Drive. The applicant recognizes that changing that portion of 10.78 acres of land from E zoning to CCB zoning requires a Type IV legislative review process. The following is an excerpt from the RUACP, stating the five guiding principles of that document.

The Ridgefield Urban Area Comprehensive Plan 2016–2035 (RUACP) is guided by a vision for how Ridgefield and the surrounding area will grow and develop during the next 20 years. This vision is best described by five principles: Regional Employment Center, Quality Neighborhoods, Complete Community, Protection of Critical Areas, and Managed Growth.

Regional Employment Center, Complete Community: Approval of this petition will provide a more consistent commercial corridor along Pioneer Street leading toward the Interstate 5 (I-5) corridor and will be providing commercial resources (restaurants, stores) that will help sustain and support the employment uses (offices, light industrial). The Lahti property is the only substantial amount of land zoned E (besides land used for stormwater treatment) that remains along the 0.85-mile stretch of Commercial zoning that flanks each side of Pioneer Street leading east to I-5. It will support the complete community RUACP principle, lessening the need for people to drive to lunch/goods during the day. It also will support the regional employment center by creating an enjoyable and interesting place to work with places to walk to on a lunch break.

The principle, Protection of Critical Areas, would be supported, as the road would no longer cross the critical area buffers or the creek that bisects the land (see attached existing conditions plan submitted with this package). The road section that would be removed is approximately 504 feet long and 70 feet wide. 488 feet (12,165 square feet) of that 504 feet would have crossed critical areas that support and provide fish passage.

The applicant is petitioning to revise the RUACP map, the Comprehensive Plan, and the Zoning Map to reflect these changes discussed above.

Managed Growth: This change also supports the principle of managed growth, as these commercial opportunities will work toward supplying jobs and goods interior to the current city limits; keeping them close to the well-paying jobs will limit the amount of trips and keep the services where they can support the community.

- B. *Amendments to this title or to the RUACP must be consistent with the concurrency requirements of the CFP and shall not result in level-of-service deficiency for any capital facility or service identified in the CFP.*

The applicant provided the following response to (B):

The changing of a 10.78-acre portion part of the property from E to CCB would allow development to proceed in a manner that is consistent with the surrounding properties. The uses, mix of users, and hours of use would be the main items to change. There would still be traffic impact fees collected with development of the parcel(s).

The changes to the transportation levels of service (LOS) are difficult to quantify without a thorough travel-demand model of the area to comprehensively capture the influences and details of land uses, trip generation, trip attraction, trip types, and the full roadway network. LOS is addressed qualitatively for this application.

Some of the antecedent steps to evaluating the LOS are possible to provide and are described in the following paragraphs. These include trip generation and trip distribution.

Trip Generation

Under the site's current employment (E) zoning, and with the current CFP, the potential site development area totals 24.13 acres after 9.06 acres are allocated for public rights-of-way (S Discovery Drive and S 3rd Way). See the Existing Conditions map for reference.

The actual developable area is less than 24.13 acres since this area spans sensitive lands and yields atypical lot shapes that are not conducive to optimal development densities. For this analysis, it is assumed that approximately 22% of the acreage, or 5.31 acres (231,240 square feet), could be developed as usable floor area. Consistent with recent evaluations performed for the site, the highest and best uses of this floor area are considered to be divided among light manufacturing (75%), office (10%), and medical (15%) uses.

The trip generation for this current condition is estimated following methods and datasets in the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition (2021), and the ITE Trip Generation Handbook, 3rd Edition (2017). The results are summarized in Table 2.

Table 2. Site Development Potential and Trips Under Current Conditions

Zoning	Building Use	Allocation	Floor Area (SF)	ITE Code	ITE Use	Weekday Trips		
						Daily	AM Peak Hour	PM Peak Hour
E	Light Manufacturing	75%	173,430	110	General Light Industrial	702	122	59
	Office	10%	23,120	710	General Office Building	324	48	49
	Medical	15%	34,690	630	Clinic	1,278	85	126
Total		100%	231,240	Total Trips		2,304	255	234
				(Internal Trips)*		(0)	(0)	(0)
				Primary Trips		2,304	255	234

SF = square feet

* Internal trips occur between land uses within the overall development and do not travel outside the site. They are calculated according to typical ITE methods for the weekday AM and PM peak hours. ITE has no data for daily internal trips, so the daily internal trip rate is calculated as the average of the AM and PM internal trip rates. Internal trips are formatted in italics inside parentheses to represent that they subtract from the total trips to calculate primary trips as the remainder.

With the changes proposed to the site zoning and to the City's CFP, the potential site development area totals 24.29 acres, with 10.78 acres changed to commercial uses (CCB zoning) and 13.51 acres remaining as employment uses (E zoning). With the S 3rd Way link removed, and with a connecting local roadway added, the area allocated for public rights-of-way totals 8.90 acres.

The developable areas are estimated following the same procedure used above for the existing conditions: approximately 22% of the acreage is assumed to be developable. Thus, the commercial acreage could support approximately 103,310 square feet of floor area, and the highest and best use is assumed to be retail. By similar logic, the employment acreage could

support approximately 129,470 square feet of floor area, and the highest and best uses of this floor area are considered to be divided among light manufacturing (75%), office (10%), and medical (15%) uses.

The trip generation for this proposed condition is estimated following methods and datasets in the ITE Trip Generation Manual, 11th Edition (2021), and the ITE Trip Generation Handbook, 3rd Edition (2017). The results are summarized in Table 3.

Table 3. Site Development Potential and Trips Under Proposed Conditions

Zoning	Building Use	Allocation	Floor Area (SF)	ITE Code	ITE Use	Weekday Trips		
						Daily	AM Peak Hour	PM Peak Hour
CCB	Retail	100%	103,310	821	Shopping Plaza Without Supermarket	6,976	179	536
	Subtotal	100%	103,310	NA	NA	6,976	179	536
E	Light Manufacturing	75%	97,100	110	General Light Industrial	416	69	40
	Office	10%	12,950	710	General Office Building	196	28	30
	Medical	15%	19,420	630	Clinic	732	51	71
	Subtotal	100%	129,470	NA	NA	1,344	148	141
Total			232,780	Total Trips		8,320	327	677
				Internal Trips*		(292)	(8)	(24)
				Pass-By Trips**		(2,322)	(35)	(210)
				Primary Trips		5,706	284	443

NA = not applicable; SF = square feet

* Internal trips occur between land uses within the overall development and do not travel outside the site. They are calculated according to typical ITE methods for the weekday AM and PM peak hours. ITE has no data for daily internal trips, so the daily internal trip rate is calculated as the average of the AM and PM internal trip rates. Internal trips are formatted in italics inside parentheses to represent that they subtract from the total trips to calculate primary trips as the remainder.

** Commercial retail land uses generate pass-by trips. Pass-by trips occur when vehicles already traveling past the site on adjacent roadways (Pioneer Street, in this case) stop at the future retail uses, then resume their trip toward their destination. Pass-by trips do not increase the total volume of traffic on the roadways, but they do increase turning movements at driveways and intersections. For the Lahti site, the pass-by trips are likely to be drawn from Pioneer Street and to turn at the Discovery Drive intersection. ITE indicates a 40% pass-by trip rate during the weekday PM peak hour. A 20% pass-by rate (half the PM rate) is assumed for the AM peak hour, and weighted average of the rates (34%) is assumed for the weekday period. Pass-by trips are formatted in italics inside parentheses to represent that they subtract from the total trips to calculate primary trips as the remainder.

As shown in comparing the trip generation calculations between the current and proposed conditions, the net increase in primary trips is 3,402 weekday trips, including 29 AM peak hour trips and 209 PM peak hour trips. While the change to commercial retail uses will increase the

total number of trips, many of these increased trips will be internal and pass-by trips. This pattern will restrain the total impact of the proposed zone change.

Trip Distribution

Within any roadway network, intersections typically represent the limiting points for vehicular capacity, and a variety of recent traffic impact analysis (TIA) reports have forecast future intersection conditions within the site vicinity. The 56th Place / Pioneer Street intersection appears to be the most sensitive to additional traffic growth due to its position as the “funnel” for all east-west traffic in the vicinity, and this condition will not change due to the proposed rezone or the removal of the planned collector roadway. Whether the collector roadway is connected or not between S Royle Road and S 56th Place, the trips that would travel on the collector must still travel through the roundabout at the 56th Place / Pioneer Street intersection.

Recent TIAs indicate LOS results at the 56th Place / Pioneer Street intersection will be approaching their capacity within the next few years, even with its planned expansion related to adjacent developments. This suggests that additional capacity may be needed for east-west vehicle travel in the area to relieve pressure on the 56th Place / Pioneer Street intersection. Certain projects on the CFP could provide such relief: these include the overcrossing roadways north and south of Pioneer Street and the Hillhurst Road extension to State Route 502 and the exit 11 interchange.

Even for local trips, the proposed removal of the collector roadway will not significantly diminish circulation opportunities within the site vicinity. This is evident in the regional travel-demand model maintained by the Southwest Washington Regional Transportation Council (RTC), which models travel patterns within Clark County according to large transportation analysis zones (TAZs). The travel patterns between the 315-acre TAZ #2086 that covers the Lahti site and the 297-acre TAZ #2085 to the east may be treated as a proxy for connecting the collector roadway link. Future (year 2040) forecast models indicate only 2% of all the trips at either TAZ are likely to travel between the two TAZs during the 2040 weekday PM peak hour. Without the collector connected through the Lahti site, these few trips would divert to either Pioneer Street or S 11th Street. With the collector connected through the Lahti site, it could relieve only 0.5% to 0.6% of the traffic volumes on the parallel segment of Pioneer Street.

- C. *If the petition necessitates a RUACP text or a CFP project amendment, the applicant shall demonstrate that changed circumstances affecting the public health, safety, and general welfare justifies the amendment.*

The applicant provided the following response to (C):

This petition does require a RUACP text change and a CFP project amendment. The justification for the change and the support for public health, safety, and general welfare is found in the following paragraphs, as well as the following table and exhibits. The primary justification for not building the collector roadway is found in lessening the potential impact on critical areas and the fish population that passes through the site. The unnamed tributary to Canyon Creek has a 150-foot buffer. It is assumed this riparian buffer can be reduced to 75 feet through mitigation and buffer averaging. Removing the roadway and culvert bridge from the CFP will maintain a consistent stream environment.

Secondly, removing the portion of collector roadway will not result in substandard congestion or unsafe conditions on the surrounding streets. As noted above, the collector might handle only 0.5% of the traffic parallel to Pioneer Street, and these volumes likely would still travel through the 56th Place / Pioneer Street intersection regardless of the collector's being connected or not. Thus, if congestion at that roundabout might exceed standards in the future, it will occur regardless of the collector roadway's connection. Furthermore, a potential increase of 0.5% in traffic volumes on Pioneer Street or other nearby roadways will have a negligible effect on transportation safety.

Thirdly, removing the portion of the collector roadway will continue the precedents established to the site's east along S 1st Circle, the existing roadway to which the planned collector would connect. Private development along S 1st Circle has been allowed to progress without dedicating right-of-way for a future collector and with structures that could encroach on a future right-of-way or its typical setback. Additionally, the S 56th Place / S 1st Circle intersection offers limited circulation: the northbound left-turn movement is prohibited. A future intersection of two collector roadways typically would accommodate all movements. These precedents suggest that S 1st Circle has not been intended to be extended as a collector roadway but to function as a local access roadway. Removing the collector roadway connection on the Lahti property east from S Discovery Drive would be consistent with those precedents.

- D. *The city shall not approve any amendment petition which is contrary to state or federal law.*

The applicant provided the following response to (D):

The proposed removal of a portion of the collector roadway shown in the CFP would not be contrary to state or federal law, as there is no such applicable legislation. Furthermore, the proposed development would comply with the City of Ridgefield zoning code and regulations that are applied to the property.

Nationwide guidelines for roadway spacing are available, however, from the Federal Highway Administration (FHWA), ITE, and the American Association of State Highway and Transportation Officials (AASHTO), based on the roadway functional classification. Table 4 summarizes the recommended roadway network spacing from these organizations.

Table 4. Federal Intersection Spacing Recommendations

Roadway Classification	FHWA & ITE	AASHTO
Principal Arterials	1 to 2 miles	1 to 5 miles, depending on surrounding development
Minor Arterials	1 mile	0.5 to 3 miles, depending on the surrounding development; normally not more than 1 mile
Collectors	0.25 to 0.5 mile	NA

Roadway Classification	FHWA & ITE	AASHTO
Local Streets	300 to 500 feet	NA

NA = not applicable

Pioneer Street is classified as a Principal Arterial, and the surrounding streets, both existing and planned future, are minor arterials and collectors. The nationwide guidelines would recommend a collector roadway parallel to Pioneer Street approximately 0.25 to 0.50 mile south of Pioneer Street. As it is currently designed, the collector roadway would be located between approximately 0.05 and 0.15 mile south of Pioneer Street, well under the recommended distance.

The proposed condition would preserve the planned collector connection to the west of the site where it would connect with the existing stub of S 3rd Way within the Discovery Ridge development. The proposed condition also would preserve the planned collector connection to the east of the site at its southeast corner where it would connect with the existing stub of S 6th Way, which is located approximately 0.35 mile south of Pioneer Street. Thus, while the proposed condition would disconnect a planned collector, it would maintain the typical collector spacing through use of both S 3rd Way and S 6th Way.

IV. PLANNING COMMISSION

Planning Commission held a public hearing on the proposed Lahti property comprehensive plan amendments on November 1, 2023. There was no public testimony during the public hearing. Staff have received no other public comments as of November 9, 2023.

Planning Commission asked clarifying questions only and voted unanimously to recommend approval of the proposed comprehensive plan amendments to Council.

V. PROCESS

<u>Date</u>	<u>Milestone</u>
October 18, 2023	Combined notice of Planning Commission and City Council public hearings published and posted
November 1, 2023	Planning Commission public hearing and recommendation to Council
November 16, 2023	City Council public hearing and 1 st reading
December 7, 2023	City Council public meeting and 2 nd reading/adoption

VI. MOTION

None requested. Public hearing and first reading only.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1416 - Enforcement Code Amendments

GOVERNING LEGISLATION

RCW 7.80 - Civil Infractions

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report
2. A. NEW Title 20 Enforcement Code
3. B. Code enforcement fees
4. C. Chapter 8.04 DEBRIS REMOVAL_edited
5. D. Chapter 8.12 GARBAGE COLLECTION_edited
6. E. Chapter 8.13 COLLECTION OF RECYCLABLE MATERIALS_edited
7. F. Chapter 8.20 JUNK VEHICLES AND AUTOMOBILE HULKS_deleted
8. G. Chapter 12.12 TREES_edited
9. H. Chapter 12.15 STREET EXCAVATIONS_edited
10. I. Chapter 13.15 SEWER SERVICE_edited
11. J. Chapter 13.20 WATER SERVICE_edited
12. K. Chapter 13.50 METERS_edited
13. L. Chapter 13.55 BACKFLOW CROSS CONNECTION REGULATIONS_edited
14. M. Chapter 13.80 ILLICIT DISCHARGE_edited
15. N. NEW Chapter 14.98 ENFORCEMENT
16. O. Chapter 15.24 PUBLIC NUISANCES_edited
17. P. NEW Chapter 15.25 JUNK VEHICLES AND AUTOMOBILE HULKS
18. Q. Chapter 18.395 ENFORCEMENT PROCEDURES AND PENALTIES_edited

19. R. Chapter 18.500 SITE PLAN REVIEW_edited
20. S. Chapter 18.710 SIGNS_revised
21. T. Chapter 18.715 EXTERIOR LIGHTING_edited
22. U. Chapter 18.740 FENCES AND WALLS_edited
23. V. Chapter 18.750 FLOOD CONTROL_edited
24. W. Chapter 18.755 EROSION CONTROL_edited
25. X. Chapter 18.840 TREES_edited
26. Y. Chapter 1.08 GENERAL PENALTY_edited

ORDINANCE NO. 1416

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING CHAPTERS WITHIN TITLES 1, 8, 12, 13, 14, 15, AND 18 OF THE RIDGEFIELD MUNICIPAL CODE AND CREATING A NEW TITLE 20 RELATED TO CODE ENFORCEMENT

WHEREAS, it is a policy of the City of Ridgefield to enforce the rules and regulations of the Ridgefield Municipal Code (RMC) in order to protect general health, safety, and welfare; and
WHEREAS, it is a policy of the City of Ridgefield to strive for and achieve the highest level of voluntary compliance in all code enforcement actions; and
WHEREAS, the City of Ridgefield employs a full time Code Enforcement Officer tasked with enforcing the provisions of the RMC as provided for in RCW 7.80 – Civil Infractions; and
WHEREAS, staff including the Code Enforcement Officer have reviewed the code enforcement provisions within the RMC and determined that amendments and additions are necessary to assure that the provisions reflect current law and best practices for code enforcement; and
WHEREAS, the Ridgefield Planning Commission held a public hearing on the proposed amendments and additions during their regular meeting on November 1, 2023; and
WHEREAS, the Ridgefield Planning Commission forwarded a recommendation to amend and add to the Ridgefield Municipal Code as proposed to the City Council on November 1, 2023; and
WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed amendments and additions during their regular meeting on December 7, 2023; and
WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed amendments and additions during their meeting on December 21, 2023; and
WHEREAS, the Ridgefield City Council voted xx-xx to adopt the proposed amendments and additions;
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments to Titles 1, 8, 12, 13, 14, 15, and 18 of the Ridgefield Municipal Code and create a new Title 20 – Code Enforcement.

Section 2. Amendments to the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Titles 1, 8, 12, 13, 14, 15, and 18 as set forth in Exhibits xx-xx, attached hereto and incorporated by this reference.

Section 3. Additions to the Ridgefield Municipal Code. The Ridgefield City Council hereby adopts new Title 20 – Code Enforcement as set forth in Exhibit xx, attached hereto and incorporated by this reference.

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, zoning district names, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or

unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 6. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Clark County Board of County Commissioners and the subsequent acceptance by the Ridgefield City Council.

Section 7. Effective Date. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 21st DAY OF DECEMBER, 2023.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: December 7, 2023
Second Reading/Passage: December 21, 2023
Date of Publication:
Effective Date:

EXHIBITS A-Y:

2023 Enforcement Code Amendments and Additions



THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA

Ordinance No. 1416: Enforcement Code Amendments

City Council Staff Report

December 7, 2023

I. CODE ENFORCEMENT BACKGROUND

It is the policy of the City of Ridgefield to thoroughly and consistently enforce the rules and regulations of the Ridgefield municipal code (RMC), with primary emphasis on protection of general health, safety and welfare. In addition, it is the policy of the City to strive for and achieve the highest level of voluntary compliance in all code enforcement actions. The City strives to resolve all code enforcement actions in a swift, fair, and equitable manner.

The City hired its first full-time Code Enforcement Officer in January 2022. The Code Enforcement Officer was tasked with professionalizing the previously part-time, *ad hoc* position, including standardizing enforcement procedures and corrective actions. The amendments proposed herein are based on the officer's experience and best professional judgement, with input from other involved parties.

II. EXISTING CONDITIONS AND PROBLEM STATEMENT

The Code Enforcement Officer is responsible for determining if violations of the municipal code have occurred and for enforcing the applicable code provisions through corrective actions. The Code Enforcement Officer may call upon other appropriate city departments and employees to assist in enforcement of the municipal code.

The Code Enforcement Officer enforces certain provisions in Titles 8 – Health and Welfare; 12 – Streets and Sidewalks; 13 – Public Utilities; 14 – Building and Construction; 15 – Abatement of Public Nuisances; and 18 – Development Code. Currently, numerous enforcement procedures and penalties are spread throughout these titles of the municipal code. **There is no consistent set of procedures for enforcing violations of the municipal code.**

This lack of consistency has several consequences for staff and customers. Code complaints are resolved more slowly when staff must take the time to determine what enforcement procedure(s) apply to the case. Staff must consult with the City Attorney on appropriate actions, at a significant hourly cost. There is a lack of certainty that individuals who have committed code violations are being treated equitably over time and across different types of violations. When a code violation case goes to hearing, it is difficult for staff to make a strong legal argument based on a fragmented code. Were the current Code Enforcement Officer to leave, it would be challenging for other staff and/or a new hire to apply the existing codes consistently.

III. PROPOSAL

Title 20 – Code Enforcement

The main proposal is to establish one uniform set of code enforcement procedures for the municipal code. This consolidated enforcement code would be in a new title of the RMC: **Title 20 – Enforcement Code** (see Attachment A). The existing code enforcement procedures described in Titles 8, 12, 13, 14, 15, and 18 would be removed and replaced with references to Title 20. (Note: in four chapters – 13.80, 15.24, 18.395, and 18.840 – some existing enforcement language that is specific to the topics therein and does not conflict with Title 20 is proposed for retention. See Table 1.) References to Title 20 would also be added to chapters within the subject titles that should link to enforcement procedures but do not.

The proposed uniform procedures in Title 20 were developed by the current Code Enforcement Officer based on the City of Vancouver's adopted uniform code enforcement procedures. The Code Enforcement Officer previously worked as a City of Vancouver Code Enforcement Officer for 20 years and found Vancouver's enforcement procedures to be fair, equitable, and easy for code enforcement staff and supporting staff to apply in an efficient manner.

The Code Enforcement Officer engaged the following individuals to help draft and refine the proposed code updates for use in Ridgefield:

- City Attorney
- Municipal Court Prosecutor
- Chief of Police
- Community Development Director
- Building Official
- City Engineer
- Stormwater Supervisor
- Utility Clerk
- Cross Connection Control Specialist

A basic summary of proposed Title 20 follows. For full detail please see Attachment A.

- Chapter 20.100 establishes general provisions, including applicability to chapters within Titles 8, 12, 13, 14, 15, and 18; definitions; and the City's authority to investigate violations, enter into voluntary compliance agreements, issue orders, revoke permits, and assess monetary penalties.
- Chapter 20.200 provides a menu of enforcement actions and procedures for noticing and completing those actions:
 - Correction notice: a notice informing the responsible party of a violation and providing a date by which to remedy the violation to avoid further enforcement action.
 - Voluntary correction agreement: an agreement between the City and the responsible party to correct and mitigate for a violation to avoid further enforcement action.
 - Notice of civil penalty: a notice requiring corrective action by a certain date and imposing monetary penalties when the responsible party is unresponsive to a correction notice or agreement.
 - Order to revoke permit: an order to revoke a permit issued by the City of Ridgefield when the terms of the permit or approved plans are not being met, the permit was issued in error, or the permit was issued based on incorrect information.
 - Judicial abatement: an action where the City abates a violation the responsible party

has failed to address as required by a correction notice or agreement, notice of civil penalty, or Hearing Examiner's final order, with the permission of the property owner or pursuant to a judicial order.

- Summary abatement: immediate abatement of a violation imminently threatening health, safety, welfare, or the environment, typically using a stop work order.
 - Injunctive relief: an action where the City Attorney petitions the court for the issuance of an injunction or restraining order preventing the code violation from continuing.
 - Criminal prosecution: an action where the City refers a violation to the prosecutor as a misdemeanor. Must follow attempts to achieve compliance through other means listed in Chapter 20.200 unless the situation involves repeat violations or malicious intent.
 - Judicial relief: an option for the City to file a complaint in court to seek legal relief where civil enforcement actions or criminal prosecution would not be timely or effective.
- Chapter 20.300 describes the process by which affected parties may appeal an enforcement action. Appeals go before the Hearing Examiner, and staff prepares a report for the hearing detailing the case. The Hearing Examiner's decision may be appealed to superior court.

Monetary penalties

Staff proposes a concurrent update to the Master Fee Schedule establishing monetary penalties for first, second, and subsequent violations of the municipal code. See Attachment B. Code violation penalties are not currently listed in the Master Fee schedule and are instead scattered throughout the RMC like existing code enforcement procedures. The proposed fees are similarly based on those charged by City of Vancouver code enforcement. The basic proposed fees are \$250 for first violation, \$500 for second violation, and \$1,000 for subsequent violations. Higher fees are proposed for violations that pose an immediate threat to life, health, safety, and the natural environment.

As proposed in Chapter 20.200, the City could collect cumulative monetary penalties. Penalties could be assessed on a daily basis beginning after the corrective date provided in the notice to the responsible party. Monetary penalties would accrue during an appeal period unless the appellant prevails. Payment of fees would not relieve the responsible party from correcting the violation. Costs incurred by the City to remedy a violation, including legal costs, abatement costs, and administrative costs, would be charged to the responsible party or as a lien against the property.

Other proposed updates

While auditing the existing code enforcement language, staff identified three other changes to include in this proposal.

1. Junk vehicles and automobile hulks. Currently, junk vehicles and automobile hulks are addressed in Chapter 8.20 under Title 8, Health and Welfare. The proposal is to create a new chapter for junk vehicles and automobile hulks (Chapter 15.25) within Title 15, Abatement of Public Nuisances such that junk vehicles and automobile hulks are appropriately identified as public nuisances. New Chapter 15.25 would reference Title 20 for enforcement procedures, relieving Ridgefield PD of their duty to get a court order for removal of junk vehicles off private property and instead establishing the owner's responsibility to remove their own junk vehicles through the uniform code enforcement process. See Attachment P.

2. Backflow cross-connection regulations. Housekeeping amendments are proposed to RMC Chapter 13.55.040, Inspection of backflow devices. See Attachment L.
3. Misdemeanor penalty. Chapter 1.08.020 provides that all misdemeanors shall be punishable by a fine of not more than \$500, with certain exceptions. An amendment is proposed to add “unless provided in Title 20” to the list of exemptions, such that fines greater than \$500 could be charged for certain code violations as proposed. See Attachment Y.

Table 1. Summary of proposed changes

<u>Source</u>	<u>Changes</u>	<u>Attachment</u>
RMC Title 20 – Code Enforcement	New title with uniform code enforcement procedures.	A
Master Fee Schedule	New section with code violation penalties.	B
RMC Chapter 8.04 – Debris Removal	Replace existing enforcement procedures with reference to uniform enforcement procedures in Title 20.	C
RMC Chapter 8.12 – Garbage Collection	Replace existing enforcement procedures with reference to uniform enforcement procedures in Title 20.	D
RMC Chapter 8.13 – Collection of Recyclable Materials	Replace existing enforcement procedures with reference to uniform enforcement procedures in Title 20.	E
RMC Chapter 8.20 – Junk Vehicles and Automobile Hulks	Delete and move to new Chapter 15.25.	F
RMC Chapter 12.12 – Trees	Replace existing enforcement procedures with reference to uniform enforcement procedures in Title 20.	G
RMC Chapter 12.15 – Street Excavations	Replace existing enforcement procedures with reference to uniform enforcement procedures in Title 20.	H
RMC Chapter 13.15 – Sewer Service	Add reference to uniform enforcement procedures in Title 20.	I
RMC Chapter 13.20 – Water Service	Add reference to uniform enforcement procedures in Title 20.	J
RMC Chapter 13.50 – Meters	Add reference to uniform enforcement procedures in Title 20.	K
RMC Chapter 13.55 – Backflow Cross-Connection Regulations	Add reference to uniform enforcement procedures in Title 20.	L

	Minor housekeeping updates to 13.55.040, Inspection of backflow devices.	
RMC Chapter 13.80 – Illicit Discharge	Replace most existing enforcement procedures with reference to uniform enforcement procedures in Title 20. Maintain certain illicit discharge-specific enforcement sections that do not conflict with Title 20 (cost of remediation, special noticing requirements, negotiations with violators authorized).	M
RMC Chapter 14.98 – Enforcement	Add a new chapter to Title 14, Building and Construction, referencing the uniform enforcement procedures in Title 20.	N
RMC Chapter 15.24 – Public Nuisances	Replace most existing enforcement procedures with reference to uniform enforcement procedures in Title 20. Maintain certain enforcement sections that do not conflict with Title 20 (liability for costs).	O
RMC Chapter 15.25 – Junk Vehicles and Automobile Hulks	New chapter referencing uniform enforcement procedures in Title 20. Replaces Chapter 8.20.	P
RMC Chapter 18.395 – Development Code Enforcement Procedures and Penalties	Replace most existing enforcement procedures with reference to uniform enforcement procedures in Title 20. Maintain certain development-specific enforcement sections that do not conflict with Title 20 (determination of violation, subdivision violations).	Q
RMC Chapter 18.500.070 – Site Plan Review – Conditions, revocation of approval, terms and appeals	Revise reference to Chapter 18.395 and add reference to Title 20.	R
RMC Chapter 18.710.170 – Signs – Nonconforming signs, maintenance, removal and enforcement	Revise reference to Chapter 18.395 and add reference to Title 20.	S
RMC Chapter 18.715.080 – Exterior Lighting – Penalties for violation	Revise reference to Chapter 18.395 and add reference to Title 20.	T
RMC Chapter 18.740.060 – Fences and Walls – Enforcement	Add reference to Title 20.	U

RMC Chapter 18.750.030 – Flood Control – General provisions	Revise reference to Chapter 18.395 and add reference to Title 20.	V
RMC 18.755.080 – Erosion Control – Enforcement	Replace existing enforcement procedures with references to Chapter 18.395 and to Title 20.	W
RMC 18.840.140 – Trees – Non-compliance, penalty, and enforcement	Replace most existing enforcement procedures with references to Chapter 18.395 and to Title 20. Maintain the additional remedies already identified in 18.840.140 that do not conflict with Title 20.	X
RMC 1.08.020 – General Provisions – General Penalty – Misdemeanors – Penalty generally	Add reference to Title 20.	Y

IV. PROCESS

<u>Date</u>	<u>Milestone</u>
October 18, 2023	Combined notice of Planning Commission and City Council public hearings published and posted
November 1, 2023	Planning Commission public hearing and recommendation to Council
December 7, 2023	City Council public hearing and 1 st reading
December 21, 2023	City Council public meeting and 2 nd reading/adoption

V. PLANNING COMMISSION

Planning Commission held a public hearing on the proposed enforcement code amendments on November 1, 2023. Planning Commission voted unanimously to recommend approval of the code amendments to Council. Commissioners encouraged Council to consider increasing the fines for environmental violations.

VI. PUBLIC COMMENT

Staff have received no public comments as of November 30, 2023.

VII. ATTACHMENTS

Attachments are at this link: <https://ridgefieldwa.sharefile.com/d-sa82cee1e82c24d68bc404fbeb9496f31>.

***Please download the attachments to view the proposed underline/strikethrough text amendments.

They may not be visible in the document previews.***

***NEW* Title 20**

ENFORCEMENT CODE

Chapters:

- 20.100 General Provisions**
- 20.200 Enforcement**
- 20.300 Appeal**

Chapter 20.100

GENERAL PROVISIONS

Sections:

- 20.100.010 Authority.**
- 20.100.020 Purpose.**
- 20.100.030 Applicability.**
- 20.100.040 Conflicts.**
- 20.100.050 Meaning of terms.**
- 20.100.060 Enforcement Authority and Administration.**

20.100.010 Authority.

The City of Ridgefield adopts this ordinance under the authority of Article [XI](#), Section [11](#) of the state constitution, RCW [35A.11.020](#) and RCW [35.23.440](#).

20.100.020 Purpose.

The purpose of Title [20](#) is to establish a uniform administrative system to enforce City of Ridgefield ordinances and to ensure the citizenry's health, safety, and welfare. Any duty created by this title is a general duty running in favor of the public.

20.100.030 Applicability.

The enforcement provisions of Title [20](#) shall apply to the following substantive RMC chapters and titles and to such other sections of the Ridgefield Municipal Code making reference to this chapter:

RMC Chapter 8.04, Debris Removal

RMC Chapter 8.12, Garbage Collection

RMC Chapter 8.13, Collection of Recyclable Materials

RMC Chapter 12.12, Trees

RMC Chapter 12.15, Street Excavations

RMC Chapter 13.15, Sewer Service

RMC Chapter 13.20, Water Service

RMC Chapter 13.50, Meters

RMC Chapter 13.55, Backflow Cross-Connection Regulations

RMC Chapter 13.80, Illicit Discharge

RMC Title 14 – Buildings and Construction

RMC Title 15 – Abatement of Public Nuisances

RMC Title 18 – Development Code

20.100.040 Conflicts.

In the event of a conflict between this title and any provision referenced in RMC [20.100.030](#) that provides for a civil or criminal penalty, this title shall control.

20.100.050 Meaning of terms.

Except as otherwise provided in this section, all terms shall have the meaning as defined by those substantive code sections referenced in RMC [20.100.030](#), or in the absence of specific definition, terms shall be defined by their plain meaning.

"City official" shall mean that person responsible for the interpretation, enforcement or both interpretation and enforcement of the provisions referenced in RMC [20.100.030](#). "City official" shall include, but is not limited to, the city manager, department manager or any designated agent thereof who the city manager or department manager gives authority to enforce the provisions referenced in RMC [20.100.030](#).

"Code" shall mean any RMC section referenced in RMC [20.100.030](#).

"Certificate of occupancy" shall mean, for the purposes of this code, a certificate issued by a local government agency or building department indicating a building's compliance with applicable building codes and other laws to be in a condition suitable for occupancy.

"Frivolous" An appeal is frivolous if it raises no debatable legal or factual issues upon which reasonable minds might differ and if it is so totally devoid of merit that there is no reasonable possibility of success on the merits. When deciding whether an appeal is frivolous, the hearings examiner may consider the city's attempts to alert the appellant to the defects in his case, appellant's failure to state in the notice of appeal the alleged error of fact or law in the notice of civil penalty or order to revoke permit, and/or the appellant's involvement in prior code enforcement actions for the same category of violation, regardless of the location of the violation.

"Gross misdemeanor" shall mean a criminal offense punishable by up to three hundred and sixty-five days (365) in jail or up to a \$5000.00 fine or both.

"Misdemeanor" shall mean a criminal offense punishable by up to ninety (90) days in jail or up to a \$1000.00 fine or both.

"Necessary and reasonable costs" shall mean the expenses incurred by the city to abate a violation. The expenses shall include, but shall not be limited to, personnel costs, both direct and indirect; costs of paying prevailing wages to public works contractors; attorney's fees; hauling, storage, and disposal expenses; and the costs of printing or mailing orders, notices, and correspondence.

“Nuisance vehicle” shall mean any inoperable vehicle, junk vehicle or automobile hulk as defined in RMC [15.25.020](#).

“Owner” shall mean any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including tenants, the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, as well as a bankruptcy trustee.

“Person” shall mean an individual, a firm, partnership, association, institution or corporation or any other group acting as a unit.

“Repeat violation” shall mean a violation of the same regulation in any location by the same person, for which a notice of civil penalty or other order has been issued and was not timely appealed or was denied on appeal. A repeat violation may involve the same condition, action, or omission as a previous violation. A repeat violation may also involve non-compliance with the corrective action noted in a notice of civil penalty or order to revoke permit which results in the issuance of an additional notice of civil penalty or order to revoke permit.

“Violation” shall mean any condition, act, failure to act or omission that is inconsistent with any code section referenced in RMC [20.100.030](#).

20.100.060 Enforcement Authority and Administration.

A. In order to discourage public nuisances and promote compliance with City code provisions, the City Official shall have the following authority:

1. To investigate and determine that violations of those chapters of the RMC identified in RMC [20.100.030](#) have occurred or are occurring;
2. To enter into voluntary compliance agreements with persons responsible for code violations;
3. To issue notices and orders, require compliance, assess civil penalties, and recover costs pursuant to RMC 20.200;

4. To require abatement of violations and if not timely abated by the persons responsible for the violation, to undertake the abatement, with the consent of the owner or occupier of the property or pursuant to a judicial abatement order, and charge the reasonable costs of such work pursuant to RMC 20.200;
5. To order work stopped at a property by means of a stop work order, and to assess civil penalties pursuant to RMC 20.200 if such order is violated;
6. To suspend, revoke, or modify any permit previously issued by the City or to deny a permit application pursuant to RMC 20.200 when other efforts to achieve compliance have failed;
7. To forward a written statement of all relevant information relating to the violation to the City's prosecuting attorney with a recommendation to prosecute willful and knowing violations as misdemeanor offenses.

Chapter 20.200

ENFORCEMENT

Sections:

- 20.200.010 Responsibility for code violations.**
- 20.200.020 Enforcement provisions.**
- 20.200.030 Correction notice.**
- 20.200.040 Required Elements: Notice of Civil Penalty – Order to Revoke Permit.**
- 20.200.050 Imposition of cumulative monetary penalties.**
- 20.200.060 Service of Notice of Civil Penalty and Order to Revoke Permit.**
- 20.200.070 Monetary penalties.**
- 20.200.080 Summary abatement – Stop work order.**

20.200.010 Responsibility for code violations.

A. It shall be unlawful for any person to violate any code provision referenced in RMC [20.100.030](#). In addition to the violator, there is a rebuttable presumption that the owner of a vehicle, building, structure, premises, personal property or land upon or within which a violation has occurred or is occurring is also responsible for the violation, so long as the owner

had or has actual or constructive knowledge of the violation at the time the violation occurred or is occurring.

B. Any adult who is responsible for the care or supervision of a juvenile less than eighteen (18) years of age is liable for any violation of the codes reference in RMC [20.100.030](#) committed by the juvenile, so long as the responsible adult had or has actual or constructive knowledge of the violation at the time the violation occurred or is occurring.

20.200.020 Enforcement provisions.

The city adopted the code pursuant to its police powers to protect the public's health, safety, and welfare. It shall be unlawful to violate the code. Whenever the city official determines that a violation has occurred or is occurring, the city official, in response to the seriousness and severity of the violation, may utilize one or a combination of the enforcement mechanisms in this section. The following enforcement mechanisms may be used instead of, or in addition to, the summary abatement procedures provided in RMC [20.200.080](#) and any other remedies available under law:

A. *Correction notice.* The city official may issue a correction notice to the person responsible for a violation. The correction notice shall conform to the requirements in RMC [20.200.030](#). The correction notice shall not impose civil or criminal penalties, and the correction notice is not subject to appeal.

B. *Voluntary Correction Agreement.* The City official may enter into a voluntary correction agreement with the person responsible for the violation where the person admits the violation and agrees to corrective action to abate the violation or to remediate or mitigate the impacts of the violation. The voluntary correction agreement must be in a form approved by the city attorney and contain:

1. The name and address of the person responsible for the violation;
2. The address of the violation, a description of the violation and the code provisions violated, and a waiver of the right to administratively appeal the violation, acknowledging that the conditions described exist and that they constitute a violation;

3. A description of the corrective action to be taken and the time deadlines by which the actions must be completed;
4. The amount of the civil penalty that will be imposed if the voluntary compliance agreement is not satisfied; and
5. An acknowledgement and consent that if the voluntary compliance agreement is not satisfied that the City may, without further due process, enter the property and perform the abatement and assess the costs incurred in enforcement and abatement, which if not paid, may be charged as a lien against the property.

C. *Notice of civil penalty.* The city official may issue a notice of civil penalty to the person responsible for a violation. The notice of civil penalty may require corrective action or actions and impose monetary penalties according to RMC [20.200.070](#).

1. Required corrective action may include an order to vacate a building, structure or premises when vacation is necessary in the interest of health, safety and welfare.
2. The city may abate a violation in accordance with applicable law, if required corrective action is not commenced or is not completed within the time specified in the notice of civil penalty.
3. Non-compliance with the corrective action noted in the notice of civil penalty constitutes a second or subsequent violation and may result in the issuance of an additional notice of civil penalty or the assessment of cumulative monetary penalties.
4. It may be a separate offense for each and every day or portion thereof during which any violation is committed.

D. *Order to revoke permit.* The city official may issue an order to revoke a permit. An order to revoke a permit may be appropriate if the permittee is not complying with the terms of the permit or approved plans; or if the permit is issued in error; or if a permit is issued based upon incorrect information; or if the work is, in the city official's judgment, adversely affecting or about to adversely affect adjacent property or rights-of-way, a drainageway, watercourse, critical area or stormwater facility, or city water system; or if the issuance of the permit is a hazard to the public health, safety, or welfare; or if a permit is contrary to law.

E. *Judicial abatement.* Whenever the person responsible for the violation has failed to perform the abatement required by an unappealed notice of civil penalty, a voluntary correction agreement, or a final order of the hearing examiner, the City may abate any conditions that continue to be a violation and may assess the costs incurred in enforcement and abatement, which if not paid, may be charged as a lien against the property. Abatement on private property shall be with the consent of the owner or occupier of the property or pursuant to a judicial abatement order, unless an imminent threat requires summary abatement.

F. *Summary abatement.* Whenever any violation of the RMC poses an imminent threat to the health, safety, or welfare of persons or property, or to the environment, the city official may immediately order that the violation be abated in conformance with the requirements contained in RMC [20.200.080](#).

G. *Injunctive Relief.* When the code enforcement officer finds that any person, firm or corporation has violated and continues to violate or threaten to violate any provision of the municipal code or any chapter thereof or order issued under the municipal code by the code enforcement officer, then the city, through the city attorney, may petition to the appropriate court with jurisdiction for the issuance of a temporary or permanent injunction or restraining order as is deemed appropriate which restrains the continued violation of any provision of this code or compels the specific performance as required or such other requirement imposed by the municipal code on the activities of the violator. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against the violator.

H. *Criminal prosecution.* The city official may refer a violation to the prosecutor for criminal prosecution.

1. As specified in this subsection, a violation of the code may be classified as a misdemeanor:

RMC CHAPTER	CRIMINAL CLASSIFICATION
RMC Chapter 8.04 – Debris Removal	Misdemeanor
RMC Chapter 8.12 – Garbage Collection	Misdemeanor
RMC Chapter 8.13 – Collection of Recyclable Materials	Misdemeanor

RMC CHAPTER	CRIMINAL CLASSIFICATION
RMC Chapter 12.12 – Trees	Misdemeanor
RMC Chapter 12.15 – Street Excavations	Misdemeanor
RMC Chapter 13.15 – Sewer Service	Misdemeanor
RMC Chapter 13.20 – Water Service	Misdemeanor
RMC Chapter 13.50 – Meters	Misdemeanor
RMC Chapter 13.55 – Backflow Cross-Connection Regulations	Misdemeanor
RMC Chapter 13.80 – Illicit Discharge	Misdemeanor
Title 14 – Buildings and Construction	Misdemeanor
Title 15 – Abatement of Public Nuisances	Misdemeanor
Title 18 – Development Code	Misdemeanor

2. It may be a separate offense for each and every day or portion thereof during which any violation is committed.

3. The city official shall refer a violation to the prosecutor for criminal prosecution only after the city official first attempts to achieve compliance through the issuance of a correction notice or notice of civil penalty or order to revoke permit. Provided that, the city official may refer a violation to the prosecutor for criminal prosecution, without attempting to achieve compliance through civil enforcement options, under the following circumstances:

- a. When a repeat violation occurs; or
- b. When the person acted with malicious intent, reckless indifference to the law or knew or reasonably should have known that the condition, act, failure to act or omission that prompted enforcement is in violation of the code; or
- c. When the city official and city attorney determine a notice of civil penalty or order to revoke permit will not be effective or timely.

4. The procedures contained in RMC [20.200.020\(E\)](#) shall not apply to members of the Ridgefield Police Department who possess law enforcement authority to issue criminal citations.

H. *Judicial relief.* Nothing in this title shall prevent the city from filing a complaint or petition in a court of competent jurisdiction to seek any relief authorized by law before first seeking compliance through civil enforcement options when civil or administrative enforcement options or criminal prosecution would not prove timely or effective.

20.200.030 Correction Notice.

The correction notice shall be in writing, and shall include the following information:

- A. The first date of the violation; and
- B. The name and address of the person responsible for the violation. If the person cannot be found or ascertained after consulting the county assessor's records, the correction notice may be conspicuously affixed or posted on the building, structure, premises, personal property or land upon or within which the violation has occurred or is occurring; and
- C. The street address or other description sufficient for identification of the building, structure, premises, personal property or land upon or within which the violation has occurred or is occurring; and
- D. A description of the violation and a reference to the violated code section or sections; and
- E. The necessary corrective action to be taken and the date by which the action must be completed; and
- F. A summary of the enforcement actions, including criminal prosecution, the city may use if the violation is not remedied in the time provided for in the correction notice; and
- G. The city official may include any other appropriate information.

20.200.040 Required Elements: Notice of Civil Penalty – Order to Revoke Permit.

A. *Content.* A notice of civil penalty or order to revoke permit shall be in writing, and shall include, at minimum, the following information:

1. The date of the violation; and
2. The name and address, if the address can be easily ascertained, of the person responsible for the violation; and
3. The location or approximate location of the violation; and
4. A short description of the violation and a reference to the violated substantive code section or sections; and
5. A statement whether the violation is a first or repeat violation, and if a repeat violation, whether it is a second or subsequent violation; and
6. The monetary penalty according to the monetary penalty schedule in RMC [20.200.070](#); and
7. If corrective action required, a description of the necessary corrective action to be taken and the date by which the action must be completed before cumulative penalties will begin to accrue.
8. If corrective action required, notice that the person(s) responsible for a violation(s) shall automatically incur a cumulative daily monetary penalty, pursuant to RMC [20.02.070](#) if the person(s) responsible for a violation fails to comply with the corrective action or actions in a notice of civil penalty or order to revoke permit by the corrective date specified in the order; and notice that such cumulative monetary penalties shall accrue during the appeal period unless the appellant prevails on appeal.
9. A notice that the notice of civil penalty or order to revoke permit may be appealed only as provided in RMC [20.300.020](#). The notice shall summarize the requirements of RMC [20.300.020](#) and state that failure to appeal constitutes a waiver of all right to an administrative hearing and determination of the matter and that the non-prevailing party may be responsible for the costs of the appeal hearing, including, but not limited to, direct

and indirect personnel time, copy costs, postage expenses, and the hearing examiner's time; and

10. Any other information the city official deems relevant.

20.200.050 Imposition of cumulative monetary penalties.

If the person(s) responsible for the violation(s) fails to appeal a notice of civil penalty that imposes cumulative monetary penalties or the person(s) responsible for the violation(s) loses at an appeal hearing, the city official may seek to collect cumulative monetary penalties for continued noncompliance with the city code provisions cited in the subject notice of civil penalty or hearing examiner's order. The city official shall not seek to collect cumulative civil penalties unless the person(s) responsible for the violation(s) has been given written notice of the opportunity to appeal the violation and penalties, under the procedures contained in RMC [20.300.020](#).

20.200.060 Service of Notice of Civil Penalty and Order to Revoke Permit.

A. *Service.* The city official shall cause the notice of civil penalty or order to revoke permit to be served upon the person to whom it is directed, either personally, by mailing a copy of it to the person's last known address, or by conspicuously affixing or posting it on the building, structure, premises, personal property, or land upon or within which the violation has occurred or is occurring. If cumulative penalties are sought, service by posting may only be done if the person to whom the notice of civil penalty or order to revoke permit is directed cannot be personally served within Clark County and if an address for mailed service cannot be ascertained by reference to public records.

1. If the person(s) responsible for the violation(s) is the owner of real property, but does not live at the site of the violation, and if the personal address of the owner is unknown, the city official may serve the notice of civil penalty by mailing it to the billing address for the subject property that is on file in the Clark County Assessor's Office.

B. *Additional Persons to be served.* If known or disclosed from the county assessor's office, one copy of the notice of civil penalty or order to revoke permit may be served on the holder of any

mortgage or deed of trust or other lien or encumbrance of record or any lease of record or the holder of any other estate or legal interest of record in any building, structure, land, personal property or premises on which a violation has occurred or is occurring.

C. *Failure to effect service.* The failure of the city official to effect service on any person required or permitted to be served according to RMC [20.200.060\(B\)](#) shall not invalidate any proceeding under this title as to any other person duly served or relieve any such person from any duty or obligation imposed by this title.

D. *Service requirements for nuisance vehicles.* A notice of civil penalty concerning a nuisance vehicle must be served upon:

1. The nuisance vehicle's last registered and legal owner of record, unless the nuisance vehicle is in such a condition that identification numbers are not available to determine ownership; and
2. The property owner of record upon which the nuisance vehicle is located.
3. The notice shall include notice of the city's intent to dispose of the nuisance vehicle if the vehicle remains unclaimed for more than 15 days from notice, or conclusion of an appeal, if any, and that costs of removal may be assessed against the vehicle owner or property owner. If the notice is not appealed, the City may direct the Ridgefield Police Department to dispose of the nuisance vehicle, giving notice to the Washington State Patrol and the Washington Department of Licensing as required by law.

E. *Service by posting.* If the person to whom the notice of civil penalty or order to revoke permit is directed is served by posting it shall be treated in the same manner as service by mailing.

F. *Proof of service.* Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting service, declaring the time and date of service, and the manner by which service was made. Additionally, if served by posting and cumulative penalties are sought, the declaration shall include, the facts showing the efforts used in attempting to serve the person personally or by mail.

20.200.070 Monetary penalties and cost recovery.

- A. The person responsible for a violation shall incur an initial monetary penalty, pursuant to whether the violation is a first, second or subsequent violation and according to the adopted Master Fee Schedule.
- B. In addition to the monetary penalty in RMC [20.200.070\(D\)](#), the person responsible for a violation may automatically incur a daily cumulative monetary penalty, pursuant to whether the violation is a first, second or subsequent violation and according to the adopted Master Fee Schedule, if the person responsible for a violation fails to comply with the corrective action or actions in a notice of civil penalty or order to revoke permit by the corrective date specified in the order. The daily cumulative monetary penalty shall begin to accrue after the corrective date specified in the notice of civil penalty or order to revoke permit.
- C. The city may not seek to collect cumulative monetary penalties unless the city official has complied with the requirements contained in RMC [20.200.050](#).
- D. The monetary penalties for first, second and subsequent violations of the code enforced through this title, within any two (2) year period, shall be as enumerated in the adopted Master Fee schedule.
- E. In the event of an appeal, monetary penalties under RMC [20.200.070\(B\)](#) shall accrue during the appeal period unless the appellant prevails on appeal.
- F. Payment of any monetary penalties associated with the violation does not relieve the person to whom the notice of civil penalty or order to revoke permit is directed of the duty to correct the violation.
- G. Cost Recovery. In addition to other remedies authorized under this Title, upon issuance of a notice of civil penalty, summary abatement order or stop work order, the City shall charge the necessary and reasonable costs of enforcement and abatement incurred to correct the violation to the person responsible for the violation. These costs include reasonable attorneys' fees and legal costs, collection costs, administrative personnel costs, inspection and abatement costs, and actual costs of preparing notices, agreements, printing, mailing, and court filing fees. These costs, if unpaid, may be charged as lien against the property.
- H. Collection of monetary penalties and necessary and reasonable costs.

1. *Payment.* Monetary penalties and necessary and reasonable costs are due and payable to the applicable city department or service area ten (10) calendar days after the city personally serves the cited person with a written demand for payment, itemizing the costs the city incurred. If not served personally, monetary penalties and necessary and reasonable costs are due fifteen (15) calendar days after the city deposits in the U.S. mail such a demand and itemized costs. If a violation is appealed as provided herein, monetary penalties and necessary and reasonable costs are due fifteen (15) calendar days after the date the city deposits in the U.S. mail a copy of the hearings examiner's final order.
2. *Approved collection methods.* The Finance Director or the Finance Director's designee is authorized to take any appropriate legal action to collect monetary penalties and necessary and reasonable costs, including liens, personal obligations, assignment of claims to collection agencies, and other collection methods authorized by law.
3. *Authority to negotiate settlement.* The city official may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

20.200.080 Summary abatement – Stop work order.

A. *Summary abatement.* Whenever any violation of the RMC poses an imminent threat to the health, safety, or welfare of persons or property, or to the environment, the city may summarily and without prior notice order the condition(s) abated and if not so abated, the City may abate any conditions that continue to be a violation and may assess the costs incurred in enforcement.

B. *Stop work order.* A stop work order is a form of summary abatement. Whenever the city official determines that a violation of the RMC has occurred or is occurring, the city official may issue a stop work order and impose monetary penalties consistent with RMC [20.200.070](#). A stop worker order may be issued if:

1. Work is not authorized by a valid permit; or
2. The permittee is not complying with the terms of the permit or approved plans; or

3. The work is, in the city official's judgment, adversely effecting or about to adversely affect adjacent property or rights-of-way, a drainageway, watercourse, critical area or stormwater facility, city water system; or
 4. The work creates a hazard to the public health, safety, or welfare.
- C. Notice and appeal procedures.
1. *Notice.* Notice of summary abatement or a stop work order shall include:
 - a. The information required in RMC [20.200.040](#), except the notice shall refer to the method of summary abatement instead of a notice of civil penalty or order to revoke a permit; and
 - b. Notice of the right to appeal the city's action in the manner described for an appeal of a notice of civil penalty or order to revoke a permit in RMC [20.300.020](#), and the right to request compensation for damages proximately caused to the appellant by the city's summary abatement if the appellant prevails in the appeal.
 2. *Service of notice.* Notice of summary abatement or a stop work order shall be served according to the requirements of RMC [20.200.060](#) as soon as reasonably possible.
- D. *Recovery of necessary and reasonable costs.* The necessary and reasonable costs of summary abatement, including incidental expenses, shall be collected according to RMC [20.200.070\(G\)](#).

Chapter 20.300

APPEAL

Sections:

- 20.300.010 Appeals heard by hearing examiner.**
- 20.300.020 Filing an appeal.**
- 20.300.030 Pre-hearing procedures.**
- 20.300.040 Appeal hearing.**
- 20.300.050 Decision of the hearing examiner.**
- 20.300.060 Official record of proceedings.**
- 20.300.070 Appeal to superior court.**

20.300.010 Appeals heard by hearing examiner.

All appeals under this title shall be heard by a hearing examiner, as created and authorized under RMC Chapter [2.24](#). This title shall supersede any rules promulgated under RMC [2.24.070](#).

20.300.020 Filing an appeal.

A. *Standing to appeal.* The person cited in the notice of civil penalty or any order issued pursuant to this Title, or any person having any record title or legal interest in the building, structure, premise, personal property, or land where the violation is alleged to exist, may appeal a notice of civil penalty or order as provided in RMC [20.300.020](#).

B. *Filing an appeal.* An appeal of a notice of civil penalty or order shall be in writing, signed by the person appealing, and shall be filed with the City Clerk no more than ten (10) calendar days from the date the city personally serves the notice of civil penalty or order on all cited parties or, if not served personally, no more than thirteen (13) calendar days after the city deposits the notice of civil penalty or order in the U.S. mail as provided in RMC [20.200.040\(B\)](#).

C. *Administrative denial of untimely appeals.* The city official may administratively deny an appeal as untimely if the appellant fails to conform to the time requirements contained in RMC [20.300.020\(B\)](#). The administrative denial shall be in writing and served in compliance with RMC [20.200.060](#). An appellant may appeal the city's official administrative denial by filing an appropriate action in a court of competent jurisdiction within thirty (30) days of the denial.

D. *Content of an appeal.* The written appeal shall state the name and address of the appellant and shall explain how the appellant is authorized by RMC [20.300.020\(A\)](#) to file the appeal and shall list grounds for the appeal, including any alleged error of fact or law in the notice of civil penalty or order. Failure to comply with this section constitutes a "frivolous appeal" as defined under RMC [20.100.050](#), and subject the appellant to the award of hearing costs and legal fees.

E. *Failure to appeal.* Failure to appeal a notice of civil penalty or order as provided in this subsection constitutes a waiver of all right to an administrative hearing and determination of the matter.

20.300.030 Pre-hearing procedures.

A. *Hearing date.* As soon as practical after receiving the written appeal, and after coordinating with the hearing examiner, the city shall fix a date, time and place for the hearing of the appeal.

1. Such date shall be not less than thirty (30) calendar days nor more than one hundred twenty (120) calendar days from the date the appeal was filed with the City Clerk, providing the appeal hearing may be less than thirty (30) calendar days or more than one hundred twenty (120) calendar days from the date the appeal was filed if agreed to by the parties or if the hearing examiner, upon motion by one of the parties and with adopted written finding, concludes the change would be in the interests of justice. Any agreement or order setting the hearing less than thirty (30) calendar days from the date the appeal was filed shall also provide a schedule for submittal of exhibits, memoranda of authorities, responses, and the official appeal file.

2. *Notice of hearing.* The city shall provide the appellant with written notice of the time and place of the hearing by causing such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, to the address on the appeal at least twenty (20) calendar days prior to the date of the hearing.

3. If the appeal hearing concerns a nuisance vehicle, the city also shall send written notice of time and place of the hearing, by certified mail, with a five (5) day return receipt requested, to the following person:

- a. The owner of the land where the nuisance vehicle is located, as shown on the last equalized assessment roll; and
- b. The nuisance vehicle's last registered and legal owner of record, unless the nuisance vehicle is in such condition that identification numbers are not available to determine ownership.

B. *Form of notice of hearing.* The notice to appellant shall be substantially in the following form, but may include other information:

"PLEASE TAKE NOTICE that an appeal hearing will be held before the hearing examiner on the _____ day of _____, 20__, at the hour of _____ at _____ to hear in full the above-entitled appeal. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given an opportunity to cross-examine all

witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses.”

C. *Subpoenas.* The hearing examiner, at the request of the city or appellant, may subpoena witnesses necessary for the presentation of their respective cases. The subpoena may be served by the city or appellant either personally or by mailing a copy of the subpoena to the witness’s last known address. Proof of service shall be made by written declaration and executed by the person effecting service, declaring the time and date of service and the manner by which service was made. It is a misdemeanor to knowingly ignore the directives of a subpoena under this subsection.

D. *The official appeal file.* The city official and appellant shall deliver to the hearing examiner and to each other all relevant materials to the appeal, including, but not limited to, staff reports, legal memoranda, exhibits, names or potential witnesses, along with a brief summary of any witness's expected testimony, and any affidavits or declaration, at least seven (7) calendar days before the scheduled hearing or at such a time set forth in a pre-hearing order or as otherwise agreed to by the parties.

E. *Pre-Hearing conference.* The hearing examiner may, on his or her own motion or at the request of a party, hold a conference prior to the appeal hearing to consider:

1. Simplification of issues; or
2. The existence of any undisputed facts that the parties will stipulate to;
3. A schedule for briefing, pre-hearing submittals, or any other pre-hearing matters; or
4. Such other matters that will aid in the efficient disposition of the action.

Based upon such a conference, the examiner may enter a pre-hearing order. Pre-hearing conferences shall be recorded and the recordings shall be part of the official case record.

20.300.040 Appeal hearing.

A. *Nature and scope of appeal hearings.* Except on good cause shown, all hearings before the hearing examiner shall be open to the public. The appellant, the appellant’s representative, the city official and any person whose interests are affected shall be given an opportunity to be heard. The scope of review in an appeal hearing is de novo, except that the hearings examiner

shall defer to the city official's legal interpretation of the code, unless the city official's interpretation is arbitrary and capricious or clearly erroneous. The hearing examiner shall have the authority to prescribe rules for the scheduling and conduct of appeal hearings consistent with this Title.

B. Special provisions for hearings concerning nuisance vehicles.

1. The owner of the land on which a nuisance vehicle is located may appear in person at the hearing or present a written statement in time for consideration at the hearing and deny responsibility for the presence of the nuisance vehicle on the owner's land.
2. The city may offer evidence to rebut the owner's denial.
3. If the hearing examiner determines after hearing that the vehicle was placed on the owner's land without the landowner's consent and that the landowner did not subsequently acquiesce in its presence, then the city shall not be authorized to assess costs of administration or removal of the nuisance vehicle against the property upon which the nuisance vehicle is located or otherwise attempt to collect the cost from the landowner.

C. Burden of proof. The city has the burden of proof in appeal hearings. The city must prove by a preponderance of evidence that a violation occurred and that the required corrective action, if applicable, conforms to the code.

D. Evidence and Testimony. The formal rules of evidence do not apply to hearings under this title. To avoid unnecessary delay and to promote efficiency of the hearing process, the hearing examiner shall limit testimony to that which is relevant to the matter being heard and shall admit all evidence, unless the hearing examiner finds the evidence is irrelevant, untimely, cumulative, or unduly repetitious. The hearing examiner may take official notice of judicially recognized facts and law including, but not limited to, city ordinances, resolutions, court cases, and in addition, may take notice of general technical or scientific facts accepted as such within the relevant scientific community.

E. Inspection of premises. The hearing examiner may inspect any vehicle, building, structure, land, personal property or premises involved in the appeal during the course of the hearing, provided that:

1. Notice of such inspection shall be given to the appellant before the inspection is made; and

2. The appellant is given an opportunity to be present during the inspection; and
3. The hearing examiner shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn there from; and
4. The appellant then shall have a right to rebut or explain the matters so stated by the hearing examiner.
5. Unless good cause is shown, the appellant's refusal to allow an inspection shall result in the dismissal of the appellant's appeal.

F. *Hearing Procedure.* The hearing examiner generally shall conduct the appeal hearing in the following order:

1. Preliminary motions;
2. *City's case in chief.* After each witness the appellant has the right to cross-examine;
3. *Appellant's case in chief.* After each witness the city has the right to cross-examine;
4. Presentation of rebuttal evidence by either party;
5. City's closing argument;
6. Appellant's closing argument; and
7. City's rebuttal argument.

G. *Record.* A record of the entire appeal hearing shall be made by the city by a video or tape recording.

H. *Continuances and open records.* The hearings examiner may continue a hearing or hold open the public record after the conclusion of the hearing. If the hearings examiner continues a hearing to a date, time and place certain, in the presence of the parties, no additional written notice of the continued hearing is required.

20.300.050 Decision of the hearing examiner.

A. *Final order.* The hearing examiner shall determine whether the city has established by a preponderance of evidence that a violation occurred and that the required corrective action

conforms to the requirements of the code. The hearing examiner shall affirm, vacate, or modify the city's decision regarding the alleged violation; the required corrective action with or without written conditions; deadlines for compliance; and shall impose monetary penalties in accordance with RMC [20.200.070](#).

B. *Modified corrective action.* The hearing examiner may approve alternative materials or methods for any corrective action, provided that the hearing examiner finds, in writing, that the design, use or operation thereof satisfactorily complies with the requirements of the code and that the method of work performed or operation is, for the purpose intended, at least equivalent to that prescribed by the code in quality, strength, effectiveness, fire resistance, durability and safety.

C. *Cost of appeal.* Upon motion of the city, the hearing examiner may assess the costs of an appeal hearing under this title, including, but not limited to, the hearing examiner's fees and reasonable costs of staff time, if the hearing examiner finds the appeal was frivolous. Any appellant who fails to appear at his or her appeal hearing, unless for good cause shown, shall be responsible for the appeal hearing costs.

D. *Decisions concerning nuisance vehicles.* If the hearing examiner determines that a vehicle is a nuisance vehicle, the hearing examiner shall direct the Ridgefield Police Department to dispose of the nuisance vehicle, or part thereof, under applicable law, and to give notice to the Washington State Patrol and the Washington Department of Licensing that the nuisance vehicle has been wrecked.

E. *Contents of final order.* Except as provided in RMC [20.300.050\(F\)](#), the hearing examiner shall issue a written final order that contains the following information:

1. The hearing examiner's decision; and
2. Findings of fact and conclusions of law supporting the decision; and
3. The required corrective action, if any; and
4. The date and time by which the corrective action, if any, must be completed; and
5. If corrective action is required, the date on which monetary penalties shall continue to accrue; and

6. To the extent the appellant does not prevail in the appeal, the past and future monetary penalties according to RMC [20.200.070](#); and
7. A statement itemizing the cost of the appeal hearing or hearing examiner or both, if applicable under RMC [20.300.050\(C\)](#); and
8. The date and time when the city may abate the unlawful condition if the required corrective action is not taken within the time provided in the final order and that the appellant will be responsible for the city's necessary and reasonable costs.

F. In respect to violations for non-cumulative penalties issued pursuant to RMC [20.200.040\(A\)](#), the hearing examiner shall affirm or dismiss the notice of civil penalty after the city and appellant present their respective cases by signing a standard form prescribed by the City Clerk. If the city prevails, the hearing examiner may impose the costs of the appeal, if the conditions of RMC [20.300.050\(C\)](#) apply, in addition of the monetary penalty imposed by the notice of civil penalty.

G. *Appeal of final order.* The decision of the hearing examiner shall be final unless appealed by the appellant or the city to a court of competent jurisdiction within twenty-one (21) days of the date of the city's service of the final order on the appellant as specified in RMC [20.300.050\(H\)](#).

H. *Notice of decision.* The hearing examiner shall mail the final order to the city within fourteen (14) calendar days after the close of the public record. The city shall serve the appellant with a copy of the final order as it would serve notice of the appeal hearing according to RMC [20.300.030\(A\)](#).

I. *Failure to appear.* If the appellant or the appellant's representative fails to appear at the scheduled hearing, the hearing examiner shall issue and send or transmit to the city a final order containing the following:

1. A determination that a violation occurred; and
2. An assessment of the appropriate monetary penalties according to the criteria in RMC [20.200.070](#); and
3. A statement itemizing the cost of the appeal hearing, as outlined in RMC [20.300.050\(C\)](#); and

4. A determination of the appropriate corrective action and that the appellant may be responsible for the city's necessary and reasonable costs.

20.300.060 Official record of proceedings.

Once the applicable city department or service area receives the hearing examiner's final notice and order, the city official shall compile an official record of proceedings that will include the following:

- a. The final order; and
- b. The video or tape recording of the appeal hearing and pre-hearing conference; and
- c. The official appeal file; and
- d. Any other documents or materials admitted into evidence at the appeal hearing.

20.300.070 Appeal to superior court.

After a party has exhausted administrative remedies under this title, the city or appellant may appeal the hearing examiner's final order to superior court under the procedures of the Land Use Petition Act, RCW [36.70C](#). In the event RCW [36.70C](#) does not apply, the city or appellant may appeal the hearing examiner's final order to superior court under the procedures of RCW [7.16](#).

Master Fee Schedule

Code Enforcement

RMC TITLE	FIRST VIOLATION	SECOND VIOLATION	SUBSEQUENT VIOLATIONS
RMC Chapter 8.04 – Debris Removal	\$250	\$500	\$1,000
RMC Chapter 8.12 – Garbage Collection	\$250	\$500	\$1,000
RMC Chapter 8.13 – Collection of Recyclable Materials	\$250	\$500	\$1,000
RMC Chapter 12.04 – Sidewalk Construction Maintenance Repair and Reconstruction	\$250	\$500	\$1,000
RMC Chapter 12.12 – Trees	\$250	\$500	\$1,000
RMC Chapter 12.15 – Street Excavations	\$250	\$500	\$1,000
RMC Chapter 13.15 – Sewer Service	\$250	\$500	\$1,000
RMC Chapter 13.20 – Water Service	\$250	\$500	\$1,000
RMC Chapter 13.50 – Meters	\$250	\$500	\$1,000
RMC Chapter 13.55 – Backflow Cross-Connection Regulations	\$250	\$500	\$1,000
RMC Chapter 13.80 – Illicit Discharge	\$500	\$1,000	\$2,000
RMC Title 14 – Buildings and Construction	\$250	\$500	\$1,000
RMC Title 15 – Abatement of Public Nuisances	\$250	\$500	\$1,000
RMC Title 18 – Development Code	\$250	\$500	\$1,000
RMC Chapter 18.755.080, Erosion Control	\$500	\$1,000	\$2,000
RMC Chapter 18.810.235 , Critical Areas	\$500	\$1,000	\$2,000
Violation of a stop work order	\$5,000	\$10,000	\$15,000
Any activity requiring land use or engineering approval without having obtained permits	\$5,000	\$10,000	\$15,000

Chapter 8.04 DEBRIS REMOVAL

8.04.010 Generally.

The Legislature of the state has enacted RCW 35.21.310. The city desires to avail itself of the provisions of this chapter. For several years the council has been aware of the problems caused by the accumulation of debris, weeds, shrubs, plants and other materials upon private property in the city. The council is aware that fires have started among these types of materials, that these types of materials not only destroy the beauty of the city, but have a direct relationship to the health, safety and welfare of the citizens of the city.

(Ord. 233 § 1, 1969).

8.04.020 Property maintenance responsibility.

The owner of any property in the city shall be responsible for the maintenance of his property, and shall prevent any trees, plants, shrubs or vegetation or parts thereof from overhanging or intruding upon or over any sidewalk or street, and shall prevent the same from growing thereon in such a manner as to obstruct or impair the free and full use of the sidewalk or street by the public.

(Ord. 233 § 2, 1969).

8.04.030 Debris removal required.

The owner of any property in the city shall remove or destroy all debris, grass, weeds, shrubs, bushes, trees or vegetation growing, or which has grown and died, which constitutes a fire hazard or a menace to public health, safety or welfare.

(Ord. 233 § 3, 1969).

8.04.040 Enforcement.

It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

Compliance failure—Notification.

~~In the event the owner of real property located in the city fails to discharge the duties set forth in Sections 8.04.020 and 8.04.030, the city council may by resolution provide for enforcement as herein set forth. Prior to adoption of the resolution by the council, the owner of the land shall be given a notice. This notice shall be delivered by registered or certified mail or personal delivery not less than five days prior to adoption of the resolution by the council. The notice shall describe the property involved and the hazardous condition, and shall require the owner to remove or destroy the hazardous or menacing condition which the council believes to exist. Notice may be given by the city clerk, the city marshal or deputy marshals, or by any other officer or employee of the city.~~

~~{Ord. 233 § 4, 1969}.~~

8.04.050 Notice—Hearing.

~~After receipt of notice the owner of the premises may appear at a meeting of the council, upon written request, and present to the council evidence relating to whether or not the premises are hazardous or menacing and any other matter relating to the question of whether or not the council should enforce the removal of the vegetation and debris in enforcement of this chapter.~~

~~At completion of the hearing, if any, the council may adopt a resolution providing for removal or destruction of the trees, plants, shrubs, or vegetation or parts thereof overhanging or intruding upon or over any sidewalk or street. Prior to the expiration of five days after adoption of the resolution the owner of the subject real estate shall remove and destroy the items concerning which notice was given. If no request is made for a hearing within five days after notice, the council may adopt a resolution compelling the owner of the subject real estate to remove or destroy the items concerning which notice was given.~~

~~{Ord. 233 § 5, 1969}.~~

8.04.060 Removal by city—Lien.

~~If such removal or destruction is not made by the owner after passage of the resolution as herein provided, the city may cause the removal or destruction thereof. In this event the cost to the city shall become a charge against the owner of the property and a lien against the property. Notice of the lien herein authorized shall as nearly as practicable be in substantially the same form, filed with the same office, within the same time and manner, and enforced and foreclosed as is provided by law for liens for labor and materials.~~

~~(Ord. 233 § 6, 1969).~~

Chapter 8.12 GARBAGE COLLECTION

8.12.010 Definitions.

The following words whenever used in this chapter shall have the meanings provided for in this section:

"Ashes" includes the solid waste products of coal, wood and other fuels used for heating and cooking, from all public and private establishments and from all residences;

"Bags" means plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty pounds per thirty gallons of capacity;

"Bulky waste" means cartons, boxes, crates, cans, appliances or other solid waste materials set out for collection and disposal as overflow to a customer's regular can, cart or other solid waste detachable collection service container;

"Can" means a receptacle with a maximum capacity of thirty-two gallons, constructed of plastic or metal, and having a tight fitting lid capable of preventing entrance into the container by vectors. The weight of a can and its contents shall not exceed seventy-five pounds;

"Cart" means a plastic receptacle on wheels with handles and tight fitting cover capable of being mechanically unloaded into collection vehicles operated by contractor in accordance with this chapter for disposition of yard waste. Cart shall not exceed sixty-five pounds per thirty-two gallons of nominal capacity;

"City" means the city of Ridgefield;

"City manager" means the Ridgefield official responsible for various duties including the administration of this chapter for the city;

"Contractor" means any person, firm or corporation licensed by the city to pick up, gather and collect solid waste and refuse;

"Commercial" means all classes of service other than those provided to residences;

"Compacted solid waste" means solid waste that has been subject to prior consolidation and compaction such that its density exceeds one hundred fifty pounds per cubic yard prior to tender for pickup by contractor.

"Container" means a receptacle with a capacity of between one cubic yard and eight cubic yards, constructed of material suitable to the city, having lids of either metal or plastic capable of preventing entrance into the container by vectors;

"County" means Clark County, Washington;

"Curbside" refers to the ten-foot portion of right-of-way adjacent to provide or traveled city roadways (including alleys). Curbside collection shall be made at the street side or alley side at the contractor's sole discretion;

"Customers" includes all residential and commercial customers within the municipal boundaries of the city for which the service herein stated is rendered;

"Disposal site" means the Finley Buttes Landfill (through the Columbia Resource Company transfer system) or, in the alternative, the location where any final treatment, utilization, processing or deposit of recyclable materials and/or solid waste occurs. A solid waste disposal site (includes but is not limited to a sanitary landfill,

transfer station, and waste processing/separation facilities) duly licensed, permitted or approved by all appropriate governmental bodies;

"Drop box" means a receptacle with a capacity of between nineteen cubic yards and fifty cubic yards, which may or may not have lids. Drop boxes must be physically removed from a customer's premises for disposal and returned to the customer's premises for further use;

"Extra material" means material set out in addition to the customer's subscribed service level;

"Franchise fee" means a fee levied on the contractor by the city;

"Hazardous waste" means hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 69.01-69.87, as amended, or rules and regulations thereunder, or identified or defined as "extremely hazardous wastes" or as "dangerous wastes" under chapters 70.105 or 70.105A RCW, or special wastes as defined in WAC 173-303, or rules and regulations thereunder or as identified or defined as hazardous, toxic or endangerous by Oregon state statutes or regulations;

"Health officer" means the city or county health officer, as defined in RCW Sections 70.04.030, 70.06.020 and 70.04.020 or their authorized representatives;

"Helico service" means a carry-out collection service provided at curbside rate to handicapped, elderly or low-income residents who are physically unable to move a can, cart or container to the curb and such residents are eligible to receive USDA Food Stamps in accordance with state or federal laws;

"Jurisdictional Health Department" means the Southwest Washington Health District or its successor;

"Landfill" means a disposal facility or part of a facility at which solid waste is placed in or on land;

"Loose waste" means solid waste that has not been subject to prior consolidation and compaction such that its volume density is one hundred fifty pounds per cubic yard prior to tender for pickup by contractor. Loose material dumped into the contractor's packer truck vehicle will be subject to the rates for non-compacted material even though the material may be subject to subsequent compaction in contractor's vehicle.

"Multiple family residence" means any structure, housing two or more dwelling units that has consolidated collection services and billing.

"Person" means every person, firm, partnership, association, institutions and corporation. The term also means the occupant and/or the owner of the premises for which service herein mentioned is rendered;

"Recyclable materials" means those solid wastes that are separated for recycling or reuse such as papers, metals and glass and are identified as recyclable material in the Clark County Comprehensive Solid Waste Plan;

"Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration;

"Recycling facility" means a facility which separates, transforms or manufactures recyclable material, received from the public or other third-party solid waste generators into usable or marketable materials for refuse or resale rather than disposal by landfilling or incineration;

"Refuse" includes solid waste, rubbish, ashes, swill and all other putrescible and non-putrescible wastes except sewage, from all public and private establishments and residences;

"Residence" means any house, dwelling, multi-unit residence, apartment house, trailer court or any building housing an individual or individuals and their immediately related families;

"Residential unit" means a single-family dwelling unit, including duplex, triplex and quadriplex housing units with individual collection and billing;

"Rubbish" includes all nonputrescible wastes, except ashes from all public and private establishments and residences;

"Solid waste" shall be defined by RCW 70.95.030 and WAC 173-304-100(73) or ORS 459.005, and shall not include sludge from wastewater treatment plants, septage from septic tanks, extremely hazardous waste, dangerous waste, special waste and problem wastes as defined in WAC 173-303, 304 and RCW 70.105 and 70.105A;

"Source separation" means the separation of different kinds of solid waste at the place where the waste originates;

"Swill" means and includes every refuse accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetable, except coffee grounds;

"Unacceptable wastes" are those items and/or components of the solid wastestream not meeting the definition of "solid waste" above, or those classified as hazardous or otherwise non-conforming wastes under the state and/or federal law and/or this chapter;

"Yard debris" means compostable organic material including leaves, grass, branches, brush, flowers, weeds, tree wood waste and other biodegradable waste that may be designated by the city manager, which is intended for recycling or refuse. Yard debris includes limbs and branches not to exceed four inches in diameter or four feet in length. Yard debris does not include animal waste, rocks, dirt, plastic or plastic bags or construction debris, fruits and vegetables and significant amounts of sod, demolition debris such as concrete, wall board, lumber or roofing material, except incidental amounts.

(Ord. 785 § 1, 2001: Ord. 782 § 1 2001: Ord. 335 § 1, 1975; Ord. 260 § 1, 1971).

8.12.020 Universal compulsory solid waste collection.

The city of Ridgefield establishes a system of universal compulsory solid waste collection. Accordingly, every owner or tenant of a commercial building and every person in possession, charge or control of any house, dwelling, multi-unit residence, apartment house, trailer court, houseboat or any building put to residential use shall be charged for solid waste collection service at a minimum rate specified by resolution of city council, whether such person uses such service or not; and in case such person chooses not to actually use such service, he shall be charged for the service of checking to see whether he or she has solid waste to be collected, except as it is provided in Section 8.12.090(E) for "Ridgefield Special Service."

- A. It is the duty of every person in possession, charge or in control of any house dwelling, rooming house, multi-unit residence, apartment house, trailer court or houseboat to keep, or cause to be kept, an individual garbage can for each dwelling or unit therein. Such garbage can shall be of galvanized sheet metal or plastic or of some other material found by the superintendent to be equally good, tapered in shape and easily cleanable, fitted with a tight fitting metal or plastic cover, and with at least one handle. The maximum capacity of each can shall be thirty-two gallons, and the total weight of any one can as filled shall not be permitted to exceed seventy-five pounds; provided, in lieu of or in addition to garbage cans, apartment houses, trailer courts and houseboats may use large containers, as hereinafter specified. Any can exceeding the above size and/or weight restrictions or designed to be permanently below ground (sunken can) shall be subject to an additional charge to be included in the schedule of charges (cans).
- B. The person in control of such dwelling or rooming house, apartment house, trailer court or houseboat shall deposit or cause to be deposited in the cans or containers all refuse or solid waste accumulating on the premises. When refuse is placed in any of the cans, the lid shall be properly replaced. Each can shall be kept clean inside and out to reduce odors. Unless the customer has applied with contractor for carry-out service or drive-in service (as such terms are defined in this chapter), he or she, on each regular collection day, shall place the can or cans within ten feet of the curb or edge of the street

abutting the property. Whenever alleys exist, cans shall be placed so that service can be from ten feet of the edge of such alley. When the customer has arranged to be on carryout service, or drive-in service he or she, on each collection day, shall place the cans in the locations set forth in Sections 8.12.090(B) and 8.12.090(C), respectively. Persons on Ridgefield special service customers shall contact the contractor the day prior to service to schedule a pickup and shall place the bags/cans at the curb whenever pickup has been requested.

- C. It is the duty of every person in possession, charge or control of any shop, place of business or manufacturing establishment wherein solid waste or refuse is created or accumulated to keep or cause to be kept in a place accessible to the contractor either a sufficient number of garbage cans such as are required for residential users, and subject to the same conditions, or may use larger containers or containers suitable for mechanical handling for such refuse, subject to the following requirements: all such containers shall be metal or of other materials found by the city manager to be equally good for such purpose, easily cleanable and insect and rodent proof. If the containers are to be used for wet waste of any kind, they shall be watertight and have metal or plastic lids. The contractor shall furnish such a large container to any customer who orders one for service upon the rates specified in this chapter. All such containers shall be kept clean inside and out to reduce odors. If a customer requests a clean container to be supplied by contractor, or if contractor must clean and sanitize customer's container prior to further use, the customer shall pay for such service at the rate specified in the schedule of charge (container) adopted by resolution of the city council, as amended from time to time.

(Ord. 782 § 2, 2001: Ord. 550 § 1, 1990).

8.12.030 Frequency of collection.

The contractor shall collect solid waste from every residential and commercial user once per week or every two weeks or monthly as agreed between the customer and the contractor. Additional pickups per week shall be on a special pickup basis due to health, safety or emergency concerns, and the customer shall be charged at the rates specified under special pickup on the schedule of charges. The contractor shall collect solid waste from all users as required to keep premises free of any nuisance or violation of any ordinance. Collections in residential zones shall be made between seven a.m. and five p.m. Collection in commercial and business zones may be made at other reasonable times as requested by customers. Hours may be extended with approval of the city manager or designee.

(Ord. 782 § 3, 2001: Ord. 550 § 2, 1990).

8.12.040 Rates.

Rates and charges for service rendered by a collection contractor under this chapter shall be adopted and amended from time to time by resolution of the city council of the city of Ridgefield.

(Ord. 550 § 3, 1990).

8.12.050 Collection contract.

The city of Ridgefield shall let a contract or contracts to provide for the collection of all solid waste or refuse within the city. The details of such a contract or contracts shall be agreed upon after negotiations and council's action thereon shall be final. Such negotiations may be preceded by a call for bids or proposals as city council may direct. Such contract shall obligate the contractor to pick up solid waste in the city in accordance with this chapter, and shall provide for the contractor to be paid a sum in accordance with this chapter, which will adequately

compensate the contractor for its services out of fees for collection to be set by resolution of the city council. The contractor, within ninety days after having entered into the contract, and/or as may be agreed to in contract between the parties, shall furnish a corporate surety bond to the city, in such sum as may be determined proper in negotiations, conditioned upon the faithful performance of its contract and compliance with all rules, regulations and laws relating to such collection and to proper disposal of solid wastes collected or in lieu thereof a cash bond or other financial assurance satisfactory to the city council. The contract also shall require the contractor to use an appropriate and properly approved landfill, or other site or facility, for disposal of solid wastes collected, or to use some other satisfactory and lawful means of disposal, and the contract shall not be awarded to any party unless it either owns such a site or other means for disposal or has made satisfactory arrangements to use such satisfactory landfill or other facility for the term of the contract.

(Ord. 782 § 4, 2001: Ord. 550 § 4, 1990).

8.12.055 Franchise fee.

The contractor shall pay the city an annual franchise fee of ten percent of the rates collected from customers within the city of Ridgefield, payable on a monthly basis. The rates collected shall be calculated by establishing the gross revenues and exclude the "roll off disposal charges" by contractor.

(Ord. 782 § 5, 2001).

8.12.060 Depository of solid waste.

The contractor shall dispose of materials collected under this chapter only by delivery of all solid waste to an approved disposal system unless prior written approval for delivery to another location is granted by the city manager or designee. Unaccepted materials such as hazardous or infectious waste may be rejected by any disposal system transfer station operator and shall be returned to the generator by the contractor, if possible, or lawfully disposed of at another properly permitted location if not accepted for disposal by the disposal system contractor. The contractor shall make special arrangements with the customer and the transfer station for loads with special handling requirements such as excessively dusty or oversized materials. Nothing in this chapter shall prevent the contractor from selling or recycling any solid waste collected so long as he does not violate any health department rule or any city ordinances or county or state law.

(Ord. 782 § 6, 2001: Ord. 550 § 5, 1990).

8.12.070 Assignment of contract.

Every such contract for solid waste collection also shall contain a provision that such contract may not be assigned by the contractor, or his responsibilities thereunder transferred, except with the prior consent of the city council. Such contracts shall be for such term as the city council shall find is in the best public interest and may contain provisions, upon proper standards, for adjustments in service rates. Such contracts shall contain suitable provisions permitting the forfeiture of the contract for nonperformance or violation of such contract by the collector.

(Ord. 782 § 7, 2001: Ord. 550 § 6, 1990).

8.12.080 Enforcement.

The schedule of charges for solid waste services shall be as set forth in a resolution and as such resolution may be amended from time to time by the city council. Such service charges shall use the negotiated price to be

paid the contractor by the city as a base, and the schedule of charges shall be sufficient to pay the contractor and to pay the costs of administering and enforcing this chapter and improving service thereunder.

All charges for the services to be rendered shall be payable to the contractor and if not paid on or before fifteen days from date of bill, such charge shall be delinquent. A delinquency charge to cover extra costs of collection shall be added to all accounts which have been delinquent for sixty days or over in an amount set forth in the schedule of charges (other). Service may be suspended for nonpayment of such accounts. Such suspension shall not relieve the person owing such amount from the duty of complying with the provisions of this chapter. Suspension shall render the premises where such services are suspended subject to condemnation for sanitary reasons. Upon failure to pay such charges, and upon delinquency, the amount thereof shall become a lien against the property for which the solid waste collection services are rendered, and such lien shall be made effective by filing notice thereof specifying the charges, the period covered by the charges, and giving a description of the premises for which the service was rendered. Such lien shall be filed with the same official and within the time and shall be foreclosed within the time and manner prescribed by law for filing and foreclosing liens for labor and materials. Such liens shall include attorney fees and court costs as allowable by state law. Furthermore, such lien shall be prior to any and all other liens and encumbrances filed subsequent to the filing of such other lien but shall be subject to all general taxes and local improvement assessments, whether levied prior or subsequent thereto.

(Ord. 782 § 8, 2001: Ord. 550 § 7, 1990).

8.12.090 Residential collection service.

- A. "Curb service" entitles the customer to have one or more cans picked up once each week within zero to ten feet of the curb or street edge of his or her property, or within zero to ten feet of an alley, if one is available. The contractor reserves the right to determine if a customer should be serviced from an alley or street edge. Any customer on curb service may leave at the curb, street edge or alley, an extra can or cans, bags or bundled materials (in addition to his/her regular service). Such extra can(s), bags or bundled materials, not exceeding seventy-five pounds for each item, shall then be picked up, along with the first can, for an additional charge listed in the schedule of charges (cans).
- B. A residential customer who desires to have his or her solid waste carried out by the contractor from a place on his or her property other than the curb or street may arrange to have "carry-out service." Any customer on carry-out service may leave one or more garbage cans at any reasonably accessible place on his or her property and shall be charged accordingly based on the distance increment charges set forth in the schedule of charges, so long as it does not require the contractor's employees to enter a building or go behind a gate. Any customer on "carry-out service" may contact the contractor to have extra cans or boxes, bagged or bundled materials not exceeding seventy-five pounds each, carried out along with the regular can service. The customer shall pay an additional charge as listed in the schedule of charges (cans).
- C. A residential customer desiring contractor to drive in on a private road or driveway in excess of one hundred twenty-five feet to pick up customer's solid waste may apply with contractor for "drive-in service" and shall be charged an additional monthly charge listed in schedule of charges (residential). Any customer on "drive-in service" may contact the contractor to have extra cans or boxes, bagged or bundled materials, not exceeding seventy-five pounds each, carried out along with the first can for an additional charge listed in the schedule of charges (cans).
- D. Any residential customer whose cans are located below ground level (sunken) shall be subject to the additional monthly fee listed in the schedule of charges. Any customer on any of the above services whose cans exceed weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule of charges.
- E. Any residential customer who is sixty years of age or older or who are eligible to receive USDA food stamps by virtue of low income or are handicapped and unable to physically move a can, cart or container to the

curb will be provided "carry-out collection service" under the Helico Service system. Proof of qualifying for said Helico Service shall be provided to the contractor by the applicable resident.

- F. Any residential customer on any of the above types of service may call the contractor for a "special pick-up," and the contractor shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the time the contractor is notified by the customer of the request for a special pick-up at the rate specified in the schedule of charges (can).
- G. In case of any dispute as to where customers on curb service are to place such cans, the decision of the city manager or designee after consultation with the Contractor shall be final.

(Ord. 782 § 9, 2001: Ord. 550 § 8, 1990).

8.12.100 Commercial collection service.

- A. "Curb service" entitles the customer to have cans picked up once each week within zero to ten feet of the curb or street edge of his property, or within zero to ten feet of an alley, if one is available.
- B. "Carryout service" for commercial customers will entitle the customer to have one or more garbage cans picked up and carried out by the contractor from any accessible place on his or her property so long as it does not require the contractor's employees to enter a building or go behind a gate. Charges for carryout service are set forth in the schedule of charges (cans).
- C. A customer desiring the collector to drive in on a private road or driveway in excess of one hundred twenty-five feet to pick up customer's solid waste may apply with contractor for "drive-in service" and shall be charged an additional monthly charge listed in schedule of charges (cans).
- D. Any commercial customer whose cans are located below ground level (sunken) shall be subject to an additional monthly fee listed in the schedule of charges (cans).

Any customers whose cans exceed weight limits prescribed in the above description of services shall be subject to an additional fee listed in the schedule commercial customer on any of the above types of charges (cans).

- E. Any commercial customer on carryout service, drive-in service or curb service, may place extra cans (in addition to their regular service), bags or bundled materials to be picked up for an additional charge listed on the schedule of charges (cans).
- F. Any of service may call the contractor for a special pick-up and the contractor shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the time the contractor is notified by the customer of the request for a special pick-up and customer shall be charged at a rate specified in the schedule of charges (cans).

(Ord. 782 § 10, 2001: Ord. 550 § 9, 1990).

8.12.110 Commercial container service.

- A. Under "commercial container service," a customer can buy, lease or contact the contractor to install a container meeting the requirements of this chapter, placed at a central location on his or her premises. If a can service is already in effect, such can service shall automatically be discontinued upon placement of a commercial container. Containers range in size from one cubic yard to eight cubic yards in capacity. The contractor shall pick up the container once per week. Customers who request that a container be placed on their premises shall be charged a one time placement of the container, as set forth in the schedule of charges (container).

-
- B. If a container must be moved more than fifteen feet in order to reach the contractor's collection vehicle, the customer shall be assessed a roll-out charge as set forth in the schedule of charges (container).
 - C. Containers should not be overfilled. They shall not be loaded so heavily that the contractor cannot easily move them. Containers shall be placed on hard, flat and level surfaces. Lids should close properly when the container is full. Should the container be overfilled by the customer, there shall be an additional charge as set forth in the schedule of charges (container).
 - D. Additional solid waste placed next to the container shall be subject to an additional charge as specified in the schedule of charges (container).
 - E. Customers who have secured containers so as to prevent public access shall remove all such security devices on pick-up day. Should the customer want the contractor to unlock the container, the customer must provide a key or combination to the contractor. The contractor shall not be held responsible to empty any locked container when no key or combination has been provided, and the contractor shall not be held responsible for any lost lock or key.
 - F. Any container customer may call the contractor for a special pick-up, and the contractor shall respond as soon as possible and, in any event, not to exceed forty-eight hours from the time contractor is notified by customer of the request for a special pick-up at a rate specified in the schedule of charges (container).
 - G. When any customer requests that contractor clean and sanitize the customer's container, or if contractor must clean and sanitize customer's container prior to further use, the customer shall be assessed a clean and sanitize charge when exchanging or removing the container at the rate set forth on the schedule of charges (container).

(Ord. 782 § 11, 2001: Ord. 550 § 10, 1990).

8.12.120 Drop box service.

- A. Under "drop box service," a customer can buy or lease or use a drop box which the contractor supplies, meeting the requirements of this chapter, at a location on the customer's premises where it is easily and safely serviced. Drop boxes consist of sizes ranging from ten cubic yards to fifty cubic yards and may or may not have lids and may or may not be of a compaction type. In order to render service, a drop box must be physically removed from a customer's premises, its contents disposed of, and it then must be physically returned to the customer's premises. The customer has the option of scheduling regular service or arranging for service on an on-call type basis. Disposal charges for drop boxes are based upon cubic yardage and/or weight. There is also a daily or monthly rental fee for those customers using a drop box supplied by the contractor. A drop box supplied by the contractor must be emptied a minimum of one time per month. Drop boxes must be loaded evenly and the contractor may limit the amount of debris to be placed in any drop box. The customer must latch the door on the drop box and the material disposed of in the drop box should be no higher or wider than the top of the drop box.
- B. As drop box disposal charges are based upon yardage or weight, the cost of disposal is not fixed, as are the various other charges (rendering services, rental fee, lid charges). The actual disposal charge of the materials disposed of by the customer shall be "passed through" directly to the customer, and there shall be added thereto a sum equal to the state taxes imposed at RCW 82.18.020, currently 3.6 percent. The contractor shall charge according to a schedule to be on file with the city and such schedule and records thereof shall be available for city and public inspection.
- C. Customers who request drop box service and have not had drop box service in the past may (by mutual agreement between the city and the contractor) be required to pay, at contractor's place of business, a deposit for service until creditworthiness is established. The deposit shall consist of the total of (1) a placement fee, (2) one month rental fee, (3) a trucking fee, all determined consistent with the schedule of

charges (drop box), and (4) an estimated disposal charge according to a schedule to be established and filed with the city.

- D. Drop box service has several conditions which the customer must follow in order for the contractor to render service safely and transport the drop box legally on city and county roads. A list of these conditions shall be provided to each customer on the initial placement of the drop box. The contractor shall not be required to transport any drop box that violates any of the conditions. Should the contractor receive an overweight fine for transporting an overweight drop box, the contractor shall pass through that amount to the customer for whom the drop box is transported. Customers who request drop box service but have violated conditions of drop box usage shall, upon the contractor's arrival, be subject to a trip charge listed in the schedule of charges (drop box) to cover the contractor's costs in the attempt to provide service.
- E. Any customer that requests to use a drop box supplied by the contractor shall be assessed a one time placement fee listed in the schedule of charges (drop box) to cover the contractor's costs in the initial drop box placement at the customer's premises. A placement fee will be assessed against those customers consistently using drop box service only if the drop box is removed and no replacement is left by the contractor.
- F. When a customer requests service on a drop box on his premises, the customer shall be responsible to guarantee access to that drop box by the contractor. Should the contractor arrive and access to the box be denied it for any reason, it will be the responsibility of the customer to obtain access for the contractor. If access is denied, the contractor shall be paid the trip charge listed in the schedule of charges. If access is not denied but is delayed, the contractor shall be paid for time spent waiting for access, at a rate listed in the schedule of charges (drop box).
- G. The contractor shall make available drop boxes with lids to customers that request them. The contractor shall have the option to determine if a drop box with a lid is feasible for the customer or not. Those customers who request a drop box with a lid shall be assessed an additional lid charge for the use of this type of drop box, as set forth in the schedule of charges (drop box).
- H. Certain drop box customers may need their drop boxes serviced at times when the contractor employees are not readily available. Should a customer require this type of service, the contractor shall make available to the customer the option of "after hours call-in service." The customer will be able to contact a person qualified to make operational decisions after hours in order to secure service. The contractor shall supply the service requested by the customer within a reasonable length of time at a fee reflected in the schedule of charges (drop box). This fee is in addition to the regular drop box fees and disposal charges.
- I. Customers can request that a drop box be moved from one location to another without its contents being emptied. When this service is performed, the contractor shall be compensated at a rate within the schedule of charges (drop box).
- J. If a customer disposes of materials that do not easily empty from the box, or disposes of materials that leave a residue in the box that must be removed before that box can be used by another customer, or requests or requires that a particular drop box be cleansed and/or sanitized by the contractor, he then shall be charged therefor according to the fee set forth in the schedule of charges (drop box).

(Ord. 782 § 12, 2001; Ord. 550 § 11, 1990).

8.12.130 Extraordinary items of solid waste.

Discarded appliances, furniture and tires shall be picked up on regular collection schedules, if possible, and shall be placed by the customer so that the collection vehicle can be driven within ten feet of the objects. Such collection shall be at an additional fee as listed in the schedule of charges (other). If such items are to be collected

on a special pick up, the customer shall have the items available within ten feet of any curb, street, edge or alley. Customers shall notify contractor in advance of this special service.

(Ord. 550 § 12, 1990).

8.12.140 Extra garbage.

The volume of extra garbage which is placed for collection not in a can, container or drop box will be determined by the contractor's driver on a per equivalent can basis if less than one yard total or on a per yard basis if one yard or more.

(Ord. 782 § 13, 2001: Ord. 550 § 13, 1990).

8.12.150 Compliance required.

Every person shall dispose of all garbage, refuse, rubbish and swill promptly according to the terms of this chapter.

~~Failure to comply with the terms of this chapter shall be a misdemeanor.~~ It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

(Ord. 335 § 2, 1975: Ord. 260 § 15, 1971).

8.12.160 Rules and regulations.

The city manager or his designate may adopt all rules and regulations consistent with this chapter after consultation with the contractor, which are reasonably necessary for administration and enforcement thereof. Such rules shall be in writing and kept available for public inspection.

(Ord. 782 § 14, 2001: Ord. 550 § 14, 1990).

Chapter 8.13 COLLECTION OF RECYCLABLE MATERIALS

8.13.010 Definitions.

As used in this chapter, unless the context indicates otherwise, the words in quotations shall have the following meanings:

"City" means the city of Ridgefield.

"Disposal site" means the location where any final treatment utilization processing or deposit of solid waste occurs.

"Hazardous waste" means any waste, material or substance that is not excluded from regulation as hazardous waste or dangerous waste by application of hazardous waste or dangerous waste regulations adopted by the United State Environmental Protection Agency, the Washington State Department of Ecology or the Oregon State Department of Environmental Quality and that now or hereafter:

1. Is required to be dealt with as hazardous waste under regulations promulgated by United States Environmental Protection Agency at 40 CFR part 261;
2. Contains a radioactive material, the storage or disposal of which is regulated by state or federal law or regulation; or
3. Is designated a dangerous waste or extremely hazardous waste by regulations adopted pursuant to RCW Chapter 70.104 or Oregon law.

Certain waste that is not as of the effective date of the ordinance codified in this chapter within one of the subsections (1) through (3) above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a hazardous waste as defined herein. Accordingly, any waste, material or substance shall be deemed hazardous waste only so long as and to the extent that it is included in at least one of the subsections (1) through (3) above.

"Jurisdictional health department" means the Southwest Washington Health District.

"Landfill" means a disposable facility or part of a facility at which solid waste is placed in or on land which is not a land treatment facility.

"Multiple-family residence" means any structure, housing or two or more dwelling units.

"Recyclable materials" means those solid wastes that are separated for recycling or reuse such as papers, metals and glass and are identified as recyclable material in the Clark County comprehensive solid waste plan.

"Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration.

"Recycling facility" means a facility which separates, transforms or manufactures solid waste received from the public or other third party solid waste generators into usable or marketable materials for reuse or resale rather than disposal by landfilling or incineration.

"Residence" means the regular dwelling place of an individual or individuals and their immediately related families.

"Solid waste" shall be defined by RCW 70.95.030 and WAC 173-304-100(73) or ORS 459.005, and shall not include sludge from wastewater treatment plants, septage from septic tanks, extremely hazardous waste, dangerous waste, special waste and problem wastes as defined in WAC 173-303, 304 and RCW 70.105 and 70.105A;

"Source separation" means the separation of different kinds of solid waste at the place where the waste originates.

"Yard debris" means compostable organic material including leaves, grass, branches, brush, flowers, weeds, tree wood waste and other biodegradable waste that may be designated by the city manager, which is intended for recycling or reuse. Yard debris includes limbs and branches not to exceed four inches in diameter or four feet in length. Yard debris does not include animal waste, rocks, dirt, plastic or plastic bags or construction debris, fruits, and vegetables and significant amounts of sod, demolition debris such as concrete, wall board, lumber or roofing material, except incidental amounts.

(Ord. 783 § 1, 2001: Ord. 677 § 1, 1995).

8.13.020 Optional collection of recyclable materials.

The city establishes a system of collection of residential recyclable materials and yard debris which are optional to every owner or tenant residing within the city. Accordingly, every owner or tenant of a residential building who generates recyclable materials and yard debris and who subscribes to a pick-up service shall be charged for the collection service of recyclable materials and yard debris at the rate specified within this chapter.

The person in control of a dwelling, rooming house, apartment house, trailer court, houseboat or commercial property shall deposit or cause to be deposited in the containers provided by contractor all recyclable materials accumulated on the premises and to place said containers at curbside for pick up by contractor. The customer shall separate recyclable materials and yard debris from other solid wastes at the source of creation of the waste.

(Ord. 783 § 2, 2001: Ord. 677 § 2, 1995).

8.13.030 Collection contract.

The city shall let a contract or contracts to provide for the exclusive collection of all recyclable materials and yard debris within the city. The details of such a contract or contracts shall be agreed upon after negotiation and council's action thereon shall be final. Such negotiations may be preceded by a call for bid or proposals as the city council may direct. Such contract shall obligate the contractor to pick up recyclable materials and yard debris within the city in accordance with this chapter and provide for the contractor to be paid a sum in accordance with this chapter which will adequately compensate the contractor for its services out of fees for collection to be set by this chapter.

The contractor, within ninety days after having entered into the contract and/or as may be agreed to in contract between the parties, shall furnish a corporate surety bond to the city in such sum as may be determined proper in negotiations, conditioned upon the faithful performance of its contract in compliance with all rules, regulations and laws relating to such collection and to proper disposal of recyclable materials and yard debris in accordance with the laws of the state of Washington, or in lieu thereof a cash bond or other financial assurance satisfactory to the city council. The contract shall also require the contractor to use the appropriate recycling facility as designated by the city for disposal of recyclable materials and yard debris.

(Ord. 783 § 3, 2001: Ord. 677 § 3, 1995).

8.13.040 Depository of recyclable materials.

The contractor of recyclable material and yard debris shall dispose of said materials collected under this chapter only by deposit with an appropriate recycling facility as designated by the city. Recyclable materials and yard debris collected under this chapter shall not be deposited in a sanitary landfill nor shall they be deposited at any other location except as provided herein.

(Ord. 783 § 4, 2001: Ord. 677 § 4, 1995).

8.13.050 Rates.

Rates and charges for services rendered by contractor under this chapter shall be as set forth in a resolution adopted by city council for each customer which elects to take advantage of the subscription for collection of recyclable materials and yard debris. This rate may be changed from time to time by resolution of the city council.

(Ord. 783 § 5, 2001: Ord. 677 § 5, 1995).

8.13.060 Assignment of contract.

Every such contract for recyclable and yard debris collection shall also contain a provision that such contract may not be assigned by the contractor or his responsibilities hereunder transferred except with the prior consent of city council which consent shall not be unreasonably withheld. Such contract shall be for such term as the city council shall find is in the best interests of the citizens of the city. Such contract shall contain suitable provisions permitting the forfeiture of the contract for nonperformance or violation of such contract by the contractor.

(Ord. 783 § 6, 2001: Ord. 677 § 6, 1995).

8.13.070 Enforcement ~~and lien.~~

~~All charges for services to be rendered by contractor under this chapter and any related contract shall be payable to the contractor and if not paid on or before fifteen days from the date of the receipt of the bill, such charge shall be deemed delinquent. A delinquency charge to cover extra costs of collection shall be added to all accounts which have been delinquent for sixty days or over in an amount established by the contractor. Service may be suspended for nonpayment of such accounts. Such suspension shall not relieve the person owing such amount from the duty of complying with the provisions of this chapter. Suspension shall render the premises where such services are suspended subject to legal penalties, including condemnation for sanitary reasons.~~

~~Upon failure to pay such charges and upon delinquency and in accordance with RCW 35.21.130, the amount of the delinquency shall become a lien against the property for which the collection of recyclable materials service is rendered and such lien shall be made effective by filing a notice thereof specifying the charges, the period covered by the charges and giving a description of the premises for which the service was rendered. Such lien shall be filed with the Clark County auditor and shall be filed and foreclosed within the time and manner prescribed by law for filing and foreclosing liens for labor and materials. Such lien shall include attorney's fees and court costs as allowable by state law. Furthermore, such liens shall be prior to any and all other liens and encumbrances filed subsequent to the filing of such other lien but shall be subject to all general taxes and local improvement assessments whether levied prior or subsequent thereto.~~

It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

(Ord. 783 § 7, 2001; Ord. 677 § 7, 1995).

8.13.080 Frequency of collection.

The contractor shall collect said recyclable materials and yard debris from every subscriber once per week. The contractor shall collect said yard debris from every subscriber on a frequency mutually agreeable between subscriber and contractor. The contractor shall collect recyclable materials and yard debris from all users as required to keep premises free of any nuisance or violation of any ordinance. Collections in residential zones shall be made between seven a.m. and five p.m. Collection in commercial and business zones may be made at other reasonable times as requested by customers.

(Ord. 783 § 8, 2001; Ord. 677 § 8, 1995).

8.13.090 Collection service.

Collection service shall entitle the customer to have not less than three separate bins or such other system of disposition as the contractor may direct picked up once each week at a location within zero to ten feet of the curb or street edge of his or her property or within zero to ten feet of an alley if one is available. Recyclables such as motor oil which are not included within bins shall be placed in a separate container supplied by the customer. The collection service or contractor shall provide such containers as may be necessary to collect all recyclable materials or yard debris from the customer. The contractor shall maintain ownership of all bins or other containers made available to customers and, upon termination of services by the customer, shall be allowed to retrieve their respective containers. Contractor will be allowed to assess a reasonable replacement cost for containers that are not returned.

(Ord. 783 § 9, 2001: Ord. 677 § 9, 1995).

8.13.100 Adoption of rules and regulations.

The city manager or his designate may adopt all rules and regulations consistent with this chapter after consultation with the contractor which are reasonably necessary for the administration and enforcement thereof. Such rules shall be in writing and kept available for public inspection.

(Ord. 783 § 10, 2001: Ord. 677 § 10, 1995).

Chapter 8.20 JUNK VEHICLES AND AUTOMOBILE HULKS¹

8.20.010 Purpose and intent.

The purpose and intent of this chapter is to provide for and implement the greatest powers possible for facilitating the removal of junk vehicles, parts thereof, and automobile hulks from public and private property as authorized in accordance with any amendments that may hereafter be made.

(Ord. 866 § 1 (part), 2005).

8.20.020 Definitions.

The following words and terms used in this chapter shall have the following meanings except where otherwise defined in this chapter, and unless where used the context thereof clearly indicates to the contrary:

"Automobile hulk" means an automobile hulk, whether abandoned or not and further as defined in RCW 46.79.010(2) as now enacted or hereafter amended.

"Junk vehicle" means a junk vehicle as defined in RCW 46.55.010(5) as now enacted or hereafter amended.

"Landowner" means a landowner as now defined in RCW 46.55.230(7) as now enacted or hereafter amended.

(Ord. 866 § 1 (part), 2005).

(Ord. No. 1406, § 2(Exh. A), 7-13-2023)

8.20.030 Nuisance.

The storing or keeping of junk vehicles, parts thereof, or automobile hulks on public or private property is declared to be a public nuisance, except as provided for in Section 8.20.060 of this chapter. Such public nuisance may be abated as provided for in Sections 8.20.040 and 8.20.050 of this chapter.

(Ord. 866 § 1 (part), 2005).

8.20.040 Summary removal procedures.

A. —The community development director or designee of the Ridgefield community development department or the chief of police or designee of the Ridgefield police department as appropriate are identified as the administrative authority for the implementation and enforcement of the regulations contained in this chapter and are empowered to inspect and investigate complaints about the storing or keeping of junk vehicles, parts thereof, and automobile hulks on public and private property. Upon discovery of an alleged junk vehicle, parts thereof, or automobile hulk, the administrative authority may contact the landowner of the property where the junk vehicle, parts thereof, or automobile hulk is located, and determine if the

¹—Prior ordinance history: Ord. 510.

landowner claims any ownership interest in or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk. If the landowner claims no ownership interest or bailment responsibility, the administrative authority shall request the landowner to execute a statement to that effect under penalty of perjury.

- B. — If the landowner claims an ownership interest or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk located on his or her property, and the landowner does not, within fifteen calendar days after notification by the administrative authority, voluntarily abate the nuisance either by removing it from the property or enclosing it as provided for in Section 8.20.060(A), the administrative authority may proceed to deal with the junk vehicle, parts thereof, or automobile hulk as provided for in Section 8.20.050 of this chapter.
- C. — Upon execution by the landowner of the statement of no ownership interest in or bailment responsibility for the junk vehicle, parts thereof, or automobile hulk, the administrative authority shall cause a junk vehicle notification form to be mailed to the vehicle's registered legal owner of record by certified mail, return receipt requested. Additionally, this notification shall inform the owner of the city's intent to dispose of the junk vehicle, parts thereof, or automobile hulk. If the junk vehicle, parts thereof, or automobile hulk remains unclaimed for more than fifteen calendar days after the junk vehicle notification form has been received, the administrative authority may have the junk vehicle, parts thereof, or automobile hulk removed with notice to the Washington State Patrol and the Department of Licensing that the junk vehicle has been wrecked.
- D. — If no information identifying the owner of the junk vehicle, parts thereof, or automobile hulk is available after the landowner has executed the statement of no ownership interest or bailment responsibility, the administrative authority may place a legal notice of custody and sale in the official newspaper of the city. This notice shall comply with the provision of RCW 46.55.230(5), as now enacted or hereafter amended, and shall additionally inform the owner of the city's intent to dispose of the junk vehicle, parts thereof, or automobile hulk. If the junk vehicle, parts thereof, or automobile hulk remains unclaimed more than twenty days after publication of the notice, the administrative authority may have the junk vehicle, parts thereof, or automobile hulk removed with notice to the Washington State Patrol and Department of Licensing that the junk vehicle has been wrecked.

(Ord. 866 § 1 (part), 2005).

8.20.050 Nuisance abatement procedures.

- A. — The administrative authority shall give notice to any landowner storing or keeping a junk vehicle, parts thereof, or automobile hulk within any zone in the city that such junk vehicle, parts thereof, or automobile hulk is a public nuisance which must be abated by the landowner within fifteen calendar days or the city will proceed to abate the nuisance by removal of the junk vehicle, parts thereof, or automobile hulk from the landowner's property; and, that the costs of such removal, including administrative costs, shall be assessed against the registered owner of the junk vehicle, parts thereof, or automobile hulk if the identity of the owner can be determined, unless the owner in the transfer of ownership of the vehicle or automobile hulk has complied with RCW 46.12.101, or the costs may be assessed against the owner of the property on which the junk vehicle, parts thereof, or automobile hulk is stored. This notice shall also inform the registered owner and the landowner of the right to request a hearing to contest the city's proposed removal of the junk vehicle, parts thereof, or automobile hulk. This notice shall be delivered to the last registered owner of the junk vehicle, parts thereof, or automobile hulk and to the landowner and the property owner of record if different from the landowner by certified mail, return receipt requested.
- B. — Notice. The notice required by subsection A of this section shall be substantially in the following form:
- JUNK VEHICLE, PARTS THEREOF, OR AUTOMOBILE HULK REMOVAL NOTICE

A junk vehicle(s), parts thereof, or automobile hulk(s) described as: has been discovered by the City of Ridgefield located at _____ (Street Address), described as _____ (legal) within the City of Ridgefield which is shown by public record to be the real property of _____ the last registered owner of such junk vehicle(s), parts thereof, or automobile hulk is listed of record as: _____. All of you are informed that such junk vehicle, parts thereof, or automobile hulk(s) (is) (are) a public nuisance and unless such nuisance is abated within fifteen (15) calendar days of your receipt of this notice by removal from the property hereinbefore described or enclosed on said property as set forth in Ridgefield Municipal Code 8.20.060(A), the City of Ridgefield will proceed to abate such public nuisance by removal of the listed junk vehicle(s), parts thereof, or automobile hulk(s) fifteen (15) calendar days after your or your representative receives this notice as shown on the return receipt for this certified mail. The costs of removal, including administrative costs, will be assessed against the registered owner, unless the owner can demonstrate compliance with RCW 46.12.101 at the time of transfer of ownership, and/or against the landowner.

You may request a hearing before the Ridgefield Municipal Court to contest the City's determination that the above-described junk vehicle(s), parts thereof, or automobile hulk(s) (is) (are) a public nuisance, the abatement thereof, or that you are legally responsible for these junk vehicle(s), parts thereof, or automobile hulk(s). To request this hearing, one of you must notify the undersigned in writing at the address below within ten days of the date you or your representative received this notice as shown on the return receipt for this certified mail. If you do not request a hearing, the junk vehicle(s), parts thereof, or automobile hulk(s) will be removed by the City of Ridgefield and the costs thereof, including towing, storage, and other administrative costs shall be assessed against all or any one of you.

Dated this _____ day of _____, 20____.

Signed: _____

TITLE

City of Ridgefield

PO Box 608

Ridgefield, Washington 98642

(360) 887-3557 (phone)

(360) 887-0861 (fax)

- C. — After the expiration of the fifteen calendar days provided for in the notice to the registered owner and landowner if no hearing has been requested; or, after a hearing if requested and such action is authorized by the court, the administrative authority may proceed to have the junk vehicle, parts thereof, or automobile hulk removed and the costs of such removal, including administrative costs, shall be taxed against the registered owner and/or landowner jointly and severally; and notice shall be given to the Washington State Patrol and the Department of Licensing that the junk vehicle, parts thereof, or automobile hulk has been wrecked.
- D. — If either the last known registered owner of the junk vehicle, parts thereof, or automobile hulk, or the landowner requests a hearing before the Ridgefield Municipal Court to contest either (a) the city's determination that the junk vehicle, parts thereof, or automobile hulk constitutes a public nuisance, or (b) the abatement thereof, or (c) the legal responsibility of either or both the registered owner and/or landowner for the junk vehicle, parts thereof, or automobile hulk, the hearing shall be conducted after a written notice of the date, time, and place of such hearing is mailed, by certified mail, with a five calendar day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The hearing shall be held within thirty calendar days of receipt of a written request for a hearing. No action shall be taken to remove the junk vehicle, parts thereof, or automobile hulk during the pendency of a hearing, except pursuant to court order.

E. —The landowner may appear in person at the hearing or present a written statement in time for consideration at the hearing, and deny responsibility for the presence of the junk vehicle, parts thereof, or automobile hulk on the real property, with his or her reasons for the denial. If it is determined at the hearing that the junk vehicle, parts thereof, or automobile hulk was or were placed on the land without the consent of the landowner and administration or removal of the junk vehicle, parts thereof, or automobile hulk against the property upon which the junk vehicle, parts thereof, or automobile hulk is located or otherwise attempt to collect the costs from the owner.

(Ord. 866 § 1 (part), 2005).

8.20.060 Exceptions.

The provisions of this chapter shall not apply under the following conditions:

- A. —If a junk vehicle, parts thereof, or automobile hulk is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
- B. —If a junk vehicle, parts thereof, or automobile hulk is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to RCW 46.80.130 as now enacted or hereafter amended.

(Ord. 866 § 1 (part), 2005).

8.20.070 General duty.

None of the provisions of this chapter are intended to create a cause of action or provide the basis for a claim against the city, its officials, or employees for the performance or failure to perform a duty or obligation running to a specific individual or specific individuals. Any duty or obligation created in this chapter is intended to be a general duty or obligation running in favor of the general public.

(Ord. 866 § 1 (part), 2005).

Chapter 12.12 TREES

Sections:

12.12.010 Definitions.

As used in this chapter:

"Abutting property" means real property having lines in common with adjacent property or separated only by public right-of-way.

"Cutting" means the falling, cutting or removal of any tree or any procedure, the nature result of which is to cause the death or substantial destruction of a tree. Cutting does not include normal trimming of trees.

"Director" means the public works department director or his or her designee.

"Major pruning" consists of the trimming or cutting out of branches two inches in diameter or greater; root pruning; or trimming or cutting out of branches and limbs constituting greater than ten percent of the tree's foliage bearing area. The work shall retain the natural form of the tree.

"Minor pruning" consists of trimming or cutting out of water sprouts, suckers, twigs, or branches less than two inches in diameter, or which constitutes less than ten percent of the tree's foliage bearing area. The work shall retain the natural form of the tree. Removal of dead wood is included within the definition of minor pruning.

"Street tree" means a tree which is grown on city property or between the curb line and right-of-way line of city streets.

"Topping" is defined as the removal of the leader stem of the tree.

(Ord. 670 § 1, 1995: Ord. 665 § 1, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.020 Street tree care.

- A. It shall be the duty of any person owning real property abutting public right-of-way in the city to maintain such trees and/or shrubs located in the public right-of-way in such a manner that they will not constitute a hazard to other trees in the community by harboring detrimental insects or disease organisms nor constitute a public nuisance in violation of this chapter, except as noted below.
 - 1. Proper maintenance shall include, but not be limited to, minor pruning and treatment for disease and insects as needed. The property owner shall also be responsible for major pruning and replacement of dead or significantly damaged trees as needed, to be completed in accordance with the permitting requirements of RMC 12.12.030.
 - 2. The following areas are designated as city tree care areas, in which maintenance of street trees will be the responsibility of the city: Pioneer Street from 5th Avenue west to Main Avenue; Main Avenue from Pioneer Street north to Mill Street.
- B. The city shall retain all authority to perform work in the right-of-way, to include street tree care, and may prune, maintain and remove street trees, as may be necessary to ensure public safety, or to preserve or enhance the appearance of public lands. In the event the city must prune, maintain, or remove a tree or part

of a tree which is in an unsafe condition or is injurious to public water lines, private sewers, or electric or other utility lines or other public improvements, then the cost of such work shall be the responsibility of the abutting property owner.

- C. It is unlawful for any person, firm or corporation to cause to be removed or cut any street or park tree without the written approval of the director. Any person, firm or corporation wishing to remove a street tree or majorly prune shall first submit an application per the terms of RMC 12.12.030. Minor cutting which will not cause death or damage to the tree is excepted from the permitting process.

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

Editor's note(s)—Ord. No. 1188, § 2(Exh. A), adopted July 23, 2015, amended § 12.12.020 in its entirety to read as herein set out. Former § 12.12.020, pertained to public tree care, and derived from Ord. 665, § 2, adopted in 1995; and Ord. 670, § 2, adopted in 1995.

12.12.030 Street tree permits.

- A. Trimming and Removal of Trees. No person shall perform or cause or authorize any person to perform major pruning or remove trees in planting strips, improved rights-of-way, or other public places, without first filing an application and procuring a street tree permit from the city.
1. Application Data. The application shall state the number of sites, species, size, condition and location of the trees to be cut; the time and method of cutting or removal, including persons to perform the work; a statement of the reason for cutting or removal; information concerning any proposed landscaping or planting or any new trees; and such other information as the director shall find reasonably necessary to a fair determination of whether a permit should be issued.
 2. Standards for Issuance. The director shall issue the permit provided for herein when he or she finds that the desired action or treatment is necessary and that the proposed method and workmanship are satisfactory.
 3. Falling of a street tree shall be done only by a licensed and bonded arborist or other person approved by the city. The city may require that major pruning be performed by a licensed and bonded arborist. This determination will be made as a part of the street tree permit process.
 4. Tree topping, as defined in RMC 12.12.10, is prohibited as a normal practice. Trees severely damaged by storms or other causes, or where other pruning practices are impractical may be exempted from this section at the determination of the director.
 5. Removal of Trees. The stumps and roots of trees shall be removed to a point at least one foot below the top of the adjacent curb or proposed curb grade.
 6. Tree Replacement. As a condition to the granting of a street tree permit, the director may require the applicant to relocate or replace trees within a reasonable time frame following tree removal.
- B. Permit Exemption. Any utility which has been granted a franchise by the city of Ridgefield and needs to take appropriate action as the trees relate to interference in the use of the utility needs only give notice to the director but does not need to obtain a permit.

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

Editor's note(s)—Ord. No. 1188, § 2(Exh. A), adopted July 23, 2015, amended § 12.12.030 in its entirety to read as herein set out. Former § 12.12.030, pertained to application for permits, and derived from Ord. 665, § 3, adopted in 1995; and Ord. 670, § 3, adopted in 1995.

12.12.040 Emergencies.

- A. In the event of emergency conditions requiring the immediate cutting or removal of trees in order to avoid danger or hazard to persons or property, an emergency permit will be issued without formal application, by the director.
- B. If the director is unavailable in the event of such emergency, it shall be lawful to proceed with the cutting of a tree or trees without a permit to the extent necessary to avoid the immediate danger or hazard. Provided that, the person so doing shall, within forty-eight hours thereafter, report the action taken to the city and shall forthwith provide such information and evidence as may be reasonably required by the city to explain and justify the action taken.
- C. In an emergency situation, protection of the trees in question should be secondary to the emergency involved.
- D. Any utility which has been granted a franchise by the city of Ridgefield may take such action as they deem necessary to correct any emergency situation affecting their utility, provided they report the action taken to the city within forty-eight hours.

(Ord. 670 § 4, 1995: Ord. 665 § 4, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.050 Criteria for issuing permits.

- A. A permit may be issued as requested in the application, or may be issued in part and denied in part, or may be issued subject to compliance by the applicant with reasonable conditions to be imposed in order to promote the provisions of this chapter.
- B. A permit shall state the period of time for which it is valid. A permit issued for the reason that an improvement is to be constructed upon the premises shall contain a provision that the permit is not valid until a building permit has been issued for the construction of the improvement.
- C. The burden is on the applicant to show that granting of a permit would be consistent with the stated purposes of this chapter, and the following criteria shall be considered:
 - 1. The condition of the trees with respect to disease, danger of falling, proximity to existing or proposed structures, and interference with utility services or traffic safety;
 - 2. The necessity to remove trees in order to construct proposed improvements, or to otherwise utilize the applicant's property in a reasonable manner;
 - 3. The topography of the land and the effect of tree removal on erosion, soil retention, stability of earth, flow of surface waters, protection of nearby trees, windbreaks and a desirable balance between shade and open space;
 - 4. The number of trees existing in the neighborhood, the character and property uses in the neighborhood, and the effect of tree removal upon the neighborhood characteristics, beauty and property value;
 - 5. The adequacy of the applicant's proposals, if any, to plant new trees or vegetation as a substitute for the trees to be cut.

(Ord. 670 § 5, 1995: Ord. 665 § 5, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.060 Protection of street trees.

- A. All trees located in a public right-of-way shall be protected during all nearby construction or excavation work by a good substantial fence, frame or box not less than four feet high extending to the drip line of the tree to be protected.
- B. No person shall excavate any ditch, tunnel or trench within the drip line of any street tree without first making applications for and obtaining a permit from the city.

(Ord. 670 § 6, 1995: Ord. 665 § 6, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.070 Permitted street trees.

- A. All new or replaced street trees shall be selected from a list of tree species which are suitable as street trees because of the pattern of growth or other characteristics. The species list shall be adopted as a part of the city engineering standards for public works construction.
- B. Planting of all new or replaced street trees shall conform with all provisions of the city engineering standards, including requirements for engineering review prior to installation.

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

Editor's note(s)—Ord. No. 1188, § 2(Exh. A), adopted July 23, 2015, amended § 12.12.070 in its entirety to read as herein set out. Former § 12.12.070, pertained to prohibited street trees, and derived from Ord. 665, § 7, adopted in 1995; and Ord. 670, § 7, adopted in 1995.

12.12.080 Appeal.

- A. Any decision by the director to which any person feels aggrieved may be appealed to the hearing examiner by the filing of a written notice of appeal within fifteen days after the decision by the director.
- B. The appeal notice shall be in writing and submitted to the hearing examiner. The notice shall include, at a minimum, the following information: name, address, telephone number of applicant, location of trees involved in the appeal, decision being appealed, reference to any applicable code or ordinance, and a concise statement of the reasons for appeal.

(Ord. 670 § 8, 1995: Ord. 665 § 8, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.090 Penalties and enforcement.

- A. ~~Civil~~ Enforcement.

- 1. Any person who violates any provision of this chapter or terms of a permit issued hereunder or who undertakes an activity regulated by this chapter without obtaining a permit or fails to comply with a stop work order issued under this chapter shall be ~~subject to a civil penalty not to exceed five hundred dollars per violation. Each day that a permit violation continues shall constitute a separate violation in~~

violation of this Chapter. Each unlawfully destroyed or damaged tree shall constitute a separate violation. In addition, the violator shall be liable for all damages to public or private property arising from such violations, including the cost of restoring the affected area to its condition prior to such violation.

2. Restoration. If any tree designated for retention is damaged or destroyed, a replacement tree shall be planted as follows: For each tree which was improperly removed, a replacement planting of a tree will be planted in the immediate vicinity of each tree which was removed. Replacement trees shall be of sufficient caliper, root structure and canopy as directed by the director and otherwise meet the requirements for new tree plantings in RMC 12.12.070.
3. Stop Work Order/Permit Revocation.
 - a. The director shall suspend work or revoke a permit as appropriate if he finds that: (1) the work is not authorized by a valid permit; (2) inaccurate information was used to obtain the permit; (3) the permittee is not complying with the terms of the permit or approved plans; (4) the work is in the director's judgment adversely affecting or about to adversely affect adjacent property or rights-of-way, a drainage way, a watercourse in an environmentally sensitive area or stormwater facility, or is a hazard to the public health, safety or welfare; (5) adverse weather is causing significant problems on or off site; or (6) the required project surety has been expended to the point it no longer provides assurance of the completion of the project in compliance with the terms of the permit.
 - b. The director shall issue the permittee/violator a written notice specifying the nature of the violation or problem which must be remedied prior to resuming other work on the project. If the permittee does not comply with the order within the time specified, the director, as an alternative to other remedies, may enter the project site and perform the required work. The city may place a lien against the property in the amount of the funds expended to perform the required work.

4. The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

(Ord. 670 § 9, 1995; Ord. 665 § 9, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

12.12.100 Variance for hardship.

- A. Authority Established. The director may grant variances from these detailed regulations when undue hardship may result from strict compliance.
- B. Findings. No variance shall be granted unless the director finds that all of the following circumstances exist and reduces such findings to writing:
 1. That there are special circumstances or conditions affecting the property such that the strict application of the provisions of this chapter would jeopardize project feasibility or deprive the applicant of the reasonable use of his or her land;
 2. That the variance will further the objectives and policies of this chapter. Innovative tree protection management practices designed to enhance the quality and character of the trees and maintain the desired tree density on the site are encouraged. Innovative practice proposals shall be judged on

technical merit, the degree to which they meet the intent of this chapter, the advantages over standard practices and any anticipated maintenance requirements. Innovative practice proposals may be reviewed and approved by the director.

(Ord. 670 § 10, 1995: Ord. 665 § 10, 1995).

(Ord. No. 1188, § 2(Exh. A), 7-23-2015)

Chapter 12.15 STREET EXCAVATIONS

Sections:

12.15.010 Definitions.

As used in this chapter:

"Director" means the director of public works or his or her duly authorized representative.

"Person" means and includes an individual, firm, association, corporation, public or private utility, or organization of any kind.

"Permittee" means any person who has been granted, and has in full force and effect, permit issued under this chapter.

(Ord. 814 § 1, 2003).

12.15.020 Excavation without permit prohibited—Exceptions.

It is unlawful for any person to cut, open, excavate or in any manner disturb the surface of any street, alley, sidewalk, curb or other structure thereon or any other portion of the city right-of-way without first obtaining a permit to do so. No permit will be required on a public works projects with the city of Ridgefield. Any permit issued hereinunder shall be valid for one hundred eighty days.

(Ord. 814 § 2, 2003).

12.15.030 Contents of permit application.

Any person having general authority to do work which involves disturbing the surface of any street, alley, sidewalk, curb drainage way or other structure thereon or any other portion of city right-of-way, who desires a permit therefor, shall file with the director a written application describing the work to be done together with a drawing showing the location and extent of the work and the proposed disturbance of the surface of the street, alley, sidewalk, curb or other structure. The director shall approve or disapprove the application or shall approve it subject to such conditions as he or she may deem necessary for the protection of the city and the users of the street, alley, sidewalk or curb. A cost estimate shall be submitted with the application.

(Ord. 814 § 3, 2003).

12.15.040 Surety bond.

Before an excavation permit as herein provided is issued, the applicant shall deposit with the city clerk a surety bond in the amount equal to the estimated costs of restoration, payable to the city promising performance of restoration. The required surety bond must be:

- A. With a good and sufficient surety;
- B. By a surety company authorized to transact business in the state of Washington;

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- C. Satisfactory to the city attorney in form and substance;
 - D. Conditioned upon the permittee's compliance with this chapter and to secure and hold the city and its officers harmless against any and all claims, judgments or other costs arising from the excavation and other work covered by the excavation permit or for which the city, the city council or any city officer may be made liable by reason of any accident or injury to persons or property through the fault of the permittee either in not properly guarding the excavation or for any other injury resulting from the negligence of the permittee, and further conditioned to fill up, restore and place in good and safe condition as near as may be to its original condition, and to the satisfaction of the director, all openings and excavations made in streets, and to maintain any street where excavation is made in as good condition for the period of twenty-four months after the work has been done, usual wear and tear excepted, as it was in before the work had been done. Any settlement of the surface within the two-year period shall be deemed conclusive evidence of defective backfilling by the permittee. Nothing herein contained shall be construed to require the permittee to maintain any repairs to pavement made by the city if such repairs should prove defective. Any owner of real estate repairing his or her own sidewalk and not engaging another to repair such sidewalk shall not be required to give such bond. Recovery on such bond for any injury or accident shall not exhaust the bond but it shall in its entirety cover any or all future accidents or injuries during the excavation work for which it is given. In the event of any suit or claim against the city by reason of the negligence or default of the permittee, upon the city's giving written notice to the permittee of such suit or claim, any final judgment against the city requiring it to pay for such damage shall be conclusive upon the permittee and his or her surety. An annual bond may be given under this provision which shall remain in force for one year conditioned as above, in the amount specified above and in other respects as specified above but applicable as to all excavation work in streets by the principal in such bond during the term of one year from such date. A continuous bond may be given to comply with this section which shall remain in effect for the term stated in the bond, in the amount specified above and in other respects as specified above but applicable to all excavation work done in the streets by the bond's principal so long as the bond remains in effect.

(Ord. 814 § 4, 2003).

12.15.050 Liability insurance.

A permittee, prior to the commencement of excavation work under this chapter, shall furnish the director satisfactory evidence in writing that the permittee has in force and will maintain in force during the performance of the excavation work and the period of the excavation permit public liability insurance of not less than one hundred thousand dollars for any one person, and one hundred thousand dollars for any one accident, and property damage insurance of not less than fifty thousand dollars duly issued by an insurance company authorized to do business in the state of Washington.

(Ord. 814 § 5, 2003).

12.15.060 Inspection and approval.

All work done under a permit issued pursuant to this chapter shall be subject to the inspection by the director which may include staged or "in progress" inspections, the work shall not be deemed completed until it has been accepted by him or her as satisfactory.

(Ord. 814 § 6, 2003).

12.15.070 Guarding excavation—Procedure for backfilling.

During the time any street, alley, sidewalk, curb or other structure is open or disturbed, the permittee shall maintain adequate and proper safeguards thereon. In repairing the opening or disturbance, the permittee shall fill and properly compact the subsurface and shall rebuild the foundation and surface of the street, alley, sidewalk, curb or other structure to its original condition all in accordance with the standards of the city of Ridgefield for public works construction which shall include:

- A. Hard surfacing or plating of trenches required on the same day as excavation;
- B. All pavement patch edges shall be smoothly cut prior to paving;
- C. All pavement patches shall be sand-sealed on the day they are paved;
- D. Permitted work shall comply with current WSDOT Standard Specifications and Ridgefield's engineering standards for public works construction;
- E. The city of Ridgefield may at any time, require testing of any element of the permitted work at the expense of the permittee;
- F. Spoils from roadway excavation shall be loaded directly from the excavation to a transport vehicle unless otherwise authorized by the director.

In the event settlement occurs it will be evidence that improper backfilling has taken place, the permittee shall remove such material as deemed necessary by the director and shall replace and compact with material approved by the director.

Prior to commencing the excavation and prior to backfilling the trench, the permittee shall notify the director two business days in advance of commencing such work.

The work of any project authorized by permit under this chapter shall be continuously operated and expedited until its final completion. Approval from the director must be obtained if there is need to stop work prior to completing of the project.

(Ord. 814 § 7, 2003).

12.15.080 Utility permit exception.

For an installation to provide service by a public utility under rules and regulations on file with the public service commission of Washington, a permit shall be issued by the director of public works provided no other feasible means are available to provide the service without cutting the street. Such public utility shall provide written notice to the director not less than forty-eight hours before the scheduled excavation.

(Ord. 814 § 8, 2003).

12.15.090 Methods for maintaining access.

In the event it is necessary for the permittee to make a cut through the entire width of a street, no more than half of the street shall be opened at one time. Such portion of the work shall be backfilled and completed before the remaining portion of the street may be opened. If it is impossible to perform the work without opening the entire width of the street at one time, the permittee shall furnish facilities, such as bridges or other suitable means, to allow the flow of traffic without unnecessary congestion. The director may, with the concurrence of the chief of police and fire chief, permit a street to be blocked for a short period of time where suitable detours can be arranged and the public will not be unnecessarily inconvenienced.

(Ord. 814 § 9, 2003).

12.15.100 Notification of intent to pave—Excavation restrictions.

Whenever the city council enacts any ordinance or resolution providing for the paving or repaving of any street, the director of public works shall promptly mail a written notice thereof to each person owning any sewer, main, conduit or other utility in or under such street or any real property, whether improved or unimproved, abutting such street. Such notice shall notify such persons that no excavation permit shall be issued for openings, cuts or excavation in such street for a period of five years after the date of enactment of such ordinance or resolution. Such notice shall also notify such persons that applications for excavation permits, for work to be done prior to such paving or repaving, shall be submitted promptly in order that work covered by the excavation permit may be completed not later than forty-five days from the date of enactment of such ordinance or resolution. The director shall also promptly mail copies of such notice to the occupants of all houses, buildings and other structures abutting such street for their information and to state agencies and city departments or other persons that may desire to perform excavation work in the city street.

Within forty-five days, every public utility company receiving notice as prescribed herein shall perform such excavation work, subject to the provisions of this chapter, as may be necessary to install or repair sewers, mains, conduits or other utility installations. In the event any owner of real property abutting the street shall fail within forty-five days to perform such excavation work as may be required to install or repair utility service lines or service connections to the property lines, any and all rights of such owner or his or her successors in interest to make openings, cuts or excavations in the street shall be forfeited for a period of five years from the date of enactment of such ordinance or resolution. During the five-year period, no excavation permit shall be issued to open, cut or excavate in such street unless in the judgment of the director an emergency as described in this chapter exists which makes it absolutely essential that the excavation permit be used.

Every city department or official charged with responsibility for any work that may necessitate any opening, cut or excavation in the street is directed to take appropriate measures to perform such excavation work within the forty-five day period so as to avoid the necessity for making any openings, cuts or excavations in the new pavement in the city street during the five-year period.

(Ord. 814 § 10, 2003).

12.15.110 ~~Penalties for violations.~~ ENFORCEMENT.

~~Any person who shall violate or fail to comply with any of the provisions of this chapter, or who shall counsel, aid or abet any such violation or failure to comply, shall be deemed guilty of a civil infraction and upon conviction thereof, shall be punished by a fine of not more than two hundred fifty dollars. Each day any such person shall continue to violate or fail to comply with any of the provisions of this chapter shall be deemed to be a separate offense. The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.~~

Any violation may result in revocation or suspension of the permit by the director.

(Ord. 814 § 11, 2003).

Chapter 13.15 SEWER SERVICE

13.15.010 Sewer service provider—Collection system.

Effective on January 1, 2014, and pursuant to an interlocal agreement between the city and Clark Regional Wastewater District ("interlocal agreement"), the sewer collection system of the city service area, as presently constituted or hereinafter modified or expanded, shall be owned, administered, maintained, improved and repaired (hereafter referred to as "ownership and operation" or "owned and operated") by the district. A copy of the interlocal agreement is on file with the city clerk. The district's ownership and operation of the city's sewer system shall be pursuant to Title 57 RCW, applicable federal, state and county laws and regulations, the interlocal agreement, and applicable district resolutions, policies, procedures and remedies (hereafter "district rules").

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.020 Adoption of code by reference.

The city hereby adopts by reference the Clark Regional Wastewater District code and district resolutions, policies and procedures relating to sewer service and sewer systems, as presently constituted or hereinafter amended (hereafter "district regulations"), as regulations within the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.030 Sewage deposited on property prohibited.

It is unlawful for any person to place, deposit or permit to be deposited upon public or private property within the city any human excrement, garbage, domestic wastewater or other objectionable waste, except as permitted by other ordinances of the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.040 Sewer connection required.

The owner of all houses, buildings or properties used for human occupancy, employment, recreation, business or where people congregate, situated within the city and abutting any street, alley or right-of-way in which there is now located a public sanitary sewer of the district within the city limits, is required at his expense to install suitable toilet facilities therein, and to connect such facilities directly to the public sanitary sewer in accordance with the provisions of this chapter, within sixty days after date of official notice to do so, provided that the public sewer is within two hundred feet of the property line.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.050 Premises unfit for human habitation.

Whenever upon inspection any building or premises, or part thereof is found unfit for human habitation by reason of defective plumbing, lack of sanitary plumbing of toilet facilities, drainage system building sewer or private sewage disposal system, the building inspector shall require the vacation of such building, premises or part

thereof, within ten days after date of official notice to do so, and the building inspector shall take action as outlined in Title 14 of this code.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.060 Construction permit required.

No person shall install, uncover, make connections with or openings into, use, alter or disturb any public sewer, building sewer or appurtenances thereof without first obtaining a written permit and paying all applicable fees to the Clark Regional Wastewater District.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.15.070 Enforcement.

The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

Chapter 13.20 WATER SERVICE

13.20.010 Creation of water utility.

- A. There is created and established a water utility which shall be known as the "City of Ridgefield, Washington, Water Utility" (the "water utility"), for the purposes set forth in subsection B of this section.
- B. The city shall exercise, through the water utility where possible, all the lawful powers necessary and appropriate to the construction, condemnation and purchase, acquisition, addition to, maintenance, conduct and operation, management, regulation and control of the public water system within the boundaries of the city, as necessary to protect the health, safety, and welfare of the citizens of the city; including, without limitation, all the lawful powers to fix, alter, regulate and control the rates, charges and conditions for the use thereof, to purchase and condemn property on behalf of the water utility, to regulate actions taken with respect to public and private property which affect the public water system, and to adopt, alter, and amend a plan adopted as necessary to implement the policies of the city pertaining the public water system.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.020 Administrator of water utility.

The director or such other person as may be designated by the city manager shall be administrator of the water utility.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.030 Water utility fund.

- A. There is created or amended a fund which shall be known as the "water utility fund." All revenues, assessments, and other charges collected by the water utility, or attributable to the operation and maintenance of the utility, and all loans to or grants or funds received for its construction, improvement and operation, shall be deposited in the water utility fund. All disbursements for costs of data collection, planning, designing, constructing, acquiring, maintaining, operating, and improving the water utility facilities and administering the water utility shall be made from the water utility fund.
- B. The city may create, at such time or times as it deems appropriate, any other funds necessary to the administration of the water utility and may designate the revenues to be placed therein and the purpose or purposes of such funds which may be the same as one, some or all of the purposes designated in this section as the purposes of the water utility fund created in this chapter, and such purposes shall then be transferred to such newly created fund.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.040 Duty to serve.

The department is responsible for providing water service to all customers within the city's water service area subject to the requirements of this Ridgefield Public Utilities Code, other provisions of the Ridgefield

Municipal Code and applicable state law. This responsibility is separate from the contractual obligations to provide water service facilities outside of the service area.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.050 Water Service Interruptions.

Notwithstanding RMC 13.20.040, the department does not guarantee that water will be continuously available within the service area. Water may be temporarily unavailable due to a system failure, emergency, construction or maintenance or other unforeseen circumstance. The department is not responsible for costs or damages incurred by property owner, tenant or customer due to an interruption in service, whether planned or unplanned. Whenever possible, and when time permits, customers will be notified prior to shutdowns.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.060 Special contracts.

When the applicant's requirements for water are unusual or large, or necessitate considerable special or reserve equipment or capacity, the department reserves the right to make special contracts, the provisions of which are different from and have exceptions to the regularly published water rates, rules and regulation; provided however, that any other applicant for like service under substantially similar conditions will be entitled to the same treatment. These special contracts shall be in writing, approved by the City Council, and signed by the applicant and the city manager.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.070 Resale of water—Conditions.

Resale of water shall only be permitted under special contract.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.080 Sharing or selling of water prohibited.

No person shall sell or permit any person or persons to carry water from, or to connect to any water pipe or hose heading from the customer's piping, whether on the same premises or adjoining property unless such person first obtain written permission or approval from the director. Where such use has been made the customer shall discontinue the practice on demand and pay for all charges and use as estimated to be reasonable by the department. Any person so doing shall be guilty of a violation of this chapter.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.090 Tampering, destruction of equipment prohibited.

No unauthorized person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the domestic water system. Any person so doing shall be guilty of a violation of this chapter.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.100 Unauthorized attachment to mains, connections prohibited.

It shall be a violation of this title for any person or persons to attach to or detach from any water main or service pipe, or water connection through which water is supplied by the city, or to interfere in any manner with such pipes or connections without first obtaining the written consent of the director.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.110 Unauthorized turn-on, turn-off prohibited.

It shall be a violation of these rules and regulations for any person to use or tamper with, any valve, curb, spout, meter, etc., which is the property of the city, for the purpose of turning water on or off, and the city shall hold any person responsible for the cost of repairing any damage to any city property caused by such usage or tampering.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.120 Service preference.

In case of shortage of supply, the department reserves the right to give preference in the matter of furnishing service to customers. Service to users outside the city limits shall, at all times, be subject to the prior and superior rights of the customers within the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.20.130 Enforcement

The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

Chapter 13.50 METERS

13.50.010 Unlawful connections.

It is a violation of this title for any person to make any unauthorized connection between the supply main and the meter.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.020 Unlawful interference or tampering.

It is a violation of this title for any person to interfere and/or tamper with, break, deface, or damage any water meter, gate, pipe or other water works appliance or fixture or in any other manner interfere with the property operation of any part of the water system of the city.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.030 Connection—Permission required.

No plumber or other person will be allowed to make connections with the city mains or to make alterations in any conduit pipe or other fixture connecting therewith or to connect pipes where they have been disconnected, or to turn off or turn on water at the meter, on any premises without the consent of the department.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.040 Meter testing on customer request.

A customer may, giving not less than seven days' notice, request the department to test the meter serving his premises. The department will provide meter testing once in any twelve month period at no charge to the customer. For any additional requests during the same twelve month period, the department will charge the customer's utility account a meter accuracy testing fee. This fee shall be as established in the Ridgefield Fee Schedule. The charge will be credited to the customer's utility account if the test reveals the meter to over-register more than three percent under conditions of normal operation. If the meter is operating satisfactorily, or if the meter under-registers more than three percent under the standard test conditions, the charge shall be forfeited to the department. Customers may, at their option, witness any meter tests they request.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.050 Meter testing on department request.

If, upon comparison of past water usage, it appears that a meter is not registering properly, the department may, at its option, test the meter and adjust the charges accordingly if the meter either over-registers or under-registers. No charge for meter testing will be made to the customer for the meter test under these conditions.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.060 Adjustment of bills for meter error.

- A. Fast meters. When, upon test, meter is found to be over-registering more than three percent under normal operating conditions, the department will refund to the customer the full amount of the overcharge, based upon the customer's prior use during the same billing cycle of the previous year, not exceeding three regular billing periods the meter was in use.
- B. Slow meters. When, upon test, a meter is found to be under-registering more than five percent, the department may bill the customer for the amount of the under charge based upon the customer's prior use during the same billing cycle of the previous year, not exceeding three regular billing periods that the meter was in use.
- C. Non-registering meters. The department will bill the customer for water consumed while the meter was not registering. The bill will be computed upon an estimate of consumption based upon the customer's prior use during the same billing cycle of the previous year, or upon a reasonable comparison with the use of other customers receiving the same class of service during the same season and under similar circumstances and conditions, or both.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.070 Customers' plumbing code.

The customer's plumbing, which shall include the customer service line and all plumbing, piping, fixtures and other appurtenances carrying or intended to carry water, sewage, or drainage, shall comply with Plumbing Code of the State of Washington and/or the City of Ridgefield.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.080 Control valves.

Customers shall install a suitable gate and check valve in the customer service line as close to the meter as possible, the operation of which will control the entire water supply to the premises served and to prevent the backflow of water into the city mains. The customer shall install such additional pressure reducing valves, pressure relief valves, check valves, pop-off valves, or other control valves as the customer may desire or the department may deem necessary to protect the customer's piping from abnormal high or low pressures or from interruptions of service. Repair and replacement of said control valves shall be the responsibility of the customers.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.090 Water service cut-off cost borne by customer.

If a property owner or customer requests the department to discontinue water service to their property for the purpose of repairs or changes in their plumbing or vacancy the city will charge the customer a service call fee to shutoff the service and an additional service call fee to turn-on the service in an amount set forth in the Ridgefield Master Fee Schedule. In the event the customer installs a shutoff valve in the property served after the city turns off the service, the city will not charge the shut off and turn on fee. The installation of the shutoff valve shall be inspected and approved by the director. The shutoff and turn on fee shall only be waived one time for installation of a shutoff valve.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.100 Meter stop violation.

It shall be a violation of this title for the customer to operate or cause unauthorized operation of the meter stop or any other appurtenances on the service connection.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.110 Pumps.

Where pumping is required to serve a customer at too high an elevation to be served by gravity, the department may, at its option, require the customer to provide a suitable pump as a condition of service. The installation shall be subject to approval by the director.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.50.120 Enforcement

The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

Chapter 13.55 BACKFLOW CROSS-CONNECTION REGULATIONS

13.55.010 Purpose—Installation of backflow prevention devices.

The purpose of this chapter is to provide specified and detailed rules in order to protect the public potable water supply of the City of Ridgefield from the possibility of contamination or pollution by isolating within the customers' system such contaminants or pollutants which could backflow into the public water system.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.55.020 Installation of backflow devices.

Backflow prevention devices shall be installed at the service connection or within any premises where required under Washington Administrative Code ("WAC") Chapter 246-290, as adopted or hereafter amended, or where, in the judgment of the director, the nature and extent of activities on the premises, or the materials used in connection with the activities, or materials stored on the premises could contaminate or pollute the potable water supply, even though such cross-connection does not exist at the time the backflow prevention device is required to be installed. This shall include but not be limited to the following situations:

- A. Premises having any one or more cross-connections or potential cross connections as that term is used in the Washington Administrative Code Chapter 246-290 and all applicable plumbing codes;
- B. Premises having an auxiliary water supply, unless the quality of the auxiliary supply is in compliance with WAC 246-290 and is acceptable to the director;
- C. Premises having internal cross-connections that are not correctable, or intricate plumbing arrangements which make it impracticable to ascertain whether or not cross-connections exist;
- D. Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist;
- E. Premises having a repeated history of cross-connections being established or reestablished;
- F. Premises on which any substance is handled under pressure so as to permit entry into the public water system, or where cross-connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters;
- G. Premises where materials of a toxic or hazardous nature are handled such that if back siphonage should occur, a serious health hazard may result;
- H. Installation of an approved backflow prevention assembly is deemed to be necessary in the judgment of the CCS to accomplish the purpose of these regulations;
- I. In the event an in-premises assembly has not been tested or repaired as required by WAC 246-290-490, or as amended, and this section;
- J. If it is determined that additions or rearrangements have been made to the plumbing system without obtaining proper permits as required by the city code enforcement division;
- K. When a cross-connection survey report form is required by the city to be filled out and the city has not received it;

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- L. All high health hazard premises, which are defined in Table 9 of WAC 246-290-490, as amended, are required to have premises isolation by installing a reduced pressure principle assembly in accordance with this section;
 - M. When a garden hose attachment is connected to the premises' plumbing, including but not limited to fertilizer applicators, pesticide applicators and radiator flush kits; and
 - N. Where reclaimed or reused water systems are installed.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.55.030 Backflow prevention policy.

No water service connection to any customer's premises shall be installed or maintained by the department unless the public water supply is protected as required by this title. Service of water to any customer's premises shall be discontinued by the director if a backflow prevention assembly required by this title is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, by-passed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions are corrected.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.55.040 Inspection of backflow devices.

Backflow prevention devices installed under this chapter shall be inspected and tested annually, or more often where successive inspections indicate repeated failure. The devices shall be repaired, overhauled, or replaced whenever they are found to be defective. Inspections, tests and repairs shall be made under the department's supervision, and meet standards acceptable to the state of Washington as approved by the director.

If the department has not received the results of the test within thirty days of the anniversary date for annual testing or within ten days ~~of following~~ the date of installation or relocation ~~testing~~, or upon the director discovery that the assembly was installed without testing, the director may order the test and add the cost of the test, plus a backflow assembly test fee as established by the Ridgefield Master Fee Schedule, onto the customer's water bill. Corresponding City of Ridgefield permit number must be included on all City approved backflow testing paperwork submitted for all irrigation only and commercial installations.

If the results of the test ordered by the director or the customer indicate that repairs are necessary, the repairs must be made and a new test taken and results of the test forwarded to the director within ten days of the first test.

Failure to comply with any requirements of this section may result in termination of water service in accordance with RMC 13.55.050. In the event that service is terminated for failure to comply with this section, and the customer requests the water to be turned on in order to perform the test, the city shall charge a service call fee to temporarily turn on the service in order to test the backflow assembly.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

13.55.050 Enforcement and Penalties.

The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

In addition to any other penalties set forth in this title or that may be provided by law, any customer who fails to install or provide for the testing of a backflow prevention assembly or who violates any provisions contained herein, or who fails to comply with an order thereunder, shall suffer immediate termination of public water service and be subject to a service call fee for both turning the water off and turning back on.

(Ord. No. 1148, §§ 1—3, 1-23-2014)

Chapter 13.80 ILLICIT DISCHARGE

13.80.010 Purpose.

The purpose of this chapter is to provide for the health, safety, and general welfare of the community through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4). The objectives of this chapter are:

- A. To regulate the contribution of pollutants to the MS4 by any user;
- B. To prohibit illicit connections to the MS4; and
- C. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this chapter.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.020 Applicability.

This chapter shall apply to all water and wastewater entering the MS4 unless explicitly exempted by this chapter or the department.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.030 Definitions.

- A. For the purposes of this chapter, the following definitions shall apply:
 - 1. "Best management practices (BMPs)" means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
 - 2. "Department" means the city of Ridgefield public works department.
 - 3. "Director" means the director of the city of Ridgefield public works department.
 - 4. "Enforcement agent" means employees or designees of the director charged with the enforcement of this chapter.
 - 5. "Hazardous materials" means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

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6. "Illicit discharge" means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in RMC 13.80.070(B).
 7. "Illicit connection" is defined as either of the following: any drain or conveyance, whether on the surface or subsurface, which allows an illicit discharge to enter the storm drain system including but not limited to any conveyances which allow any non- stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved; or any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by the department.
 8. "Municipal separate storm sewer system (MS4)" means publicly owned facilities by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human made or altered drainage channels, reservoirs, and other drainage structures.
 9. "Non-stormwater discharge" means any discharge to the storm drain system that is not composed entirely of stormwater.
 10. "Person" means any individual, association, organization, partnership, firm, corporation or other entity recognized by law who is (1) the owner of the premises or the owner's agent, or (2) in control of the premises, or (3) the owner of any facility causing the illicit discharge, or the owner's agent, or (4) in control of any facility causing the illicit discharge.
 11. "Pollutant" means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
 12. "Premises" means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
 13. "Stormwater" means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
 14. "Stormwater pollution prevention plan (SWPPP)" means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.
 15. "Wastewater" means any water or other liquid, other than uncontaminated stormwater, discharged from a facility.
 16. "Watercourse" means a river, stream, intermittent stream, ditch, brook, channel, lakes, pond, manmade pond, estuarine water, swamp, bog, vernal pool, playa, and all other bodies of water, natural or artificial, intermittent or permanent, public or private which allows for the flow, drainage, or passage of surface water through multiple lots, properties, or parcels at least a portion of each year.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.040 Responsibility for administration.

The director shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the director may be delegated in writing by the director to persons or entities acting in the beneficial interest of or in the employ of the city.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.050 Minimum standards.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.060 Prohibition of illicit discharges.

- A. No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards.
- B. Examples of prohibited pollutants include but are not limited to the following:
 - 1. Trash or debris;
 - 2. Construction material;
 - 3. Petroleum products including but not limited to oil, gasoline, grease, fuel oil, and heating oil;
 - 4. Antifreeze and other automotive products;
 - 5. Metals in either particulate or dissolved form;
 - 6. Flammable or explosive materials;
 - 7. Radioactive material;
 - 8. Batteries;
 - 9. Acids, alkalis, or bases;
 - 10. Paints, stains, resins, lacquers, or varnishes;
 - 11. Degreasers and/or solvents;
 - 12. Drain cleaners;
 - 13. Pesticides, herbicides, or fertilizers;
 - 14. Steam cleaning wastes;
 - 15. Soaps, detergents, or ammonia;
 - 16. Swimming pool cleaning wastewater or filter backwash;
 - 17. Chlorine, bromine, or other disinfectants;
 - 18. Heated water;

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19. Domestic animal wastes;
 20. Sewage;
 21. Recreational vehicle waste;
 22. Animal carcasses;
 23. Food wastes;
 24. Bark and other fibrous materials;
 25. Lawn clippings, leaves, or branches;
 26. Silt, sediment, concrete, cement, or gravel;
 27. Dyes. Unless approved by the city;
 28. Wash water;
 29. Chemicals not normally found in uncontaminated water;
 30. Any other process-associated discharge except as otherwise allowed in this section.
- C. The commencement, conduct or continuance of any discharge other than stormwater to the storm drain system is prohibited except as described as follows:
1. The following discharges are exempt from discharge prohibitions established by this chapter: diverted stream flows, rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR CFR(20)), uncontaminated pumped ground water, foundation drains, air conditioning condensation, irrigation water from agricultural sources commingled with urban stormwater, springs, water from crawl space pumps, footing drains, flows from riparian habitats and wetlands, discharges from emergency fire-fighting activities and any other water source not containing pollutants as approved by the director.
 2. The following discharges are prohibited unless the stated conditions are met:
 - a. Discharges from potable water sources, including water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4.
 - b. Discharges from swimming pools shall be dechlorinated to a concentration of 0.1 ppm or less, pH-adjusted and reoxygenated if necessary, and volumetrically and velocity controlled to prevent resuspension of sediments in the MS4. Swimming pool cleaning wastewater and filter backwash shall not be discharged to the MS4.
 - c. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents. The amount of wash and dust control water shall be minimized to the maximum extent practical. At active construction sites, street washing is prohibited per RMC 18.755.060(B).
 - d. Individual residential car wash water. Car washing activities shall be performed over grass or other pervious surface if possible. If performed over impervious surface, wash water shall be directed away from storm inlets. The city will provide public education and technical assistance to encourage BMPs for residential car washing to prevent these discharges from entering the municipal storm sewer system.

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- e. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a SWPPP reviewed by the director, which addresses control of such discharges.
 - 3. Dye testing is an allowable discharge, but requires notification to be given to the department prior to the time of the test.
 - 4. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.070 Prohibition of illicit connections.

- A. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- B. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- C. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.080 Suspension due to illicit discharges in emergency situations.

- A. The department may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. Such a suspension order shall be in full force and effect until the enforcement agent determines that sufficient compliance has been achieved to warrant removal of the order. If the violator fails to comply with a suspension order issued in an emergency, the department may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- B. Suspension orders may be appealed to the hearing examiner pursuant to RMC 18.310.100, but shall remain in effect until lifted or successfully appealed.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.090 Suspension due to the detection of illicit discharge.

- A. Any person discharging to the MS4 in violation of this chapter may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The department will notify a violator of the proposed termination of its MS4 access.
- B. Suspension orders may be appealed to the hearing examiner pursuant to RMC 18.310.100, but shall remain in effect until lifted or successfully appealed.

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- C. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this chapter, without the prior approval of the department.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.100 Industrial or construction activity discharges.

Any person subject to an industrial or construction activity, NPDES stormwater discharge permit, or a city-approved erosion control plan shall comply with all provisions of said document. Proof of compliance with said document may be required in a form acceptable to the department prior to the allowing of discharges to the MS4.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.110 Access to facilities.

- A. Upon discovery of a probable illicit discharge or connection from a premise or facility that is a user of the city's municipal separate storm sewer system, a representative of the city shall be permitted to enter and inspect said premises subject to regulation under this chapter as often as may be necessary to determine compliance with this chapter. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access.
1. In emergency sections as defined in RMC 13.80.080 the enforcement agent shall be given immediate access to the premises in question.
 2. In nonemergency situations the enforcement agent shall give 24 hours' notice to the owner or operator of the premises before entering and inspecting the premises. The owner or operator of the premises shall have the option to waive this 24-hour notice.
- B. During the premises inspection, the enforcement agent shall be given ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that determine compliance with this chapter, and the performance of any additional duties as defined by state and federal law.
- C. The department shall have the right to set up on any premises such devices as are necessary in the opinion of the department to conduct monitoring and/or sampling of the discharge to the MS4 from the premises.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the owner at the written or oral request of the enforcement agent and shall not be replaced. The costs of clearing such access shall be borne by the owner.
- E. Refusal or unreasonable delays in allowing the enforcement agent access to any area to perform functions authorized under this chapter shall be grounds for termination of service, and enforcement as authorized by this chapter.
- F. If the enforcement agent has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the department may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.113 Requirements to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The Stormwater Management Manual for Western Washington sets forth approved best management practices (BMPs). The owner or operator of an institutional, commercial, or industrial establishment shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses with these structural and nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.117 Watercourse protection.

Every person owning or leasing property through which a watercourse passes shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly slow the flow of water through the watercourse. In addition, the owner or lessee shall maintain any privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.120 Notification of spills.

- A. Notwithstanding other requirements of law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation has information of any known or suspected release of materials which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the storm drain system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release.
- B. In the event of such a release of hazardous materials said person shall immediately notify the department and emergency response agencies of the occurrence via emergency dispatch services (911).
- C. In the event of a release of nonhazardous materials, said person shall notify the department in person or by phone or facsimile no later than the next business day.
- D. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the department within three business days of the phone notice.
- E. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on- site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.130 Enforcement—Written warning.

- A. ~~In addition or as an alternative to any other judicial or administrative remedy provided herein, in RMC Chapter 18.395, or by law, the enforcement agent may, after investigation of the violation, issue a written warning to any person who creates or maintains a nuisance, violates any portion of this chapter, or rules and regulations adopted thereunder, or by each act of commission or omission procures, aids, or abets such a violation. All persons issuing written warnings shall be authorized by the planning director, city engineer, or building official and a list of those authorized maintained by the planning director, city engineer, or building official.~~
- B. ~~Requirements of Written Warning.~~
1. ~~A written warning conforming to the requirements of this section may be used for all ordinance violations of this chapter which occur in the city of Ridgefield.~~
 2. ~~The written warning shall contain the following information or blanks in which such information is entered:~~
 - a. ~~Incident number;~~
 - b. ~~Name of the person receiving warning;~~
 - c. ~~Name of the property owner;~~
 - d. ~~Section of the ordinance or code violated;~~
 - e. ~~A brief description of the violation in such manner as can be readily understood by a person making a reasonable effort to do so;~~
 - f. ~~The date and place at which the violation occurred and the date on which the warning was issued;~~
 - g. ~~The time period the person cited has to comply with the written warning;~~
 - h. ~~The estimated cost of remediation that will be charged if written warning is not complied with;~~
 - i. ~~The written warning shall contain a signature line, where the person receiving the citation can sign stating they have received the warning, but not admitting guilt.~~

The applicable department director or designee has authority to enforce the requirements of this chapter. Enforcement of this chapter shall proceed under the provisions of RMC Title 20. The Public Works Director or designee may negotiate a settlement, compromise or otherwise dispose of an action when to do so would be in the best interest of the city.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

13.80.140 Enforcement—~~Notice and order of compliance and c~~Cost of remediation.

- A. ~~In addition or as an alternative to any other judicial or administrative remedy provided herein, in RMC Chapter 18.395, or by law, the enforcement agent appointed by the city public works director may, upon finding a person has violated a prohibition or failed to meet a requirement of this chapter, issue a notice and order of compliance to correct the violation and take such action as may be necessary to assure compliance with this chapter upon any person who violates any portion of this chapter, or rules and regulations adopted thereunder, or by each act of commission or omission procures, aids, or abets such a violation to correct the violation and take such action as may be necessary to assure compliance with this chapter.~~
- B. ~~Cost of Remediation.~~
1. The cost of remediation assessed by the citation shall be the actual costs incurred by the city of Ridgefield to correct the violation and repair or correct any damages to public or private property or the environment. The cost of remediation will also include the costs of the administration of said remediation and any fines or penalties incurred by the city as a direct result of the violation.
- C. Requirements of Notice and Order of Compliance.
1. The notice and order of compliance shall contain the following information ~~or blanks in which such information is entered~~:
 - a. Case number;
 - b. Name of the person;
 - c. Name of the property owner;
 - d. Section of the ordinance or code violated;
 - e. A brief description of the violation of which the person is charged in such manner as can be readily understood by a person making a reasonable effort to do so;
 - f. The date and place at which the violation occurred and the date on which the notice and order was issued;
 - g. A statement that should the person fail to remediate or restore within the established deadline, the work may be done by the city and the expense thereof shall be charged to the person and become a lien on the property.
 - h. A statement advising the person issued the order that they may appeal the order ~~within fourteen days to the city's hearings examiner and that such appeal, upon payment of the appropriate appeal fee, shall be served upon the public works department to the hearing examiner pursuant to RMC Title 20;~~
 - i. The notice may also require, without limitation:
 - (1) A demand that the violation be corrected or abated and any affected property restored in accordance with local, state, and federal laws and a deadline within in which such remediation or restoration must be complete;

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- (2) A requirement to perform monitoring, analysis, and reporting of stormwater facilities or non-stormwater discharges;
 - (3) Payment of a fine to cover the cost of administrative and remediation costs;
 - (4) Payment ~~of all assessed penalties in an amount not to exceed five hundred dollars per day per violation.~~

- D. Appeals. Citations may be appealed to the hearing examiner pursuant to RMC ~~18.310.100~~ Title 20.
- E. The director is authorized to enter into negotiations with the parties, or their legal representatives, named in an enforcement action involving any provision of this chapter for the collection of the cost of remediation, to negotiate a voluntary correction agreement, settlement, payment plan, compromise, or suspension, when to do so will be in the best interests of the city; provided, that a report shall be submitted to the city council in any instance where a compromise settlement is negotiated.

(Ord. No. 1324, § 2(Exh. A), 9-24-2020)

Title 14 BUILDINGS AND CONSTRUCTION

NEW Chapter 14.98 ENFORCEMENT

14.98.010 Enforcement.

It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.

Title 15 ABATEMENT OF PUBLIC NUISANCES

Chapter 15.24 PUBLIC NUISANCES

15.24.010 Definitions.

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

"Abandoned structure" means any property, real or personal, which is unattended and either open or unsecured so that admittance may be gained without damaging any portion of the property, or which evidence indicates that no person is presently in possession. Evidence of abandonment may include, but is not limited to, disconnected utilities, accumulated debris, uncleanness, and disrepair. In the case chattels, location, length of time or any particular state of mind of the owner or person entitled to possession are not conclusive in determining whether the property is abandoned.

"Abate" means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his or her judgment, determines it necessary in the interest of the general health, safety and welfare of the community. It shall include stopping, discontinuing, or doing away with a condition on any premises which is in violation of this chapter or any part of the Ridgefield Municipal Code which defines a public nuisance.

"Attractive nuisance" means any property, real or personal, constituting or containing a dangerous condition which might reasonably be expected to attract children of tender years, including, but not limited to, abandoned or unoccupied dwellings or structures, abandoned wells, ice boxes or refrigerators with doors and latches, shafts, basements or other excavations, abandoned or inoperative vehicles or other equipment, structurally unsound fences or other fixtures, lumber, fencing, vegetation or other debris, abandoned property either real or personal as interpreted in the definition of abandoned.

"Building materials" mean and include lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing materials, cans of paint and similar materials.

"Dangerous building" means any structure fitting the definition as contained in Chapter 3, Section 302 of the Uniform Code for the Abatement of Dangerous Buildings.

"Director" means the community development director or designee.

"Enforcement officer" means the nuisance abatement officer under the supervision of the director of community development.

"Graffiti" means the writing, painting, or drawing of any inscription, figure, or mark of any type on any public or private building or other structure or any real or personal property owned by any other person unless that person has given permission to the perpetrator for such conduct.

"Grass" or "uncut grass" means any grass which is more than twelve inches tall.

"Junk" means and includes all old appliances or furniture or parts thereof, all old iron, or other metal, or machinery of any kind or of any major parts thereof, glass, grass, cardboard, old lumber, old wood, or tires.

"Premises" means any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips and street.

"Refuse" means and includes all trash, dirt, garbage, discarded food, animal and vegetable matter, cans, bottles, and ashes.

"Responsible person" means the owner, any agent, lessee or tenant of any premises.

"Storage area" means any open area of a parcel of land in a residential, commercial and industrial use district.

(Ord. 867 § 1 (part), 2005).

15.24.020 Types of nuisances designated.

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the enforcement officer determines that any of these conditions exist upon any premises or in any lake, river, stream, drainageway or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

- A. The existence of any junk as defined in this chapter; provided, junk vehicles may be dealt with under Chapter 8.20 of this code if they qualify under the definitions in that chapter. In addition, the retention, parking or storage of any unauthorized vehicle on the public rights-of-way of the city or on private property unless so retained, parked or stored as expressly permitted in Title 18 (Development Code) of this code. For the purposes of this section, an "unauthorized vehicle" is as defined in RCW Section 8.20.010(D) and the procedure set forth therein may be followed without regard to the nuisance abatement procedure provided in this chapter;
- B. The accumulation of materials or objects in a storage area when the same endangers property and/or safety or creates unsanitary conditions;
- C. The retention of wastes that are not in a covered receptacle which include, but are not limited to, bones, meat, hides, skins, whole or parts of any dead animal, fish, fowl or reptile;
- D. The existence of any places which are likely to attract flies, mosquitoes, and vermin or which are foul or malodorous, including, but not limited to, privies, vaults, cesspools, sumps and pits;
- E. The existence of any junk or refuse on any premises as defined in this chapter;
- F. The existence of any noxious weeds, growing or otherwise, without the proper retention in a covered receptacle, including, but not limited to, poison oak, poison ivy, Russian thistle, or other such weeds;
- G. The growing of blackberry vines that create a visibility obstruction at intersections, alleys, driveway entrances or that grow onto another person's property, as well as tall grass and/or weeds which become over one foot in height;
- H. The existence of items that may become a fire hazard;
- I. The storage or keeping on any premises for more than thirty days of any used or unused building materials as defined in this chapter, whose retail cost new would exceed one thousand dollars, without a special permit from the director; provided, the business is permitted under the zoning ordinance and other applicable ordinances of the city. Nothing in this section shall:
 - 1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being pursued diligently to completion,
 - 2. Prohibit such storage without a permit upon the premises of a bona fide lumberyard, dealer in building materials or other commercial enterprise,
 - 3. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

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- J. The existence of any fence or other structure or thing on private property which is sagging, leaning, fallen, decayed, dilapidated, or in an unsafe condition;
 - K. Violation of the zoning ordinance (RMC Title 18), health and welfare regulations (RMC Title 8), and building and construction codes (RMC Title 14);
 - L. The existence on any premises, in a place accessible to children, of any attractive nuisance;
 - M. The existence of any drainage onto or over any sidewalk or public pedestrian way;
 - N. The existence of any bees, Africanized honey bees, yellow jackets, hornets or wasps that harbor in colonies, hives, apiaries or nests which are not authorized by ordinance or statute and are not in full compliance with the Revised Code of Washington or the Washington Administrative Code;
 - O. The existence of any graffiti as defined in this chapter;
 - P. The existence of any heat pump and/or air conditioner unit that is ground mounted, unless screened by shrubs or fence from the adjacent property;
 - Q. The existence of any floor or display lighting unless used and constructed so as to not unduly illuminate the surrounding properties and not create a traffic hazard. Lighting maintained by the city on public rights-of-way and lighting of athletic fields are exempt from this provision.

(Ord. 867 § 1 (part), 2005).

15.24.030 Unlawful acts designated.

- A. It is unlawful for any person to permit, maintain, suffer, carry on or allow upon any premises or in any lake, river, stream, drainage way or wetlands, any of the acts or things declared by this chapter or any other ordinance of the city to be a public nuisance.
- B. Every owner of premises located in close proximity to an occupied dwelling unit shall keep such premises so as to prevent rodent, insect, or other pest infestation, and to prevent fire hazards.

(Ord. 867 § 1 (part), 2005).

15.24.040 Enforcement.

- A. The community development director for the city of Ridgefield shall be primarily responsible for the enforcement of this chapter under the supervision of the city manager. The community development director shall have the authority to delegate the implementation and enforcement of the city's adopted property maintenance regulations to another staff member within the community development department or to another staff member within a designated other city department.

The community development director or designee of the Ridgefield community development department or the chief of police or designee of the Ridgefield police ~~development~~ department as appropriate are identified as the administrative authority for the implementation and enforcement of the regulations.

~~B. It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.~~

~~B. The community development director or appointed designee having knowledge of any public nuisance, which includes substandard housing and dangerous buildings, shall cause any owner and/or tenant or other responsible person to be notified in writing of the existence of a public nuisance on any premises.~~

1. — A copy of the notification shall be forwarded to:

- a. — City manager;
- b. — Community development director;
- c. — City attorney; and
- d. — Chief of police.

2. — The community development director or appointed designee shall direct the owner and/or tenant, or other responsible person to abate the condition that constitutes a public nuisance within ten days or less after the date of the notice as determined by the abatement officer.

3. — The notice shall be substantially in the following form:

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

(Name and address of person(s) notified)

As owner, agent, lessee or other person occupying or having charge or control of the building, lot or premises at _____, you are hereby notified that the undersigned, pursuant to Chapter 15.24 of the Ridgefield Municipal Code, has determined that there exists upon or adjoining said premises the following condition contrary to the provisions of subsection _____ of Section 15.24.020:

You are hereby notified to abate said condition to the satisfaction of the undersigned within ten days of the date of this notice unless the Nuisance Abatement Officer shortens the time for good cause. If you do not abate such condition within said period, the City may abate the condition at your expenses or may file criminal charges, or both.

Abatement is to be accomplished in the following manner:

DESCRIPTION OF ABATEMENT MEASURES

Dated this ____ day of _____, 20____.

Signed: _____

TITLE

City of Ridgefield
PO Box 608
Ridgefield, Washington 98642
(360) 887-3557 (phone)
(360) 887-0861 (fax)

4. — Any order described in this section of this chapter shall be served on a responsible person. Service shall be deemed complete under any of the following conditions:

- a. — By delivering such notice to such person personally by any authorized person eighteen years of age or older;
- b. — By certified mail directed to a responsible person as defined in this chapter with return receipt requested; or
- c. — By posting upon any portion of the premises visible from a public place.

5. — If the whereabouts of the responsible person are unknown and the name cannot be ascertained by the community development director or appointed designee and the community development director or appointed designee shall make an affidavit to that effect, then the order shall be served by publishing the same twice, once each week for two consecutive weeks, in a local newspaper of general circulation in the city as defined by Section 1.16.020 of this code, as amended.

~~6. Whenever any declared nuisance shall be found to exist on any private or public property, the enforcement officer shall have the power and authority to issue a criminal citation if the nuisance has not been abated within the prescribed time limit set in this chapter.~~

(Ord. 867 § 1 (part), 2005).

15.24.050 Abatement by the city—Liability for costs.

In all cases where the community development director or appointed designee successfully proceeds with abatement, the responsible person or persons shall be liable for the city's direct costs for the abatement effort including, but not limited to, labor, materials, supplies, printing and publication. The community development director or appointed designee shall submit an invoice of costs to the responsible person or persons. Failure to pay the specified costs of this invoice will be considered a violation of this chapter.

(Ord. 867 § 1 (part), 2005).

15.24.060 Violations.

~~In addition to any other remedies provided for in this chapter, violations of any of the provisions of this chapter or the maintenance or existence of a public or private nuisance shall constitute an infraction and shall be governed by the Infraction Rules for Courts of Limited Jurisdiction (IRLJ). In the event the court determines that the defendant has committed an infraction, a civil penalty in the minimum amount of five hundred dollars, no more than two hundred fifty dollars of which may be suspended, shall be imposed upon the responsible person. Any additional penalty will be in the discretion of the court. Each day such incident is in existence shall constitute a separate and distinct infraction for the purpose of imposing a civil penalty. This section shall apply to nuisances declared as such by this or any other ordinance of the city.~~

(Ord. 867 § 1 (part), 2005).

NEW Chapter 15.25 JUNK VEHICLES AND AUTOMOBILE HULKS

15.25.010 Purpose and intent.

The purpose and intent of this chapter is to provide for and implement the greatest powers possible for facilitating the removal of junk vehicles, parts thereof, and automobile hulks from public and private property as authorized in accordance with any amendments that may hereafter be made.

15.25.020 Definitions.

The following words and terms used in this chapter shall have the following meanings except where otherwise defined in this chapter, and unless where used the context thereof clearly indicates to the contrary:

"Automobile hulk" means any material which is or may have been a motor vehicle, with or without all component parts, which is not self-propelled nor capable of carrying persons or property upon a public highway, street or road and which material is in such condition that its highest or primary value is its sale or transfer as parts or scrap metal.

"Director" means the community development director or designee, or such other person designated by the City Manager with the responsibility of enforcement under this Chapter.

"Junk vehicle" means a vehicle meeting at least three of the following requirements:

- (a) Is three years old or older;
- (b) Is extensively damaged, such damage including but not limited to any of the following: A broken window or windshield, or missing wheels or tires, or missing motor, or missing transmission;
- (c) Is apparently inoperable;
- (d) Has an approximate fair market value equal only to the approximate value of the scrap in it; or
- (e) a vehicle used for the storage of personal possessions, garbage or debris in such a manner that some or all of the vehicle's windows are obscured

"Landowner" means a legal owner of private property, a person with possession or control of private property, or a public official having jurisdiction over public property.

15.25.030 Nuisance.

The storing or keeping of junk vehicles, parts thereof, or automobile hulks on public or private property is declared to be a public nuisance, except as provided for in Section 15.25.050 of this chapter.

15.25.040 Enforcement.

- A. The director shall be primarily responsible for the enforcement of this chapter. The director shall have the authority to delegate the implementation and enforcement of the city's adopted property maintenance

regulations to another staff member within the community development department or to another staff member within a designated other city department.

- B. The director is identified as the administrative authority for the implementation and enforcement of the regulations contained in this chapter and are empowered to inspect and investigate complaints about the storing or keeping of junk vehicles, parts thereof, and automobile hulks on public and private property.
- C. It shall be unlawful to violate the provisions of this chapter. Enforcement of this chapter shall be governed by RMC Title 20.
- D. After notice to the vehicle owner and landowner as set forth in RMC Title 20 of the City's intent to dispose of the vehicle and after the conclusion of the hearing on appeal, if any, the Director shall direct the Ridgefield Police Department to dispose of the junk vehicle or automobile hulk, giving notice to the Washington State Patrol and the Washington Department of Licensing as required by law.

15.25.050 Exceptions.

The provisions of this chapter shall not apply under the following conditions:

- A. If a junk vehicle, parts thereof, or automobile hulk is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
- B. If a junk vehicle, parts thereof, or automobile hulk is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to RCW 46.80.130 as now enacted or hereafter amended.

15.25.060 General duty.

None of the provisions of this chapter are intended to create a cause of action or provide the basis for a claim against the city, its officials, or employees for the performance or failure to perform a duty or obligation running to a specific individual or specific individuals. Any duty or obligation created in this chapter is intended to be a general duty or obligation running in favor of the general public.

Chapter 18.395 ENFORCEMENT PROCEDURES AND PENALTIES

18.395.010 Purpose and authority.

It is the purpose of this chapter to provide specific guidance and procedures for code enforcement actions in the city of Ridgefield. It is the policy of the city to thoroughly and consistently enforce the rules and regulations of the municipal code, with primary emphasis on protection of the general health, safety and welfare. In addition, it is the policy of the city to strive for and achieve the highest level of voluntary compliance in all code enforcement actions with minimal use of punitive authority. Further, the city strives to resolve all code enforcement actions in a swift, fair and equitable manner.

(Ord. 767 § 1, 2000).

18.395.020 Applicability.

~~The provisions of this chapter shall apply to all code enforcement actions involving Titles 12, 13 and 18 of the Ridgefield Municipal Code (hereinafter "development code"). This chapter shall be enforced for the benefit of the health, safety and welfare of the general welfare, and not for the benefit of any particular person or class of persons.~~

It shall be unlawful to violate the provisions of Title 18. Enforcement of Title 18 shall be governed by this chapter and by RMC Title 20.

(Ord. 767 § 2, 2000).

18.395.030 Determination of violation.

There shall be appointed by the city council, or designee, of one or more code enforcement officers. The code enforcement officers shall determine if a violation of the development code has occurred. Such determination shall be based upon factual information that a clear violation of rule, regulation, procedure, standard, terms of any permit or approval granted per the Ridgefield Development Code, or any condition imposed on such a permit or approval has been violated in the course of permitting, construction or occupancy of a land use or development. It shall be the duty of the code enforcement officer to enforce this chapter. The code enforcement officer may call upon the police, fire, building, planning, public works or other appropriate city department and employees of the city to assist in enforcement of the development code.

(Ord. 767 § 3, 2000).

(Ord. No. 1325, § 2(Exh. A), 9-24-2020)

~~18.395.040 Violation types.~~

~~A. —Violations under this chapter may be either civil or criminal offenses as set forth in this section.~~

- ~~1. —Civil Offense. These code violations are those that do not present an immediate or impending threat to the health, safety or general welfare of those living or working in the immediate vicinity of the violation~~

or the general public. In addition, these offenses are typically easily remedied through a permitting procedure or alteration of a structure. These violations are typically not willful.

2. ~~Criminal Offense. Any person violating or failing to comply with the provisions of Title 18 and who has had a judgment entered against him or her pursuant to Section 18.395.060 or its predecessors within the past five years shall be subject to criminal prosecution and, upon conviction of a subsequent violation, shall be fined or imprisoned as a gross misdemeanor under the laws of the state of Washington. Each day of noncompliance with the provisions of Title 18 shall constitute a separate offense.~~

B. ~~The above criminal penalty may also be imposed for any other violation of Titles 12, 13 or 18 for which corrective action is not possible and for any willful, intentional or bad faith failure or refusal to comply with the standards or requirements of Titles 12, 13 or 18.~~

~~(Ord. 767 § 4, 2000).~~

~~(Ord. No. 1325, § 2(Exh. A), 9-24-2020)~~

18.395.050 Procedures.

A. ~~Unless otherwise specifically provided for within each chapter, the enforcement of the development code of the city shall govern code enforcement actions. Code enforcement actions within the city shall follow the procedures set forth in this section. Code enforcement actions follow the steps in subsections (1) through (3).~~

1. ~~Initial Notice. Upon receipt of a valid written complaint or observation of a violation by the code enforcement officer, the director shall give an initial notice in writing to the property owner or violator. The initial notice shall comply with Section 18.395.080, Contents of notices. The initial notice is not appealable.~~

a. ~~Service. Such initial notice shall be sent via U.S. mail or delivered by personal service.~~

b. ~~Time Frames for Compliance.~~

i. ~~Any violator shall have seven days to initiate steps toward compliance (i.e., application for permit, physical correction of violation), and shall have fourteen days from the date of the initial notice to complete correction of the violation. Depending on the nature of the violation, the time frames indicated for an initial notice may be adjusted by the officer to provide a reasonable time for compliance not to exceed thirty days following from the date of the initial notice.~~

~~(a) If remedy of the violation is pursued within established time frames, then there are not punitive consequences associated with an initial notice.~~

~~(b) If the violation is not corrected, then a corrective order and notice of potential civil penalty will be issued.~~

2. ~~Stop Work Order. The city may issue an emergency stop work order, either concurrent with the initial notice or at any time during the code enforcement process, if the city finds that the violation poses an immediate threat to the general health, safety or general welfare of the public or, if continued, would result in damage to public or private property or the environment. The stop work order shall contain the information in RDC 18.395.080, and shall be in full force and effect until the code enforcement officer or its designee determines that sufficient compliance has been achieved to warrant removal of the stop work order. Any continued work in violation of the stop work order shall be subject to criminal~~

prosecution in accordance with this chapter. A stop work order may be appealed per Section 18.395.090 provided that such an appeal shall not stay the effect of the stop work order.

3. ~~Corrective Order and Notice of Potential Civil Penalty.~~

- a. ~~If the violation is not corrected within the time frame established in the initial notice, the code enforcement officer shall issue a corrective order and notice of potential civil penalty. Contents of the corrective order and notice of potential civil penalty shall contain the information in RDC 18.395.080.~~
- b. ~~Service. Such corrective order and notice of potential civil penalty shall be sent via certified U.S. mail or delivered via personal service.~~
- c. ~~Time Frames for Compliance. Any violator shall have fourteen days following the corrective order and notice of potential civil penalty to complete correction of the violation. Depending on the nature of the violation, the code enforcement officer may file an extension of a reasonable time for compliance not to exceed thirty days following the corrective order and notice of potential civil penalty.~~
 - i. ~~If remedy of the violation is pursued within established time frames, then there are not further punitive consequences associated with a corrective order and notice of potential civil penalty.~~
 - ii. ~~If the violation is not corrected within the time frames established in the corrective order and notice of potential civil penalty, the city may impose a civil penalty per RDC 18.395.060.~~
- d. ~~A corrective order and notice of potential civil penalty may be appealed as provided for in Section 18.395.090.~~

(Ord. 767 § 5, 2000).

(Ord. No. 1178, § 2(Exh. A), 2-12-2015; Ord. No. 1325, § 2(Exh. A), 9-24-2020)

18.395.060 Civil penalty, injunctive relief, abatement, revocation and suspension of applicable permits, liens, and other remedies.

A. ~~Civil Penalty. Any person, firm or corporation which violates or continues to violate any provision of the development code or any chapter thereunder shall be liable to the city for a civil penalty up to one thousand dollars per violation per day. Each day upon which a violation occurs or continues shall constitute a separate violation. If the city concludes it should prosecute the violator under the criminal section as provided for in this title, such decision shall not compromise its ability to seek both criminal and civil penalties provided for in this chapter. The civil penalty shall generally be applied to any violations when deemed effective and appropriate. In addition to the civil penalty amounts assessable herein, the city may also recover reasonable attorney's fees, reasonable fees for planning costs, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses and the costs of any actual damages incurred by the city, including penalties for noncompliance with any state or federal regulatory permit to the extent attributable to the violator.~~

~~The civil penalty constitutes a personal obligation of the person or persons to whom the citation is directed. The city attorney on behalf of the city is authorized to collect the civil penalty by use of appropriate legal remedies, the seeking or granting of which shall neither stay nor terminate the accrual of additional per diem penalties so long as the violation continues.~~

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- B. — Injunctive Relief. When the code enforcement officer finds that any person, firm or corporation has violated and continues to violate or threaten to violate any provision of the development code or any chapter thereof or order issued under the development code by the code enforcement officer, then the city, through the city attorney, may petition to the appropriate court with jurisdiction for the issuance of a temporary or permanent injunction or restraining order as is deemed appropriate which restrains the continued violation of any provision of this code or compels the specific performance as required or such other requirement imposed by the development code on the activities of the violator. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action against the violator.
- C. — Abatement. When judgment is rendered by the Ridgefield municipal court against any person, persons, firm or corporation, finding them guilty of violation of the development code, it shall be the duty of the court before whom the conviction is had, in addition to imposing the penalty or penalties provided for in this title, to order the defendant or defendants in such action to forthwith abate such violation and remove any nuisances; and if such violation is not abated or nuisance removed by such offender within twenty-four hours thereafter, or such time allowed by the court, it shall be abated and removed by order of the director on authority of the court, or by any other individual authorized by order of the court, which order of abatement shall be entered upon the docket of the court and made a part of the judgment in the action. The provisions of this section relative to the abatement of violation of the development code are not exclusive, and all other rights or remedies of the city, and any citizen thereof, relative to the abatement of development code violations, are declared to remain in full force and effect.
- D. — Revocation and Suspension of Applicable Permits. When the city finds that any person, firm or corporation continues to violate or threatens to continue to violate any provision of the development code, the city reserves the right to deny, suspend or revoke any applicable permit or land use request, and further reserves the right to withhold or refuse to process any applicable permit or land use request which is authorized under the city municipal code. The code enforcement officer is authorized to immediately suspend the application of any permit or the activity provided thereunder in the event of the immediate threat to the public health or safety. In the event the planning director or code enforcement officer deems it appropriate to revoke any applicable permit granted under the development code, he shall so notify the violating party and shall thereafter note the matter for public hearing by the planning commission. Notice of such public hearing shall be pursuant to Section 18.310.100.
- E. — Liens. Upon order and judgment by municipal court of any violation of the development code, the city may seek to have liens placed against the property subject to the code enforcement action in amounts equal to the costs incurred in enforcing the development code not otherwise paid by the violator.
- F. — Other Remedies. Provisions related herein regarding enforcement of the development code are not exclusive remedies. The city reserves the right to take any and all or a combination of these actions concurrently or sequentially against a noncompliant person, firm or corporation or may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the violator to conduct environmental remediation.

(Ord. 767 § 6, 2000).

(Ord. No. 1325, § 2(Exh. A), 9-24-2020)

Editor's note(s) — Ord. No. 1325, § 2(Exh. A), adopted Sep. 24, 2020, amended the title of § 18.395.060 to read as herein set out. Former § 18.395.060 was titled, "Civil penalty, injunctive relief, revocation and suspension of applicable permits and other remedies."

18.395.070 Criminal prosecution.

- A. — Any person, firm or corporation which repeatedly violates any section of the development

code or Titles 12 or 13 or violates the prohibitions found in Section 18.395.040(A)(2), shall be guilty of a gross misdemeanor unless otherwise stated. Said violators shall be prosecuted under the laws of the state of Washington and/or Ridgefield Municipal Code Chapter 9.01 and shall be fined or imprisoned as provided by the law of the state of Washington.

B. — In addition to the criminal penalty amounts assessable herein, the city may also recover reasonable attorney's fees, reasonable fees for planning costs, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses and the costs of any actual damages incurred by the city, including penalties for noncompliance with any state or federal regulatory permit to the extent attributable to the violator.

(Ord. 767 § 7, 2000).

(Ord. No. 1325, § 2(Exh. A), 9-24-2020)

18.395.080 Contents of notices.

A. — Whenever the code enforcement officer issues a notice or order pursuant to this chapter, it shall contain the following:

1. — The name and address of the person or persons to whom the notice of violation is directed;
2. — The street address when available or a legal description sufficient for the identification of the building, structure, premises or land upon which or within which the violation is occurring;
3. — A concise description of the history of the violation, including dates of prior notices and/or orders and the name of the officer involved in each of these prior steps;
4. — Copies of all prior formal written correspondence advising the property owner of the violation and corrective measures;
5. — A concise description of the nature of the violation;
6. — A statement of the action(s) required to be taken as determined by the officer and the date(s) for correction as set forth in the applicable sections of this chapter;
7. — For an initial notice: A statement that the city will issue a corrective order and notice of potential civil penalty pursuant to RDC 18.395.050.A.3 if the violation is not corrected in the established time frame.
8. — For a corrective order and notice of potential civil penalty: A statement that the city may impose a civil penalty pursuant to RDC 18.395.060 if the violation is not corrected in the established time frame.
9. — For a corrective order and notice of potential civil penalty: A statement that a maximum cumulative civil penalty in the amount of one thousand dollars per violation per day shall be assessed against the person to whom the notice of violation is directed for each and every day following the date set for correction on which the violation continues, and a statement of the section of the Ridgefield Municipal Code authorizing such penalty;
10. — For a stop work order or a corrective order and notice of potential civil penalty: A statement that the code enforcement officer's determination of violation may be appealed to the city's hearing examiner pursuant to Section 18.310.100 and that the penalty shall not accrue while an administrative appeal is pending, but that mitigation or abatement may be to relieve an immediate threat to the health, safety and general welfare of the community or environment.
11. — Staff contact information for additional information.

(Ord. 802 § 11 (part), 2002; Ord. 767 § 8, 2000).

{Ord. No. 1325, § 2(Exh. A), 9-24-2020}

18.395.090 Appeals.

~~A stop work order or a correction order and notice of potential civil penalty may be appealed to the Ridgefield hearing examiner pursuant to Section 18.310.100. Appeals of criminal citations under this title shall be processed in accordance with applicable state and municipal laws. Written notice of appeal must be filed with the city clerk and the code enforcement officer within fourteen days of the date on the order or notice to be appealed.~~

~~(Ord. 802 § 11 (part), 2002; Ord. 767 § 9, 2000).~~

{Ord. No. 1325, § 2(Exh. A), 9-24-2020}

18.395.100 Subdivision violations.

- A. Any person, firm or corporation, association or any agency of any person, firm or corporation who violates any provision of Chapters 18.600 or 18.610 (Subdivisions and Short Plats) leading to the sale, offer of sale or lease or transfer of any lot, tract or parcel of land shall be guilty of a gross misdemeanor and each sale, offer of sale or lease or transfer of each separate parcel, tract or lot of land in violation of any provision of those titles shall be deemed a separate and distinct offense.
- B. Whenever land within a subdivision granted final approval is used in a manner or for a purpose which violates any provision of Chapters 18.600 and 18.610 (Subdivision and Short Plats) or any term or condition of plat approval prescribed for the plat by the city and the city attorney may commence an action to restrain and enjoin such use and compel compliance of provisions of Chapters 18.600 or 18.610 or with such terms and conditions. The cost of such action shall be taxed against the violator.
- C. No building permit, utility permit or other development permit shall be issued for any lot, tract or parcel of land divided in violation of Chapters 18.600 or 18.610. This prohibition contained in this section shall not apply to any innocent purchaser for value without actual notice of the act or acts constituting the violation. All purchasers or transferees' property shall comply with the provisions of this title in accordance with RCW 58.17.

(Ord. 767 § 10, 2000).

Chapter 18.500 SITE PLAN REVIEW¹

18.500.070 Conditions, revocation of approval, term and appeals.

- A. The review body may impose conditions of approval as necessary to protect the public interest, achieve compliance with the RUACP, or to mitigate any adverse impacts resulting from uses or impacts subject to this chapter.
- B. Failure to comply with required conditions within the time period specified by the review body shall render the approval null and void.
- C. Land use approval for all types of site plans, other than those approved through the subdivision or PUD process, shall expire within three years from the date the city issues the final decision unless within that time, the developer has obtained the permits from the building department and there has been substantial construction activity pursuant to the required permits. If no construction is involved, then the approval shall be void after one year unless the permitted activity is regularly conducted on the premises. The burden of proving substantial construction is on the applicant.
- D. The review authority, on its own motion, may initiate proceedings, consistent with the procedures provided in RDC 18.395.050, ~~Enforcement Procedures and Penalties~~ and RMC Title 20, to revoke site plan approval for noncompliance with the requirements of the title or conditions of approval listed in the final decision approving the site plan.
- E. Appeals of a site plan decision may be appealed consistent with the provisions of RDC 18.310.100, Appeal Procedure.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1178, § 2(Exh. A), 2-12-2015)

Note(s)—See editor's note at § 18.500.050.

¹Editor's note(s)—Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.500 in its entirety to read as herein set out. Former Ch. 18.500, §§ 18.500.010—18.500.090, pertained to similar subject matter, and derived from Ord. No. 1108, § 2, 7-26-2012; Ord. No. 861, § 2, 2004; Ord. No 676, § 1(part), 1995.

Chapter 18.710 SIGNS¹

18.710.070 Nonconforming signs, maintenance, removal and enforcement.

- A. Nonconforming signs. Any lawful nonconforming sign may be continued, as long as it is maintained only in the manner and to the extent that it existed at the time it became nonconforming. Illegal signs shall not be considered nonconforming signs. Nonconforming signs are subject to the provisions of Chapter 18.340 (Nonconforming Uses).
- B. Maintenance. It is unlawful for any owner of record, lessor, lessee, manager or other person having lawful possession or control over a building, structure or parcel of land to fail to maintain any signs on the building, structure or parcel in compliance with this chapter and the Development Code. Failure to maintain a sign constitutes a violation of this chapter, and shall be subject to enforcement under the provisions of Title 9 and/or Title 15.
 - 1. Sign maintenance. All signs, whether or not in existence prior to adoption of this chapter, shall be maintained. Maintenance of a sign shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to comply with the requirements and contents of the sign permit issued for its installation and provisions of this chapter.
 - 2. Landscape maintenance. Required landscaped areas associated with an approved sign shall receive regular repair and maintenance. Plant materials that do not survive after installation in required landscape areas are required to be replaced within six months of the plant's demise or within the next planting season, whichever event first occurs.
- C. Removal. Any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs which are currently not in use, or are not proposed for immediate reuse by a sign permit application for a permitted sign, shall be removed. In addition to the remedies in the Municipal Code Chapter 15.24, the Director shall have the authority to require the repair, maintenance or removal of any sign or sign structure which has become dilapidated or represents a hazard to the safety, health or welfare of the public, at the cost of the sign and/or property owner.
- D. Enforcement. Violations of the provisions of this chapter shall be enforced according to ~~Chapter 15 and Chapter 18 of the Ridgefield Municipal Code~~Chapter 18.395 and RMC Title 20.

(Ord. No. 1227, § 2(Exh. A), 6-22-2017)

¹Editor's note(s)—Ord. No. 1227, § 2(Exh. A), adopted June 22, 2017, repealed the former Ch. 18.710, §§ 18.710.010—18.710.140, and enacted a new chapter as set out herein. The former Ch. 18.710 pertained to similar subject matter and derived from Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013; and Ord. No. 1178, § 2(Exh. A), adopted Feb. 12, 2015.

Chapter 18.715 EXTERIOR LIGHTING¹

18.715.080 Penalties for violation.

Any violation of the provisions of this chapter shall constitute a civil offense, enforceable pursuant to ~~RDC 18.395~~Chapter 18.95 and RMC Title 20.

(Ord. No. 1132, § 2(Exh. A), 7-11-2013)

¹Editor's note(s)—Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.715 in its entirety to read as herein set out. Former Ch. 18.715, §§ 18.715.010—18.715.100, pertained to similar subject matter, and derived from Ord. No. 1108, § 2(Exh. A), 7-26-2012.

Chapter 18.740 FENCES AND WALLS¹

18.740.060 Enforcement.

The provisions of this chapter are enforceable pursuant to Chapter 18.395 [and RMC Title 20](#).
(Ord. No. 1132, § 2(Exh. A), 7-11-2013; Ord. No. 1370, § 2(Exh. A), 9-8-2022)

¹Editor's note(s)—Ord. No. 1132, § 2(Exh. A), adopted July 11, 2013, amended Ch. 18.740 in its entirety to read as herein set out. Former Ch. 18.740, §§ 18.740.010—18.740.060, pertained to similar subject matter, and derived from Ord. No. 1108, § 2, 7-26-2012; Ord. 676 § 1 (part), 1995).

Chapter 18.750 FLOOD CONTROL*

18.750.030 General provisions.

- A. Lands to Which this Chapter Applies. This chapter shall apply to all areas of special flood hazards within the jurisdiction of the city of Ridgefield.
- B. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report titled "The Flood Insurance Study for Clark County, Washington, and Incorporated Areas" dated September 5, 2012, and any revisions thereto, with accompanying Flood Insurance Rate Map (FIRM) dated September 5, 2012, and any revisions thereto, are adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and the FIRM are on file at Ridgefield City Hall, 230 Pioneer Avenue, Ridgefield, Washington. The best available information for flood hazard area identification as outlined in Section 18.750.040(D)(2) shall be the basis for regulation until a new FIRM is issued which incorporates the data utilized under section 18.750.040(D)(2).
- C. Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions), shall be remedied through the provisions of Chapter 18.395, ~~Enforcement Procedures and Penalties~~ and RMC Title 20. Nothing herein contained shall prevent the city of Ridgefield from taking such other lawful action as is necessary to prevent or remedy any violation.
- D. Abrogation and Greater Restrictions. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- E. Interpretation. In the interpretation and application of this chapter, all provisions shall be:
 - 1. Considered as minimum requirements;
 - 2. Liberally construed in favor of the governing body; and
 - 3. Deemed neither to limit nor repeal any other powers granted under state statutes.
- F. Warning and Disclaimer of Liability. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city of Ridgefield, any officer or employee thereof, or the Federal Insurance Administration, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 971 § 2 (part), 2007).

(Ord. No. 1111, § 2(Exh. A), 8-9-2012)

Chapter 18.755 EROSION CONTROL*

18.755.080 Enforcement.

Each violation by any person, corporation, or other business or nonprofit entity in connection with the approved permit, of the construction shall result in ~~a five hundred dollars civil fine for each violation~~enforcement action pursuant to Chapter 18.395 and RMC Title 20.

(Ord. 840 § 8, 2004).

Chapter 18.840 TREES¹

18.840.140 Non-compliance, penalty, and enforcement.

Any violation of the terms of Chapter 18.840 shall be enforced in accordance with ~~the procedures of~~ RDC 18.395 and RMC Title 20. Each tree involved in the violation constitutes a separate offense. The following remedies shall apply for violations of this chapter in addition to the remedies available in ~~RDC 18.395~~ Title 20:

- A. Voluntary Compliance Process. A voluntary compliance agreement shall contain the following:
 - 1. A commitment by the violator to submit and carry out a tree replacement program that is approved by the city manager, or designee. The agreement shall require at minimum the planting of replacement trees at a 1:1 inch per inch (DBH) ratio to the trees removed in violation of this chapter. The size and quality of the mitigation nursery stock shall be approved by the city. If the applicant's property is deemed inadequate in size to accommodate the replacement trees, then a fee may be paid into a fund dedicated to parks maintenance at the minimum rate for installation of a one and three-quarter-inch caliper tree to city standards.
 - 2. Trees that have been planted as part of a mitigation planting will not be covered by the minimum thresholds for trees requiring a permit for removal.
- B. Penalties. Any person or organization causing the illegal removal of a tree who does not enter into a voluntary compliance agreement may be fined a sum not to exceed the equivalent of three times the appraised value of the tree based on the latest revision of the council of tree and landscape appraiser's evaluation method but in any case an amount not less than one thousand dollars per violation.

(Ord. No. 1372, § 2(Exh. A), 10-13-2022)

¹Editor's note(s)—Ord. No. 1372, § 2(Exh. A), adopted Oct. 13, 2022, amended Ch. 18.840 in its entirety to read as herein set out. Former Ch. 18.840, §§ 18.840.010—18.840.060, pertained to heritage trees and derived from Ord. No. 1241, § 2(Exh. A), adopted Oct. 12, 2017.

1.08.020 Misdemeanors—Penalty generally.

Unless otherwise provided in this chapter, **Chapter 20**, or in an ordinance prescribing a crime, all misdemeanors shall be punishable by a fine of not more than five hundred dollars.

(Ord. 352 § 7, 1976).

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1417 - Cloverhill Phases 3B and 10 Zone Change

GOVERNING LEGISLATION

RCW 36.70A - Growth Management
RMC 18.320 - Amendments

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report

ORDINANCE NO. 1417

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING THE ZONING OF ASSESSOR'S PARCELS 215865000 AND 986047335

WHEREAS, on September 13, 2023, staff received an application to change the zoning on Assessor's Parcels 215865000 (Cloverhill Phase 3B) and 986047335 (Cloverhill Phase 10) from Residential Low Density 8 (RLD-8) to Residential Low Density 4 (RLD-4); and

WHEREAS, the RLD-8 and RLD-4 zones both implement the Urban Low (UL) comprehensive plan designation and therefore no concurrent comprehensive plan amendment is required; and

WHEREAS, zone change proposals are subject to the applicable criteria in Ridgefield Municipal Code (RMC) Chapters 18.320 – Amendments and 18.310.090 – Type IV procedure; and

WHEREAS, the proposal meets the approval requirements set forth in RMC 18.310.090 and RDC 18.320; and

WHEREAS, the City of Ridgefield submitted notice to the Washington State Department of Commerce on October 5, 2023 meeting the sixty (60) day State agency/public review process as prescribed by RCW 36.70A; and,

WHEREAS, the Ridgefield Planning Commission conducted a public hearing on the proposed zone change on November 1, 2023 during which specific time was given for the public to provide oral and written testimony on the amendments and at the conclusion of the public hearing the Planning Commission voted unanimously to forward a recommendation to City Council approving the proposal; and,

WHEREAS, consistent with WAC 197-11-340(2), on December 4, 2023 the City of Ridgefield issued a SEPA Determination of Non-Significance (DNS) regarding the proposal; and,

WHEREAS, the SEPA DNS public comment period expired on December 18, 2023 and the City addressed all comments received; and,

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposal during a regularly scheduled City Council meeting held on December 1, 2023; and

WHEREAS, the Ridgefield City Council conducted the second ordinance reading on the proposal during a regularly scheduled meeting held on December 21, 2023; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to change the zoning on Assessor's Parcels 215865000 (Cloverhill Phase 3B) and 986047335 (Cloverhill Phase 10) from Residential Low Density 8 (RLD-8) to Residential Low Density 4 (RLD-4).

Section 2. Adoption of the Updated Zoning Map. The City Council for the City of Ridgefield hereby adopts the updated zoning map attached hereto as Attachment A superseding all previously adopted zoning maps.

Section 3. Compliance with the Ridgefield Municipal Code. The City of Ridgefield has met its obligations under RMC 18.310.090 and 18.320 and finds no additional compliance actions are necessary.

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.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 6. Applicability. This ordinance shall be applied in the current city limits and City of Ridgefield Urban Growth Area (UGA) as adopted by the Ridgefield City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 21st DAY OF DECEMBER, 2023.

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: December 7, 2023
Second Reading/Passage: December 21, 2023
Date of Publication:
Effective Date:

Attachment A: Zoning Map Update



THE CITY OF RIDGEFIELD

510 Pioneer Street Ste B | P.O. Box 608 | Ridgefield, WA

Ordinance No. 1417 Cloverhill Phases 3B and 10 Zone Change

File No. MASTER-23-0047, PLZ-23-0071

Council Staff Report

November 1, 2023

I. BASIC INFORMATION

Application submitted: September 13, 2023

City Council public hearing: December 7, 2023

Proposal: Change the zoning in two undeveloped phases of the Cloverhill Planned Unit Development (PUD) from Residential Low Density 8 (RLD-8) to Residential Low Density 4 (RLD-4).

Location: Phase 3B: 2067 S Royle Rd / Ridgefield, WA 98642. #70 S29 T4N R1E WM, Assessor's #215865000, 14.85 acres.

Phase 10: No situs address. #97 S29 T4N R1E WM, Assessor's #986047335, 3.87 acres.

Applicant: SGA Engineering. 2005 Broadway / Vancouver, WA 98663. Contact: Scott Taylor, 360-993-0911, staylor@sgaengineering.com

Property owners: Phase 3B: Newberry LLC. 2122 S Victory Ct / Ridgefield, WA 98642. Contact: Chris Sundstrom, 360-624-3116, chris@evergreenhomesnw.com

Phase 10: Burton Investments LLC. 12808 NW 46th Ave / Vancouver, WA 98685. Contact: David Burton, 360-798-6520, david@fortresscorporation.com

Comprehensive plan designation: Urban Low (UL)

Current zoning: Residential Low Density 8 (RLD-8)

Staff contact: Claire Lust, Community Development Director, 360-857-5024, claire.lust@ridgefieldwa.us

II. BACKGROUND AND PROPOSAL

Cloverhill Preliminary PUD – PLZ-16-0088

The Hearing Examiner approved the Cloverhill Preliminary Planned Unit Development (PUD) on April 11, 2017. The project included 455 lots in the RLD-4 and RLD-8 zones.

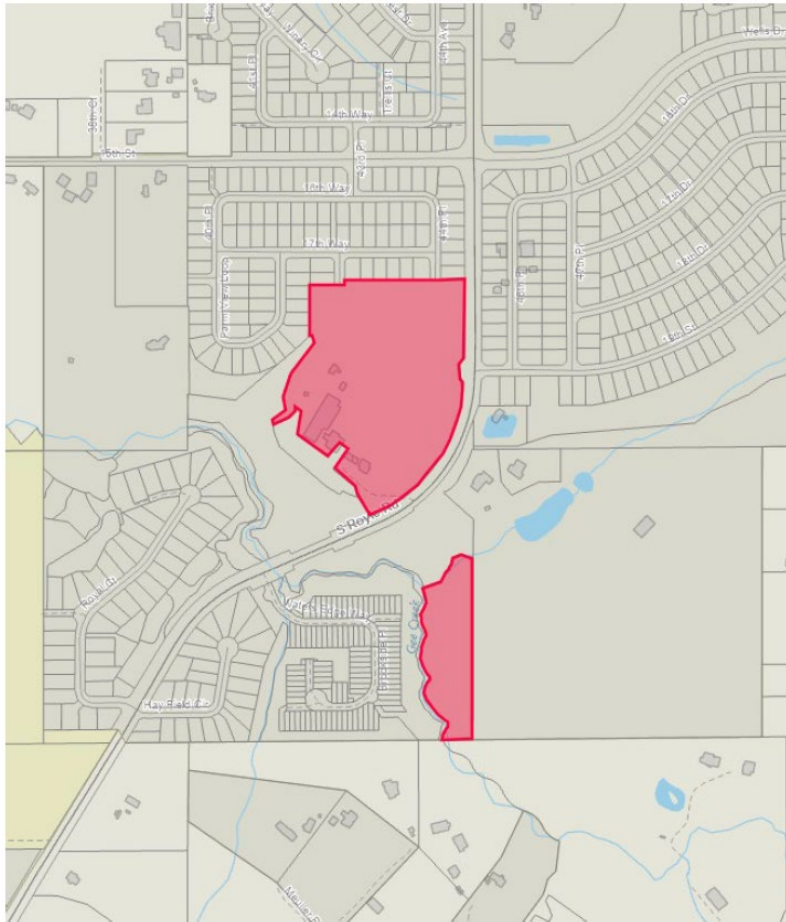
[illegible]

Staff approved a post-decision review (PDR) adding 40 additional residential lots in Cloverhill Phases 7 and 8 on October 22, 2019. As a condition of approval, the applicant was required to reduce the number of lots in other phases of Cloverhill by at least 40 in order not to exceed the overall number of lots approved in the PUD (455). At the time of the PDR, the applicant proposed reducing the number of lots in Phase 3 as part of the strategy to meet this requirement, due to environmental constraints in the southern portion of Phase 3 adjacent to Gee Creek.

[illegible]

Phases 3B and 10 Zone Change - PLZ-23-0071

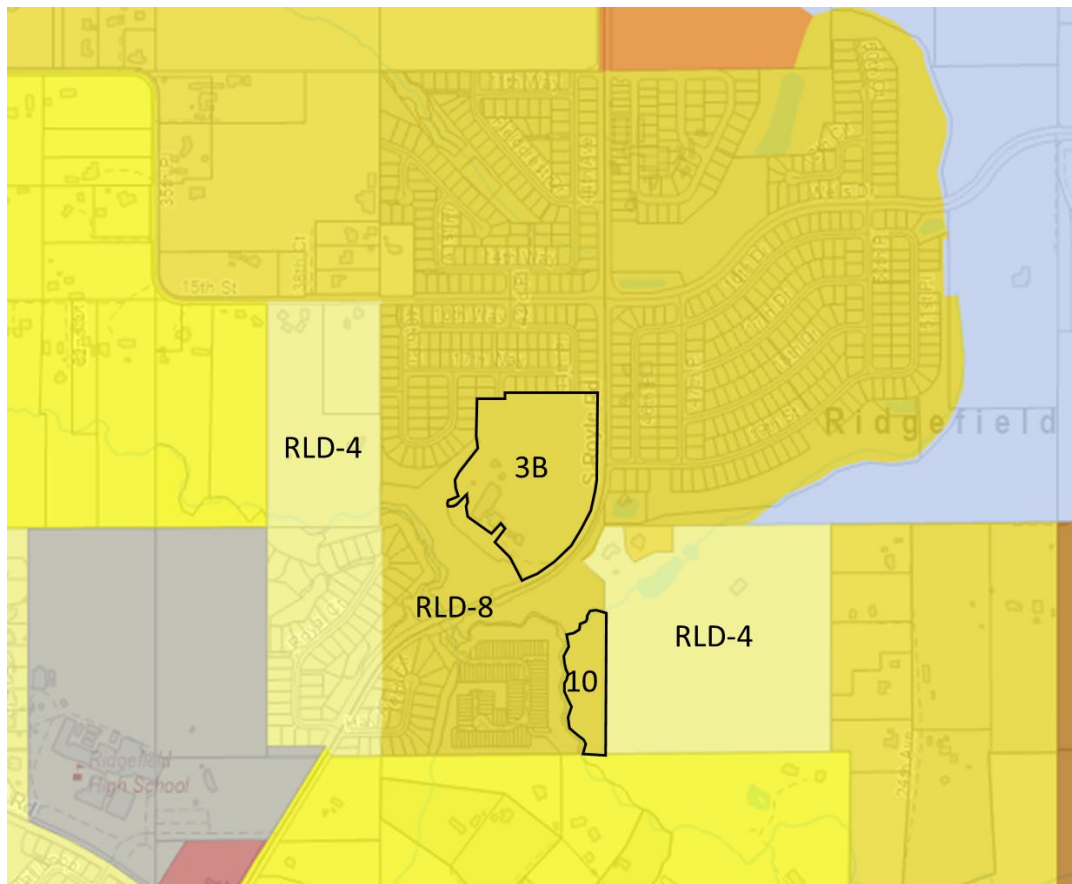
Figure 3. Cloverhill Phases 3B and 10



To satisfy the condition of approval described for PLZ-19-0083 and better work within environmental constraints, the applicant intends to reduce the number of lots in Phases 3B and 10. Decreasing the number of lots in these Phases would also decrease their density. Fewer, larger lots in Phases 3B and 10 would not achieve RLD-8 density, which requires 6-8 units per net developable acre. Therefore, the applicant proposes a reduction to RLD-4 density, which requires 4 units per net developable acre.

The proposal is consistent with surrounding land uses, which are all Urban Low Density. Cloverhill Phases 1, 2, 3A, 4, 7, 8, and 9 are zoned RLD-8. Cloverhill Phases 5 and 6 have both RLD-4 and RLD-8 zoning. The large parcel immediately to the east of Phase 10 and southeast across S Royle Road from Phase 3B is zoned RLD-4. Seven Wells Estates PUD is across S Royle Road from Phase 3B and is zone RLD-8. See Figure 4.

Figure 4. Zoning



This request is for the zone change only. Upon approval, the applicant would subsequently apply for post-decision review proposing new layouts for Phases 3B and 10 meeting RLD-4 zoning requirements and otherwise complying with the approved Preliminary PUD. Staff would review the PDR using an administrative process. With PDR approval, the applicant could apply for engineering approval and final plat approval, then begin submitting building permits for homes in Phases 3B and 10.

III. COMPLIANCE WITH RDC 18.320 - AMENDMENTS

RDC 18.320.020 – Amendment process.

- A. *The City shall consider amendments to the RUACP no more frequently than once every year, except as authorized under RCW 36.70A.130(2)(i.–v.). All proposals shall be considered by the city council concurrently so the cumulative effect of various proposals can be ascertained. (RCW 36.70A.130.2.)*

Findings

The request is for a zone change only. No concurrent comprehensive plan designation change is required, as the RLD-8 and RLD-4 zones are both in the UL designation. This standard does not apply.

- B. *The City shall coordinate the timing of its annual review process so as to be consistent with county plan amendment procedures.*

Findings

Zone changes are not part of the RUACP annual review. This standard does not apply.

- C. *To be considered during the annual amendment review process, an applicant must file a petition no later than July 1 for the petition to be considered during that calendar year, except that the city may propose an amendment after this deadline so long as it meets the requirements of RMC 18.320.020.A–B. and the city's adopted public participation process.*

Findings

Zone changes are not part of the RUACP annual review. This standard does not apply.

RDC 18.320.050 – *Approval criteria.*

- A. *Zoning district map amendments shall be consistent with the Ridgefield Urban Area Comprehensive Plan (RUACP) map. Where the proposed amendment is not consistent with the RUACP map, the petitioner shall also file a petition to amend the RUACP map. Amendments to zoning district maps or text must be consistent with the goals and policies of the RUACP.*

Findings

The proposed zone change from RLD-8 to RLD-4 is consistent with the RUACP map, because the RUACP designation would remain as UL. No comprehensive plan amendment is required.

Council may consider the proposal in relation to the following [RUACP](#) policies (this list is not exhaustive):

- LU-1 Citywide land supplies. Establish land supplies and density allowances that are sufficient but not excessive to accommodate adopted long-term City of Ridgefield population, public facilities, and employment forecast allocations.
 - LU-2 Efficient development patterns. Encourage efficient development throughout Ridgefield. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly by public schools, transportation and transit services.
 - LU-4 Compatible uses. Facilitate development that minimizes adverse impacts to adjacent areas.
 - HO-1 Accommodate growth. Provide a continuous and adequate supply of residential land to meet long-range multifamily and single-family housing needs for the City's anticipated population growth.
 - HO-2 Residential development density. Encourage a mix of single-family and multifamily housing that achieves an overall goal of six units per net acre. Six units per acre is approximately 7,000-square-foot lots. However, the goal is to have a variety of housing options so that more dense development of townhomes and apartments balances with some large-lot, single-family residences.
- B. *Amendments to this title or to the RUACP must be consistent with the concurrency requirements of the CFP and shall not result in level-of-service deficiency for any capital facility or service identified in the CFP.*

Findings

Staff finds that reducing the density of Cloverhill Phases 3B and 10 from RLD-8 to RLD-4 would not result in level-of-service deficiencies.

- C. *If the petition necessitates a RUACP text or a CFP project amendment, the applicant shall demonstrate that changed circumstances affecting the public health, safety, and general welfare justifies the amendment.*

Findings

Staff finds that the proposal does not necessitate a RUACP text or CFP project amendment.

- D. *The city shall not approve any amendment petition which is contrary to state or federal law.*

Findings

Staff finds that the proposal is not contrary to state or federal law.

IV. PROCESS

<u>Date</u>	<u>Milestone</u>
October 18, 2023	Combined notice of Planning Commission and City Council public hearings published and posted
November 1, 2023	Planning Commission public hearing and recommendation to Council
December 7, 2023	City Council public hearing and 1 st reading
December 21, 2023	City Council public meeting and 2 nd reading/adoption

V. PLANNING COMMISSION

Planning Commission held a public hearing on the proposed zone change on November 1, 2023. Commissioners debated the merits and risks of downzoning a residential property and came to the consensus that in this case, the environmental constraints on the site and increased density in other phases of the Cloverhill PUD justify the proposed action. Planning Commission voted unanimously to recommend approval of the proposed zone change to Council.

VI. PUBLIC COMMENT

Staff have received no public comments as of November 30, 2023.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 7, 2023

AGENDA ITEM NAME: Public Hearing and Second Reading of Ordinance No. 1415 - 2024 Proposed Budget

GOVERNING LEGISLATION

Revised Code of Washington Chapter 35A.33, City of Ridgefield Financial Policy #07: Budget.

PREVIOUS COUNCIL ACTION TAKEN:

The City Council conducted a public hearing on the proposed 2024 revenue sources at the November 2, 2023 council meeting. The council has held 2 work sessions and one presentation on the proposed 2024 budget. The City Council conducted a public hearing and first reading on the proposed 2024 budget on November 16, 2023.

SUMMARY/BACKGROUND:

The 2024 budget represents the proposed fiscal plans for the City of Ridgefield for calendar year 2024. It took the collaborative efforts of the Budget Advisory Committee, City Council, senior management, staff, and citizen input to develop and create the budget. Meetings were held throughout the budget development process to discuss the budget in more detail and to ensure understanding. These meetings included three Budget Advisory Committee meetings, which were held on August 15h, September 19th, and October 17th . The City also conducted two City Council work sessions, which were held on August 27th, and September 24th, and one presentation on October 26th. Input and feedback gained throughout this process was reviewed and incorporated into the budget as appropriate. Copies of the budget have been made available to the Budget Advisory Committee, City Council, senior management, and staff for review as updates were made throughout the process. A proposed draft of the budget was made available to the public on the City's website on November 1, 2023.

BUDGET/FINANCIAL IMPACTS:

The 2024 budget proposes total revenues of \$79.6 million and \$88 million in expenses. The proposed budget includes the use of contingent reserves in the General Fund for one-time capital and initiative requests and the use of capital reserves to fund multiple capital projects.

The 2024 budget proposes an operating budget of \$24.7 million, a capital budget of \$52.3 million, a special revenue budget of \$1.05 million, a capital service budget of \$8.1 million and a debt service budget of \$1.8 million (General Government), for a total budget of \$88,036,201.

The net impact on the overall fund balance is a decrease of \$8.4 million. In addition, the budget proposes revenues of \$7.4 million in new grants, \$34.5 million from potential debt issuance, and \$8.1 million in impact fees and system development charge transfers to fund the capital projects proposed for 2024.

Transfers between funds included in the budget total \$13,099,765, with \$0.7 million associated with the operating funds, transfers to the equipment replacement fund in the amount of \$275,000, transfers for debt service in the amount of \$1.8 million, and \$10.3 million for capital projects.

Total revenues and the use of fund balance and/or designated reserves are projected to sufficiently support the proposed budget.

The 2024 proposed budget includes funding for six new full-time equivalent positions. The new positions are for two police officers, two facilities maintenance workers, a storm water maintenance worker, and a storm water inspector. In addition to the new positions, the proposed budget includes removal of a sunset designation on a position for an accounting/utility clerk. The total FTE count for the City of Ridgefield with these additions is 82.25, which includes 81 full-time positions and 2 part-time positions.

RECOMMENDED ACTION OR MOTION:

If council chooses to adopt the proposed 2024 budget, a motion would be:
"I move to adopt Ordinance No. 1415 as presented".

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. 2024 Proposed Budget - Public Hearing 2nd Reading
2. 2024 Budget - Exhibit A
3. 2024 Budget - Exhibit B
4. 2024 Budget - Exhibit C
5. 2024 Budget - Exhibit D
6. 2024 Budget - Exhibit E
7. 2024 Budget - Exhibit F

ORDINANCE NO. 1415

AN ORDINANCE FOR THE CITY OF RIDGEFIELD, WASHINGTON ADOPTING THE 2024 BUDGET; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF

WHEREAS, the tax estimates and budget for the City of Ridgefield for the 2024 fiscal year have been prepared and filed as provided by the laws of the State of Washington; and

WHEREAS, the budget was provided for distribution and notice was published setting the time and place for hearings on the budget; and

WHEREAS, the 2024 proposed budget was submitted to the City Council and City Clerk on November 1, 2027, and budget workshop sessions were held on August 25, 2023, and September 24, 2023; and

WHEREAS, public hearings on the 2024 annual budget were held on November 2, 2023, November 16, 2023 and December 7, 2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt the 2024 budget for anticipated revenues and expenditures.

Section 2: 2024 Budget Adoption. The annual budget for the City of Ridgefield, Washington for the year ending December 31, 2024, is hereby adopted in the amounts and for the purposes shown in Exhibits "A-F", attached hereto and incorporated herein by reference. The budget for each Department and Fund in Exhibits "A-F" is hereby adopted at the fund level and set as the appropriation limit for expenditures for the fiscal year 2024. The attached Exhibit "A" summarizes the totals of estimated revenue and expenditure appropriations for each separate fund and the aggregate total for all funds combined.

Section 3: The Finance Director is directed to transmit a copy of the budget hereby adopted to the State Auditor's Office, and the Municipal Research & Services Center (MRSC).

Section 4: Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 5: Regulatory Conflicts. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

Section 6: Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7: Effective date. This ordinance shall take effect and be in full force five (5) days after the publication of the attached summary and Exhibits "A-F", which is hereby approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, THIS 7TH DAY OF DECEMBER, 2023.

By: _____
Jennifer Lindsay, Mayor

Attest:

Julie Ferriss, City Clerk

Approved as to Form:

Janean Parker, City Attorney

First Reading: November 16, 2023
Second Reading/Passed: December 7, 2023
Date of Publication: December 13, 2023
Effective Date: December 18, 2023



2024 Proposed Budget

December 7, 2023



2024 Proposed Budget Agenda

- 2024 Budget Summary
 - Operating Funds
 - Capital Service Funds
 - Special Revenue Funds
 - Debt Service Funds
 - Capital Project/ERF Funds
 - 2024 FTE Report



2024 Proposed Budget

- 2024 Budget Summary
 - Total revenue - \$79,623,836
 - Total expense - \$88,036,201
 - Use of fund balance - \$8,412,365
 - Operating budget - \$24,747,016
 - Personnel expense - \$11,811,000, 47.7%
 - Operations and maintenance - \$8,187,906, 33.1%
 - Capital outlay and transfers - \$4,172,810, 16.9%
 - Capital Leases - \$555,800, 2.3%
 - Debt Service - \$19,500, 0.08%



2024 Proposed Budget

2024 Estimated Policy Reserves

	O&M	Revenue Stab.	Debt Service	Separation	Capital	Capital Repair & Replacement	2024 Est. Reserves	2023 Reserves	% Change
General Fund	1,550,683	1,080,634	141,113	103,766	956,892	-	3,833,088	3,186,856	20.28%
Community Development	568,110	130,204	-	38,928	-	-	737,242	665,967	10.70%
Water Fund	559,674	-	-	31,452	228,093	759,942	1,579,161	1,381,176	14.33%
Storm Fund	145,325	-	19,323	14,664	207,421	316,506	703,239	646,251	8.82%
Total	2,823,792	1,210,838	160,436	188,810	1,392,406	1,076,448	6,852,730	5,880,250	16.54%



2024 Proposed Budget

		Beginning Fund Balance	2024 Budgeted Revenue	2024 Budgeted Expense	Ending Fund Balance	Change In Fund Balance
Operating Funds						
001	General Fund	\$ 10,206,548	\$ 13,714,286	\$ 18,915,041	\$ 5,005,793	\$ (5,200,755)
101	Street Fund	188,943	1,230,960	1,329,535	90,368	\$ (98,575)
406	Water Operating	3,232,491	3,422,500	2,845,473	3,809,518	\$ 577,027
408	Stormwater Operating	484,293	1,782,700	1,656,967	610,026	\$ 125,733
Total Operating Funds		14,112,275	20,150,446	24,747,016	9,515,705	\$ (4,596,570)
Capital Service Funds						
105	Real Estate Excise Tax	3,608,450	1,725,000	1,638,555	3,694,895	86,445
114	Park Impact Fee	599,042	251,250	827,000	23,292	(575,750)
115	Traffic Impact Fee	906,117	568,250	1,466,000	8,367	(897,750)
416	Water Utility SDC	7,852,886	1,750,000	4,185,000	5,417,886	(2,435,000)
Total Capital Service Funds		12,966,495	4,294,500	8,116,555	9,144,440	(3,822,055)
Special Revenue Funds						
111	Drug Fund	9,285	1,510	500	10,295	1,010
140	Affordable Housing	88,983	25,000	-	113,983	25,000
150	Transportation Benefit District	244,114	850,100	1,047,900	46,314	(197,800)
Total Special Revenue Funds		342,382	876,610	1,048,400	170,592	(171,790)
Debt Service Fund						
200	Debt Service	-	1,804,680	1,804,680	-	-
Total Debt Service Fund		-	1,804,680	1,804,680	-	-
Capital Project/Equipment Replacement Construction Funds						
300	General Capital Projects	930,899	41,247,550	41,329,550	848,899	(82,000)
410	Water Utility Capital Projects	16,536	7,721,000	7,721,000	16,536	-
412	Storm Utility Capital Projects	-	3,254,000	3,254,000	-	-
501	Equipment Replacement (ERF)	359,354	275,050	15,000	619,404	260,050
Total Capital/ERF		1,306,789	52,497,600	52,319,550	1,484,839	178,050
Total Budget		\$ 28,727,941	\$ 79,623,836	\$ 88,036,201	\$ 20,315,576	\$ (8,412,365)



2024 Proposed Budget

Operating Funds Budget Summary

		<i>Beginning Fund Balance</i>	<i>2024 Budgeted Revenue</i>	<i>2024 Budgeted Expense</i>	<i>Ending Fund Balance</i>	<i>Change In Fund Balance</i>
Operating Funds						
001	General Fund	\$ 10,206,548	\$ 13,714,286	\$ 18,915,041	\$ 5,005,793	\$ (5,200,755)
101	Street Fund	188,943	1,230,960	1,329,535	90,368	\$ (98,575)
406	Water Operating	3,232,491	3,422,500	2,845,473	3,809,518	\$ 577,027
408	Stormwater Operating	484,293	1,782,700	1,656,967	610,026	\$ 125,733
Total Operating Funds		14,112,275	20,150,446	24,747,016	9,515,705	\$ (4,596,570)



2024 Proposed Budget

Capital Service Funds Budget Summary

		<i>Beginning Fund Balance</i>	<i>2024 Budgeted Revenue</i>	<i>2024 Budgeted Expense</i>	<i>Ending Fund Balance</i>	<i>Change In Fund Balance</i>
Capital Service Funds						
105	Real Estate Excise Tax	3,608,450	1,725,000	1,638,555	3,694,895	86,445
114	Park Impact Fee	599,042	251,250	827,000	23,292	(575,750)
115	Traffic Impact Fee	906,117	568,250	1,466,000	8,367	(897,750)
416	Water Utility SDC	7,852,886	1,750,000	4,185,000	5,417,886	(2,435,000)
Total Capital Service Funds		12,966,495	4,294,500	8,116,555	9,144,440	(3,822,055)



2024 Proposed Budget

Special Revenue & Debt Service Funds Budget Summary

		<i>Beginning Fund Balance</i>	<i>2024 Budgeted Revenue</i>	<i>2024 Budgeted Expense</i>	<i>Ending Fund Balance</i>	<i>Change In Fund Balance</i>
Special Revenue Funds						
111	Drug Fund	9,285	1,510	500	10,295	1,010
140	Affordable Housing	88,983	25,000	-	113,983	25,000
150	Transportation Benefit District	244,114	850,100	1,047,900	46,314	(197,800)
Total Special Revenue Funds		342,382	876,610	1,048,400	170,592	(171,790)
Debt Service Fund						
200	Debt Service	-	1,804,680	1,804,680	-	-
Total Debt Service Fund		-	1,804,680	1,804,680	-	-



2024 Proposed Budget

Capital Project & ERF Funds Budget Summary

		<i>Beginning Fund Balance</i>	<i>2024 Budgeted Revenue</i>	<i>2024 Budgeted Expense</i>	<i>Ending Fund Balance</i>	<i>Change In Fund Balance</i>
<i>Capital Project/Equipment Replacement Construction Funds</i>						
300	General Capital Projects	930,899	41,247,550	41,329,550	848,899	(82,000)
410	Water Utility Capital Projects	16,536	7,721,000	7,721,000	16,536	-
412	Storm Utility Capital Projects	-	3,254,000	3,254,000	-	-
501	Equipment Replacement (ERF)	359,354	275,050	15,000	619,404	260,050
<i>Total Capital/ERF</i>		<i>1,306,789</i>	<i>52,497,600</i>	<i>52,319,550</i>	<i>1,484,839</i>	<i>178,050</i>
<i>Total Budget</i>		<i>\$ 28,727,941</i>	<i>\$ 79,623,836</i>	<i>\$ 88,036,201</i>	<i>\$ 20,315,576</i>	<i>\$ (8,412,365)</i>



2024 Proposed Budget

2023-2024 FTE Count Comparison

Personnel Schedule (Full-Time Equivalents)				
Job Title	2022 FTE Allocation	2023 FTE Allocation	2024 FTE Allocation	2024 FTE Percentage
Executive	1.00	1.00	1.00	1.22%
Total Finance	5.30	6.30	6.30	7.66%
Total Human Resources	2.40	2.40	2.40	2.92%
Total Administration	4.60	5.60	5.60	6.81%
Total General Government/Facilities	2.70	2.90	2.90	3.53%
Total Public Safety	17.00	19.00	21.00	25.53%
Total Cemetery	0.30	0.30	0.30	0.36%
Total Community Development	14.95	15.70	15.70	19.09%
Total Parks	4.85	5.65	6.65	8.09%
Total Streets	5.15	6.10	7.10	8.63%
Total Water Utility	7.15	7.00	7.00	8.51%
Total Stormwater Utility	3.85	4.30	6.30	7.66%
Total Full Time Equivalents	69.25	76.25	82.25	100.00%
Full-Time Staff				
Full-Time Employees	68.00	75.00	81.00	98.48%
Part-Time Staff				
Part-Time Employees	1.25	1.25	1.25	1.52%

FTE Count includes 6 new full-time positions in 2024 and the removal of a sunset designation on one position:

- 2 police officers
- 2 facilities maintenance workers
- 1 storm water maintenance worker
- 1 storm water inspector.
- Sunset removal for accounting/utility clerk position



2024 Proposed Budget Next Steps

- December

- Conduct public hearing on budget 12/7 6:30 PM
- Adopt 2024 budget 12/7 6:30 PM
- Transmit 2024 budget to MRSC and State Auditor





THANK YOU



2024 Budget

		<i>Beginning Fund Balance</i>	<i>2024 Budgeted Revenue</i>	<i>2024 Budgeted Expense</i>	<i>Ending Fund Balance</i>	<i>Change In Fund Balance</i>
Operating Funds						
001	General Fund	\$ 10,206,548	\$ 13,714,286	\$ 18,915,041	\$ 5,005,793	\$ (5,200,755)
101	Street Fund	188,943	1,230,960	1,329,535	90,368	\$ (98,575)
406	Water Operating	3,232,491	3,422,500	2,845,473	3,809,518	\$ 577,027
408	Stormwater Operating	484,293	1,782,700	1,656,967	610,026	\$ 125,733
Total Operating Funds		14,112,275	20,150,446	24,747,016	9,515,705	\$ (4,596,570)
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105	Real Estate Excise Tax	3,608,450	1,725,000	1,638,555	3,694,895	86,445
114	Park Impact Fee	599,042	251,250	827,000	23,292	(575,750)
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416	Water Utility SDC	7,852,886	1,750,000	4,185,000	5,417,886	(2,435,000)
Total Capital Service Funds		12,966,495	4,294,500	8,116,555	9,144,440	(3,822,055)
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Total Special Revenue Funds		342,382	876,610	1,048,400	170,592	(171,790)
Debt Service Fund						
200	Debt Service	-	1,804,680	1,804,680	-	-
Total Debt Service Fund		-	1,804,680	1,804,680	-	-
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410	Water Utility Capital Projects	16,536	7,721,000	7,721,000	16,536	-
412	Storm Utility Capital Projects	-	3,254,000	3,254,000	-	-
501	Equipment Replacement (ERF)	359,354	275,050	15,000	619,404	260,050
Total Capital/ERF		1,306,789	52,497,600	52,319,550	1,484,839	178,050
Total Budget		\$ 28,727,941	\$ 79,623,836	\$ 88,036,201	\$ 20,315,576	\$ (8,412,365)



2024 Budget

Operating Funds Summary Report by Fund

	2023						
Description	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
001 General Fund							
Revenue							
Property Tax	1,721,326	1,941,010	2,220,000	2,197,800	2,340,000	-	2,340,000
Retail Sales & Other Tax	4,056,066	4,389,184	5,150,000	4,247,048	4,517,000	-	4,517,000
Public Safety Sales/Use Tax	-	-	231,000	219,604	230,000	-	230,000
Utility Taxes	1,442,496	1,695,920	1,868,100	1,866,983	2,052,500	-	2,052,500
License & Permits	2,033,468	1,359,819	1,818,760	1,248,326	969,180	-	969,180
Planning & Development	1,101,623	1,098,732	1,240,000	1,031,139	935,000	-	935,000
Fines & Forfeits	67,879	55,507	69,000	59,353	72,000	-	72,000
Charge for Goods & Srvc	635,041	724,146	1,541,710	1,531,707	1,526,006	-	1,526,006
Intergovernmental/Grant	1,603,224	1,593,505	460,660	442,186	514,500	-	514,500
Other Rev/Donations	391,946	(44,280)	364,000	535,712	558,100	-	558,100
Total Revenue	13,053,069	12,813,543	14,963,230	13,379,858	13,714,286	-	13,714,286
Expense							
City Council	81,687	98,185	135,200	119,416	135,000	-	135,000
Judicial	199,456	247,811	300,000	281,579	335,000	-	335,000
Executive	268,955	288,531	341,500	315,528	350,800	-	350,800
Legal	34,641	48,444	60,000	90,531	70,000	-	70,000
Finance	652,656	749,680	1,036,095	858,360	977,600	-	977,600
Human Resources	283,452	389,114	442,000	432,565	471,000	35,500	506,500
Administration	530,582	539,933	723,575	690,288	745,700	-	745,700
Gen Govt/Facilities	1,535,475	1,689,371	3,390,350	2,384,214	1,965,625	1,194,475	3,160,100
Information Tech	214,757	342,160	435,000	477,427	460,500	35,500	496,000
Public Safety	2,363,468	3,048,922	4,502,225	4,077,667	4,316,500	285,400	4,601,900
Civil Service	118	156	1,000	166	1,000	-	1,000
Cemetery	30,720	34,499	50,550	47,730	46,600	5,325	51,925
Transfers	927,006	894,889	2,539,750	1,024,628	695,000	1,677,185	2,372,185
Community Development	2,290,581	2,841,140	3,530,855	3,278,350	3,735,116	85,000	3,820,116
Parks	518,688	1,078,466	1,279,850	1,040,521	973,950	317,265	1,291,215
Total Expense	9,932,242	12,291,301	18,767,950	15,118,970	15,279,391	3,635,650	18,915,041
Net Total	3,120,827	522,242	(3,804,720)	(1,739,112)	(1,565,105)	(3,635,650)	(5,200,755)
Fund Balance							
Beginning Fund Balance	7,912,121	11,032,948	11,945,660	11,945,660	10,206,548	8,641,443	10,206,548
Ending Fund Balance	11,032,948	11,945,660	8,140,940	10,206,548	8,641,443	5,005,793	5,005,793
GF Policy Reserve Balance	2,462,776	2,921,178	3,186,856	3,186,856	3,691,975	3,691,975	3,691,975
Building Policy Reserve Bal	612,292	619,191	665,967	665,967	737,242	737,242	737,242
Restricted for Building	2,804,841	2,422,225	2,020,795	1,402,284	(517,107)	(517,107)	(517,107)
Fund Balance Available	5,153,039	5,983,066	2,267,322	4,951,441	4,729,333	1,093,683	1,093,683



2024 Budget

Operating Funds Summary Report by Fund

Description	2023						
	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
101 Street Fund							
Revenue							
Utility Tax/Franchise Fee	96,393	106,449	136,300	139,402	149,000	-	149,000
Permits	13,360	13,537	20,000	19,516	20,000	-	20,000
Grants	-	-	-	-	-	-	-
Intergovernmental	210,743	240,338	281,530	277,413	296,500	-	296,500
Other Revenue	75	35,710	25,525	3,636	25,525	-	25,525
Transfers In	624,438	737,167	848,750	848,750	645,000	94,935	739,935
Total Revenue	945,009	1,133,201	1,312,105	1,288,717	1,136,025	94,935	1,230,960
Expense							
Streets	856,257	1,051,988	1,309,125	1,233,494	1,234,600	94,935	1,329,535
Total Expense	856,257	1,051,988	1,309,125	1,233,494	1,234,600	94,935	1,329,535
Net Total	88,752	81,213	2,980	55,223	(98,575)	-	(98,575)
Fund Balance							
Beg Fund Balance	(36,245)	52,507	133,720	133,720	188,943	90,368	188,943
Ending Fund Balance	52,507	133,720	136,700	188,943	90,368	90,368	90,368
Reserves Maintain in GF	-	-	-	-	-	-	-
Fund Balance Available	52,507	133,720	136,700	188,943	90,368	90,368	90,368

Description	2023						
	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
406 Water Utility Fund							
Revenue							
Charge for Goods & Srvc	2,744,740	2,687,535	3,122,000	3,165,659	3,369,000	-	3,369,000
Grants	-	-	-	-	-	-	-
Other Revenue	(5,909)	(28,235)	12,000	63,004	53,500	-	53,500
Transfers In	2,564,193	-	-	-	-	-	-
Total Revenue	5,303,024	2,659,300	3,134,000	3,228,663	3,422,500	-	3,422,500
Expense							
Water Utility	4,681,105	2,413,945	2,764,120	2,533,314	2,756,223	89,250	2,845,473
Total Expense	4,681,105	2,413,945	2,764,120	2,533,314	2,756,223	89,250	2,845,473
Net Total	621,919	245,355	369,880	695,349	666,277	(89,250)	577,027
Fund Balance							
Beginning Fund Balance	1,669,868	2,291,787	2,537,142	2,537,142	3,232,491	3,898,768	3,232,491
Ending Fund Balance	2,291,787	2,537,142	2,907,022	3,232,491	3,898,768	3,809,518	3,809,518
Policy Reserve Balance	1,077,370	1,274,143	1,381,176	1,381,176	1,519,294	1,519,294	1,519,294
Fund Balance Available	1,214,417	1,262,999	1,525,846	1,851,315	2,379,474	2,290,224	2,290,224



2024 Budget

Operating Funds Summary Report by Fund

	2023						
Description	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
408 Stormwater Utility Fund							
Revenue							
Charge for Goods & Srvs	977,261	1,132,722	1,340,000	1,219,993	1,642,200	-	1,642,200
Grants	-	-	-	-	130,000	-	130,000
Other Revenue	(2,936)	(8,397)	28,500	13,485	10,500	-	10,500
Transfer In		-	200,000	200,000	-	-	-
Total Revenue	974,325	1,124,325	1,568,500	1,433,478	1,782,700	-	1,782,700
Expense							
Stormwater Utility	959,666	1,007,757	1,659,161	1,479,458	1,403,217	253,750	1,656,967
Total Expense	959,666	1,007,757	1,659,161	1,479,458	1,403,217	253,750	1,656,967
Net Total	14,659	116,568	(90,661)	(45,980)	379,483	(253,750)	125,733
Fund Balance							
Beginning Fund Balance	399,046	413,705	530,273	530,273	484,293	863,776	484,293
Ending Fund Balance	413,705	530,273	439,612	484,293	863,776	610,026	610,026
Policy Reserve Balance	497,449	543,928	646,251	646,251	710,876	710,876	710,876
Fund Balance Available	(83,744)	(13,655)	(206,639)	(161,958)	152,900	(100,850)	(100,850)



2024 Budget

Special Revenue and Debt Service Fund Summary Report by Fund

Description	2023						
	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
111 Drug Fund							
Revenue							
Fines and Forfeits	27	1,245	500	86	500	-	500
Other Revenue	248	2,794	1,010	10	1,010	-	1,010
Total Revenue	275	4,039	1,510	96	1,510	-	1,510
Expense							
Small Tools & Equipment	-	-	-	-	-	-	-
Intergovernmental	-	336	500	-	500	-	500
Total Expense	-	336	500	-	500	-	500
Net Total	275	3,703	1,010	96	1,010	-	1,010
Fund Balance							
Beginning Fund Balance	5,211	5,486	9,189	5,211	9,285	10,295	9,285
Ending Fund Balance	5,486	9,189	10,199	9,285	10,295	10,295	10,295
Fund Balance Available	5,486	9,189	10,199	9,285	10,295	10,295	10,295

140 Affordable Housing							
Revenue							
Retail Sales Tax	32,740	24,205	33,000	21,806	25,000	-	25,000
Other Revenue	-	-	-	-	-	-	-
<i>Total Revenue</i>	<i>32,740</i>	<i>24,205</i>	<i>33,000</i>	<i>21,806</i>	<i>25,000</i>	<i>-</i>	<i>25,000</i>
Expense							
Transfers-Out	-	-	-	-	-	-	-
<i>Total Expense</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>
<i>Net Total</i>	<i>32,740</i>	<i>24,205</i>	<i>33,000</i>	<i>21,806</i>	<i>25,000</i>	<i>-</i>	<i>25,000</i>
Fund Balance							
Beg Fund Balance	10,232	42,972	67,177	67,177	88,983	113,983	88,983
Ending Fund Balance	42,972	67,177	100,177	88,983	113,983	113,983	113,983
Fund Balance Available	42,972	67,177	100,177	88,983	113,983	113,983	113,983

150 Transportation Benefit District							
Revenue							
Vehicle Licensing Fees	167,607	744,513	900,000	783,112	850,000	-	850,000
Other Revenue	4	-	25	-	100	-	100
<i>Total Revenue</i>	<i>167,611</i>	<i>744,513</i>	<i>900,025</i>	<i>783,112</i>	<i>850,100</i>	<i>-</i>	<i>850,100</i>
Expense							
Transfers-Out	175,000	350,000	1,320,000	1,125,913	-	1,047,900	1,047,900
<i>Total Expense</i>	<i>175,000</i>	<i>350,000</i>	<i>1,320,000</i>	<i>1,125,913</i>	<i>-</i>	<i>1,047,900</i>	<i>1,047,900</i>
<i>Net Total</i>	<i>(7,389)</i>	<i>394,513</i>	<i>(419,975)</i>	<i>(342,801)</i>	<i>850,100</i>	<i>(1,047,900)</i>	<i>(197,800)</i>
Fund Balance							
Beg Fund Balance	199,791	192,402	586,915	586,915	244,114	1,094,214	244,114
Ending Fund Balance	192,402	586,915	166,940	244,114	1,094,214	46,314	46,314
Fund Balance Available	192,402	586,915	166,940	244,114	1,094,214	46,314	46,314



2024 Budget

Special Revenue and Debt Service Fund Summary Report by Fund

	2023						
	2021	2022	2023	2023	2024	2024	2024
Description	Actual	Actual	Amended Budget	Est. Year End	Baseline	Additions	Budget
200 Debt Service Fund							
Revenue							
Transfers-In	1,407,997	1,414,003	1,408,995	1,408,995	1,554,680	250,000	1,804,680
Other Revenue	-	-	-	-	-	-	-
Other Financing Sources	-	-	-	-	-	-	-
Total Revenue	1,407,997	1,414,003	1,408,995	1,408,995	1,554,680	250,000	1,804,680
Expense							
Debt Service	1,407,997	1,414,003	1,408,995	1,408,995	1,554,680	250,000	1,804,680
Transfers-Out	-	-	-	-	-	-	-
Total Expense	1,407,997	1,414,003	1,408,995	1,408,995	1,554,680	250,000	1,804,680
Net Total	-	-	-	-	-	-	-
Fund Balance							
Beg Fund Balance	-	-	-	-	-	-	-
Ending Fund Balance	-	-	-	-	-	-	-
Fund Balance Available	-	-	-	-	-	-	-



2024 Budget

Capital Service Fund Summary Report by Fund

Description	2023						
	2021 Actual	2022 Actual	2023 Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
105 Real Estate Excise Tax (REET) Fund							
Revenue							
Real Estate Excise Taxes	3,221,297	2,081,558	2,675,000	1,621,725	1,600,000	-	1,600,000
Other Revenue	(4,251)	(107,336)	30,000	117,215	125,000	-	125,000
Total Revenue	3,217,046	1,974,222	2,705,000	1,738,940	1,725,000	-	1,725,000
Expense							
Utility	-	4,798	65,000	65,000	-	-	-
General	-	-	-	-	-	-	-
Streets	-	-	2,077,900	602,154	-	-	-
Parks	-	-	-	-	-	225,000	225,000
Debt Service (GO Bonds)	1,407,997	1,414,003	1,408,995	1,408,995	1,413,555	-	1,413,555
Total Expense	1,407,997	1,418,801	3,551,895	2,076,149	1,413,555	225,000	1,638,555
Net Total	1,809,049	555,421	(846,895)	(337,209)	311,445	(225,000)	86,445
Fund Balance							
Beg Fund Balance	2,136,610	3,945,659	4,501,080	3,945,659	3,608,450	3,919,895	3,608,450
Ending Fund Balance	3,945,659	4,501,080	3,654,185	3,608,450	3,919,895	3,694,895	3,694,895
Debt Service Reserves	1,414,003	1,408,995	1,413,553	1,413,553	1,409,391	1,409,391	1,409,391
Fund Balance Available	2,531,656	3,092,085	2,240,632	2,194,897	2,510,504	2,285,504	2,285,504

114 Park Impact Fee (PIF) Fund							
Revenue							
Planning & Development	1,974,646	694,209	1,856,535	406,173	251,000	-	251,000
Grants	-	-	-	-	-	-	-
Other Revenue	(672)	(48,790)	250	14,320	250	-	250
Total Revenue	1,973,974	645,419	1,856,785	420,493	251,250	-	251,250
Expense							
Park Impact Fee	392,062	1,413,416	3,162,000	2,470,512	-	827,000	827,000
Total Expense	392,062	1,413,416	3,162,000	2,470,512	-	827,000	827,000
Net Total	1,581,912	(767,997)	(1,305,215)	(2,050,019)	251,250	(827,000)	(575,750)
Fund Balance							
Beg Fund Balance	1,835,146	3,417,058	2,649,061	2,649,061	599,042	850,292	599,042
Ending Fund Balance	3,417,058	2,649,061	1,343,846	599,042	850,292	23,292	23,292
Fund Balance Available	3,417,058	2,649,061	1,343,846	599,042	850,292	23,292	23,292



2024 Budget

Capital Service Fund Summary Report by Fund

			2023				
Description	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
115 Traffic Impact Fee (TIF) Fund							
Revenue							
Planning & Development	1,851,735	784,403	3,209,700	622,902	568,000	-	568,000
Other Revenue	(3,806)	(42,322)	3,000	24,471	250	-	250
Total Revenue	1,847,929	742,081	3,212,700	647,373	568,250	-	568,250
Expense							
Transp Impact Fee	892,015	2,393,455	3,490,000	2,049,260	-	1,466,000	1,466,000
Total Expense	892,015	2,393,455	3,490,000	2,049,260	-	1,466,000	1,466,000
Net Total	955,914	(1,651,374)	(277,300)	(1,401,887)	568,250	(1,466,000)	(897,750)
Fund Balance							
Beginning Fund Balance	3,003,464	3,959,378	2,308,004	2,308,004	906,117	1,474,367	906,117
Ending Fund Balance	3,959,378	2,308,004	2,030,704	906,117	1,474,367	8,367	8,367
Fund Balance Available	3,959,378	2,308,004	2,030,704	906,117	1,474,367	8,367	8,367

			2023				
Description	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
416 Water Utility SDC Fund							
Revenue							
Contributed Capital	2,743,528	1,316,707	2,000,000	1,000,702	1,550,000	-	1,550,000
Other Revenue	(8,235)	(139,689)	50,000	221,065	200,000	-	200,000
Total Revenue	2,735,293	1,177,018	2,050,000	1,221,767	1,750,000	-	1,750,000
Expense							
Intergovernmental	638,738	23,042	40,000	15,314	40,000	-	40,000
Capital Outlay	-	-	-	-	-	-	-
Transfers Out	2,612,927	234,511	4,385,000	2,572,365	-	4,145,000	4,145,000
Total Expense	3,251,665	257,553	4,425,000	2,587,679	40,000	4,145,000	4,185,000
Net Total	(516,372)	919,465	(2,375,000)	(1,365,912)	1,710,000	(4,145,000)	(2,435,000)
Fund Balance							
Beg Fund Balance	8,815,705	8,299,333	9,218,798	9,218,798	7,852,886	9,562,886	7,852,886
Ending Fund Balance	8,299,333	9,218,798	6,843,798	7,852,886	9,562,886	5,417,886	5,417,886
Fund Balance Available	8,299,333	9,218,798	6,843,798	7,852,886	9,562,886	5,417,886	5,417,886



2024 Budget

Capital Project/Equipment Replacement Funds Summary Report by Fund

	2023						
Description	2021 Actual	2022 Actual	Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
300 General Capital Project Fund							
Revenue							
Grants	713,866	358,778	15,567,400	6,186,187	-	7,183,400	7,183,400
Other Revenue	718,732	852,966	1,315,000	476,472	-	230,000	230,000
Transfers In	1,761,645	4,495,639	11,740,900	6,381,024	-	5,209,150	5,209,150
Other Financing Sources	465,000	-	17,950,000	-	-	28,625,000	28,625,000
Total Revenue	3,659,243	5,707,383	46,573,300	13,043,683	-	41,247,550	41,247,550
Expense							
Facilities	253,607	157,792	311,000	74,650	-	2,092,000	2,092,000
Cemetery	-	-	-	-	-	-	-
Streets	2,153,344	3,830,460	41,906,300	10,338,181	-	37,376,550	37,376,550
Parks	620,307	1,707,163	3,702,000	2,725,327	-	1,861,000	1,861,000
Transfers Out	-	-	-	-	-	-	-
Total Expense	3,027,258	5,695,415	45,919,300	13,138,158	-	41,329,550	41,329,550
Net Total	631,985	11,968	654,000	(94,475)	-	(82,000)	(82,000)
Fund Balance							
Beginning Fund Balance	393,389	1,025,374	1,025,374	1,025,374	930,899	930,899	930,899
Ending Fund Balance	1,025,374	1,037,342	1,679,374	930,899	930,899	848,899	848,899
Fund Balance Available	1,025,374	1,037,342	1,679,374	930,899	930,899	848,899	848,899

Description	2021 Actual	2022 Actual	2023	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
			Amended Budget				
410 Water Utility Capital Project Fund							
Revenue							
Other Revenue	1	-	-	-	-	-	-
Transfers In	177,276	272,412	4,400,000	2,586,946	-	4,221,000	4,221,000
Other Financing Sources	-	-	-	-	-	3,500,000	3,500,000
Total Revenue	177,277	272,412	4,400,000	2,586,946	-	7,721,000	7,721,000
Expense							
Water Capital	177,276	272,412	4,400,000	2,586,946	-	7,721,000	7,721,000
Total Expense	177,276	272,412	4,400,000	2,586,946	-	7,721,000	7,721,000
Net Total	1	-	-	-	-	-	-
Fund Balance							
Beginning Fund Balance	16,535	16,536	16,536	16,536	16,536	16,536	16,536
Ending Fund Balance	16,536	16,536	16,536	16,536	16,536	16,536	16,536
Fund Balance Available	16,536	16,536	16,536	16,536	16,536	16,536	16,536



2024 Budget

Capital Project/Equipment Replacement Funds Summary Report by Fund

Description	2021 Actual	2022 Actual	2023 Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
412 Storm Utility Capital Project Fund							
Revenue							
Other Revenue	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Transfers In	165,663	27,158	1,045,000	1,044,500	-	850,000	850,000
Other Financing Sources	182,408	-	-	-	-	2,404,000	2,404,000
Total Revenue	348,071	27,158	1,045,000	1,044,500	-	3,254,000	3,254,000
Expense							
Storm Capital	348,071	27,158	1,045,000	1,044,500	-	3,254,000	3,254,000
Total Expense	348,071	27,158	1,045,000	1,044,500	-	3,254,000	3,254,000
Net Total	-	-	-	-	-	-	-
Fund Balance							
Beginning Fund Balance	-	-	-	-	-	-	-
Ending Fund Balance	-	-	-	-	-	-	-
Fund Balance Available	-	-	-	-	-	-	-

Description	2021 Actual	2022 Actual	2023 Amended Budget	2023 Est. Year End	2024 Baseline	2024 Additions	2024 Budget
501 Equipment Replacement Fund							
Revenue							
Other Revenue	9,891	-	125	-	50	-	50
Transfers In	218,892	604,915	502,100	502,100	275,000	-	275,000
Total Revenue	228,783	604,915	502,225	502,100	275,050	-	275,050
Expense							
General Government	-	-	392,700	297,585	-	-	-
Public Safety	-	65,138	157,500	191,388	-	15,000	15,000
Water	45,105	-	142,000	141,777	-	-	-
Cemetery	-	-	-	-	-	-	-
Stormwater	45,105	50,244	-	-	-	-	-
Streets	45,106	-	-	-	-	-	-
Community	-	24,400	35,600	35,570	-	-	-
Parks	15,035	-	193,000	240,263	-	-	-
Total Expense	150,351	139,782	920,800	906,583	-	15,000	15,000
Net Total	78,432	465,133	(418,575)	(404,483)	275,050	(15,000)	260,050
Fund Balance							
Beginning Fund Balance	220,272	298,704	763,837	763,837	359,354	634,404	359,354
Ending Fund Balance	298,704	763,837	345,262	359,354	634,404	619,404	619,404
Fund Balance Available	298,704	763,837	345,262	359,354	634,404	619,404	619,404



2024 Budget

2024 Personnel Schedule (Full-Time Equivalents)

Job Title	FTE Allocation	
Executive		
City Manager		1.00
Total Executive		1.00
Finance		
Finance Director		1.00
Accounting Supervisor		1.00
Accounting Assistant		0.75
Accounting Assistant		1.00
Utility Billing Clerk II		0.05
Accounting/Utility Clerk		0.50
Procurement Coordinator		1.00
Grant Writer/Administrator		1.00
Total Finance		6.30
Human Resources		
Deputy City Manager		0.40
HR Supervisor		1.00
HR Analyst I		1.00
Total Human Resources		2.40
Administration		
Deputy City Manager		0.60
City Clerk		1.00
Communications Coordinator		1.00
Communications Coordinator		1.00
Community Events Coordinator		1.00
Administrative Coordinator		1.00
Total Administration		5.60
General Government/Facilities		
Public Works Director		0.15
Public Works Supervisor, Facilities		0.10
Facilities Maintenance Worker		0.25
Facilities Maintenance Worker		0.10
Facilities Maintenance Worker		0.10
Facilities Maintenance Worker		0.15
Facilities Maintenance Worker		0.10
Facilities Maintenance Worker		0.15
Facilities Maintenance Worker		0.25
Facilities Maintenance Worker		0.15
Engineering Technician		0.05
Community Development Director		0.20
Planner II		0.15
Associate Planner		0.15



2024 Budget

2024 Personnel Schedule (Full-Time Equivalents)

Job Title	FTE Allocation	
Code Enforcement Officer II		1.00
Total General Government/Facilities		3.05
Public Safety		
Police Chief		1.00
Police Lieutenant		1.00
Police Sergeant		1.00
Police Sergeant		1.00
Police Sergeant		1.00
Police Sergeant		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
Police Officer		1.00
PD Administrative Coordinator		1.00
Police Clerk II		1.00
Total Public Safety		21.00
Cemetery		
Public Works Supervisor, Facilities		0.05
Facilities Maintenance Worker		0.05
Facilities Maintenance Worker		0.05
Facilities Maintenance Worker		0.05
Facilities Maintenance Worker		0.05
Facilities Maintenance Worker		0.05
PW Administrative Coordinator		0.05
Total Cemetery		0.35
Community Development		
Community Development Director		0.80
Planner II		0.85
Associate Planner		0.85
Permit Technician II		1.00
Permit Technician II		1.00
Permit Technician II		1.00



2024 Budget

2024 Personnel Schedule (Full-Time Equivalents)

Job Title	FTE Allocation
Administrative Assistant	1.00
Building Official	1.00
Plans Examiner	1.00
Building Inspector II	1.00
Building Inspector	1.00
Building Inspector	1.00
Building Inspector	1.00
Public Works Director	0.30
Lead Engineer	0.20
Development Coordinator	1.00
Engineering Technician	0.10
Development Inspector	1.00
Utilities Maintenance Worker III	0.05
Utilities Maintenance Worker II	0.05
Water Maintenance Technician	0.05
Stormwater Supervisor	0.15
Stormwater Maintenance Worker II	0.10
Stormwater Maintenance Worker III	0.10
Stormwater Maintenance Worker II	0.10
Total Community Development	15.70
Parks	
Public Works Director	0.15
Parks, Trails and Recreation Manager	1.00
Capital Projects Program Manager	0.10
Public Works Supervisor, Facilities	0.30
Lead Engineer	0.10
Engineering Technician	0.10
PW Administrative Supervisor	0.05
PW Administrative Coordinator	0.20
Abrams Park Caretaker	0.50
Facilities Maintenance Worker	0.60
Facilities Maintenance Worker	0.35
Facilities Maintenance Worker	0.30
Facilities Maintenance Worker	0.55
Facilities Maintenance Worker	0.35
Facilities Maintenance Worker	0.40
Facilities Maintenance Worker	0.35
Equipment Operator	0.30
Facility Maintenance Worker	0.30
Facilities Maintenance Worker	0.65
Total Parks	6.65



2024 Budget

2024 Personnel Schedule (Full-Time Equivalents)

Job Title	FTE Allocation	
Streets		
Public Works Director		0.15
Capital Projects Program Manager		0.60
Public Works Supervisor, Facilities		0.55
Lead Engineer		0.20
Engineering Technician		0.65
PW Administrative Supervisor		0.05
PW Administrative Coordinator		0.05
Facilities Maintenance Worker		0.30
Facilities Maintenance Worker		0.35
Facilities Maintenance Worker		0.60
Facilities Maintenance Worker		0.35
Facilities Maintenance Worker		0.45
Facilities Maintenance Worker		0.40
Facilities Maintenance Worker		0.40
Facilities Maintenance Worker		0.35
Facilities Maintenance Worker		0.45
Equipment Operator		0.70
Stormwater Maintenance Worker III		0.10
Stormwater Maintenance Worker II		0.10
Stormwater Maintenance Worker II		0.10
Total Streets		6.90
Water Utility		
Public Works Director		0.15
Capital Projects Program Manager		0.10
Public Works Supervisor, Utilities		1.00
Lead Engineer		0.20
PW Administrative Supervisor		0.90
PW Administrative Coordinator		0.65
Water Maintenance Technician		0.95
Utilities Maintenance Worker III		0.95
Utilities Maintenance Worker II		0.95
Utility Billing Clerk		0.75
Accounting/Utility Clerk		0.40
Total Water Utility		7.00
Stormwater Utility		
Public Works Director		0.10
Engineering Tech		0.20
Public Works Supervisor, Stormwater		0.85
Lead Engineer		0.30
Engineering Technician		0.10



2024 Budget

2024 Personnel Schedule (Full-Time Equivalents)

Job Title	FTE Allocation	
PW Administrative Coordinator		0.05
Stormwater Maintenance Worker III		0.80
Stormwater Maintenance Worker II		0.80
Stormwater Maintenance Worker II		0.80
Stormwater Maintenance Worker		1.00
Stormwater Maintenance Worker		1.00
Utility Clerk		0.20
Accounting/Utility Clerk		0.10
Total Stormwater Utility		6.30
Total Full Time Equivalents		82.25
Full-Time Staff		
Full-Time Employees		81.00
Part-Time Staff		
Part-Time Employees		1.25