



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, December 20, 2018
Ridgefield Community Center
210 N. Main, Ridgefield, WA 98642**

I. STUDY SESSION - 5:30PM

1. Washington State Legislative Agenda - Mike Burgess, MJB Consulting, Inc

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

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

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from December 6, 2018 Meeting

V. BUSINESS

1. Second Reading of Ordinance No. 1282 - Pioneer Village Development Agreement - Jeff Niten, Community Development Director
2. Second Reading of Ordinance No. 1284 - Intent to assume the rights, powers, functions, and obligations of the Ridgefield Transportation Benefit District - Kirk Johnson, Finance Director
3. Second Reading of Ordinance No. 1285 - Adopt a Source for Funding for the Construction, Preservation, and Maintenance of Transportation Improvements in the City of Ridgefield - Kirk Johnson, Finance Director
4. Motion - Approval of Amendment to Collection System Transfer and Operation Agreement - Bryan Kast, Public Works Director
5. Motion - Approval of Taverner Ridge Phase 10 Final Plat - Jeff Niten, Community Development Director
6. Motion - Approval of Interlocal Agreement with Ridgefield School District on Repurposing of View Ridge Middle School - Steve Stuart, City Manager, Bryan Kast, Public Works Director
7. Motion - Approval of Lease Agreement with Ridgefield School District on Repurposing of View Ridge Middle School - Steve Stuart, City Manager

8. Motion - Approval of Ridgefield Outdoor Recreation Complex Reimbursement Agreement - Bryan Kast, Public Works Director

VI. PUBLIC COMMENT

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

VII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

2. Mayor

Appointment of Parks Board Members, Position No. 1, 4 and 5

Appointment of Salary Commission Members, Position No. 1, 2 & 5

Appointment of Civil Service Commission Member, Position No. 2

Appointment to the Clark County Arts Commission

Appointment to the Clark County Mosquito Control Board

3. City Manager

VIII. ADJOURN

**City Council Agenda Packet is available at the following link:
<http://ridgefieldwa.iqm2.com/Citizens/>**

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Washington State Legislative Agenda

Washington State Legislative Agenda

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: RidgeLegAg20192 (PDF)
Ridgefield 2019 Legislative Agenda (PDF)

RIDGEFIELD 2019

LEGISLATIVE AGENDA

MJB Consulting, Inc.

Session Preview

- ▶ Begins January 14th
- ▶ Democrats in control 57-41 in the House, 28-21 in the Senate
- ▶ SW WA Leadership
- ▶ Local Government Committee Chairs are:
 - House – Gerry Pollet 46th LD
 - Senate – Dean Takko 19th LD

Governor's Budget Proposals

- ▶ Operating Budget
 - ▶ \$54.6 Billion Spending Plan
 - Education
 - Mental Health
 - Orca's
 - ▶ New Revenue
 - Capital Gains
 - B&O increase on services
 - REET – graduated tax to fund fish passage removal
- ▶ Transportation Budget
- ▶ Capital Budget

Ridgfield Specific Requests

South Ridgefield I-5 access

- ▶ Ridgefield is seeking design and planning money for an I-5 access point south of Ridgefield – goal of \$250,000
- ▶ Action Plan:
 - Legislative Engagement by the Council, breakfast, city days, other
 - Brief/Coordinate with SW WA DOT staff and Clark County
 - Co-signed letter by community members and other interested stakeholders
 - Meet with Transportation Committee members and staff

Wisdom Ridge Partnership Project

- ▶ The City and Port are working to design and construct a shared-use Public Maintenance Facility, we are seeking \$2.5 million
- ▶ Action Plan:
 - Legislative Engagement by the Council, breakfast, city days, other
 - Co-signed letter by community members and other interested stakeholders
 - Meet with Capital Budget Committee members and staff
 - File Capital Budget Request forms

Clark College Ridgefield Campus

- ▶ Ridgefield supports the \$50 million Capital Budget Request of Clark College at Boschma Farms
- ▶ Action Plan:
 - Legislative Engagement by the Council, breakfast, city days, other
 - Coordinate efforts with Clark College staff
 - Co-signed letter by community members and other interested stake holders
 - File Capital Budget Request forms

General Legislative Requests

- ▶ Public Works Assistance Account Reform
- ▶ Model Toxics Control Act Program
- ▶ Clark County Transportation Alliance Policy Statement
- ▶ Growth Management Act
- ▶ Fiscal Sustainability and Flexibility
- ▶ Criminal Justice Training Commission
- ▶ Support Local Control
- ▶ Oppose Unfunded Mandates

AWC Legislative Agenda

Questions/Comments

Council Action

MJB Consulting Inc.
Mike Burgess
360.223.3020
mikejburg@comcast.net



City of Ridgefield 2019 State Legislative Agenda

Introduction – The City of Ridgefield is one of the State’s fastest growing Cities, values greatly our partnership with the State of Washington, and appreciates the important role local Legislators play in fostering and enhancing that relationship. Looking ahead to the next two years, our City will continue to be challenged in meeting increasing demands for municipal services and equally challenged in meeting our needs in terms of infrastructure. Our state legislative agenda is oriented towards asking our local legislators to help us meet these challenges.

Ridgefield Requests

South Ridgefield I-5 access – The City is seeking design and planning money to begin the process for development of an access point to I-5 south of Ridgefield. When the SR-502/219th Interchange was built in 2008 it was built with a future connection to Ridgefield in mind. Given the growth of Ridgefield over the past 10 years, the future need has become reality. The project is on the City’s Capital Facilities Plan and we are seeking \$250,000 for planning and pre-design.

Wisdom Ridge Partnership Project - The Public Works Operation Center that serves the fastest growing city in the State is inadequate and literally on the wrong side of the tracks. A needs analysis completed in 2013 showed that to meet the service needs of Ridgefield residents, a Public Works Operations Center should be double the current capacity, and more centrally located in Ridgefield. To maximize efficiency and leverage partnerships, the City is working with the Port of Ridgefield to design and construct a shared-use Public Maintenance Facility on Port-owned land at Wisdom Ridge. The estimate for the City’s portion of the construction for this facility is \$5.5 million. The City is joining the Port of Ridgefield in seeking \$2.5 million for the design and pre-construction work at Wisdom Ridge.

Clark College Ridgefield campus – The City supports the \$50 million Capital Budget request of Clark College to fund the construction costs associated with the Ridgefield campus, Clark College at Boschma Farms. In order to achieve funding for this catalytic project for North Clark County, we support funding of \$435 million for the request list submitted by the State Board of Community and Technical Colleges.

General Legislative Requests

Public Works Assistance Account “reform” – The City is seeking legislative support to protect all existing fund balance and future loan repayments in the Public Works Assistance Account. We support efforts to authorize new loans from this Account utilizing these funds and encourage consideration of legislation to assist local governments that have difficulty with access to the private bond market. We also support

creation of a multi-party task force to examine what role the State should play in assisting local governments with infrastructure investments and report their findings and legislative recommendations at the end of 2018.

Model Toxic Control Act Program – The City is very supportive of efforts to stabilize MTCA funding. We specifically support efforts to restore funding that was cut in the 2016 supplemental budget to toxic cleanups and pollution prevention, ensure funding for new projects, and reduce the future volatility of the funding for this important program that has been successfully used in Ridgefield by the Port of Ridgefield on their Miller’s Landing projects, and will be essential to cleanup three other contaminated sites in downtown Ridgefield (one of which the City is in current negotiations with Ecology to clean).

Clark County Transportation Alliance 2019 Policy Statement – The City supports the 2019 Policy Statement of the Clark County Transportation Alliance. The City has been a member of this alliance since its inception 15 years ago and joins with other local private and public sector interests in calling for legislative attention to regional transportation needs. These include addressing the I-5/Vancouver Corridor including Columbia River bridge replacement; pursuing funding opportunities for critical regional projects; support for public transit; investing in Ports and freight; and, enhancing state-local infrastructure and economic development partnerships.

Growth Management Act – The City is aware and has participated in the Roadmap to Washington’s Future, funded by the State Legislature. The City will be monitoring this ongoing initiative and others to identify opportunities to make positive enhancements to GMA.

Fiscal Sustainability and Flexibility – Ridgefield, like Washington’s 280 other cities, has been on the receiving end of a decade-long pattern of cost shifts, shared revenue reductions and fund “sweeps” that have significantly reduced city revenues. The imposition of unfunded and underfunded mandates along with increased costs due to state mandates has further exacerbated this problem. The recession is over and State tax revenues are growing. We call on our local legislators to oppose all cuts in state shared revenues, cost shifts, fund sweeps and imposition of unfunded and underfunded mandates, to support legislation to enhance local fiscal control and authority and reduce state-imposed mandates.

Criminal Justice Training Commission – Our police force is growing, and we anticipate new hires in the years ahead. It is imperative that the CJTC has the resources to offer enough basic academy classes to avoid long delays between hire dates and when we can put commissioned officers onto the streets. The City asks local legislators to support the budget request from the CJTC to allow them to add additional classes in the biennium.

Association of Washington Cities Priorities – The City supports the 2019 AWC Legislative Priorities.

Local Control and Unfunded Mandates – The City would oppose any efforts to preempt local control and the imposition of any new unfunded or underfunded mandates.

For more information contact:

City Manager Steve Stuart, 360-887-3557 or steve.stuart@ci.ridgefield.wa.us

Mike Burgess 360-223-3020, mikejburg@comcast.net

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

Staff recommends Council 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: December 20 2018 Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

4.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC.	2779	INV-ACC43026	Public Works	Customer Web Payments	1,135.00
ACCELA INC. Total					1,135.00
ARAMARK UNIFORM SERVICES	32	863739599	Genl Govt/Facilities	PW/CDD Uniforms and Floor Mats	2.19
			Public Works	PW/CDD Uniforms and Floor Mats	42.03
			Community Development	PW/CDD Uniforms and Floor Mats	8.36
		863729413	Genl Govt/Facilities	City Hall/PW/CDD/PD Floor Mats	7.09
			Public Safety	City Hall/PW/CDD/PD Floor Mats	4.47
			Public Works	City Hall/PW/CDD/PD Floor Mats	3.90
		863729414	Community Development	City Hall/PW/CDD/PD Floor Mats	3.93
			Genl Govt/Facilities	PW/CDD Uniforms and Floor Mats	2.19
			Public Works	PW/CDD Uniforms and Floor Mats	42.03
		863739598	Community Development	PW/CDD Uniforms and Floor Mats	8.36
			Genl Govt/Facilities	Floor Mats - City Hall/PW/CDD/PD	7.09
			Public Safety	Floor Mats - City Hall/PW/CDD/PD	4.47
			Public Works	Floor Mats - City Hall/PW/CDD/PD	3.90
			Community Development	Floor Mats - City Hall/PW/CDD/PD	3.93
ARAMARK UNIFORM SERVICES Total					143.94
ASSOCIATED CONSULTANTS INC.	1030	18-233-02	Community Development	Rigefield Apartments Plan Review	1,976.25
		18-223-02	Community Development	UNFI Facility Expansion Plan Review	1,487.50
		18-232-02	Community Development	Rosauers Plan Review Number 42	2,126.50
		18-251-01	Community Development	Keller Supply Building Plan Review	2,507.50
		18-171-03	Community Development	The Vancouver Clinic Plan Review	488.75
				ASSOCIATED CONSULTANTS INC. Total	
BLACK KNIGHT EMBLEM & INSIGNIA LLC	3108	246	Genl Govt/Facilities	Pink Patches	(17.64)
			Public Safety	Pink Patches	227.64
BLACK KNIGHT EMBLEM & INSIGNIA LLC Total					210.00
BLUEFIN PAYMENT SYSTEMS	2827	2827-201812	Public Works	Citizen Payment Processing Fees NOV 2018	2,209.57
BLUEFIN PAYMENT SYSTEMS Total					2,209.57
BSK ASSOCIATES	2119	V804067	Public Works	NOV 2018 Coliform Testing	200.00
BSK ASSOCIATES Total					200.00
Burrell Galen & Jean	UB*00169	(blank)	Genl Govt/Facilities	Refund Check	3.12
Burrell Galen & Jean Total					3.12
CENTRO BUSINESS FORMS INC	2936	217485	Genl Govt/Facilities	W-2s and 1099s	214.68
CENTRO BUSINESS FORMS INC Total					214.68
CFM STRATEGIC COMMUNICATIONS INC.	2551	24798	Genl Govt/Facilities	Nov 2018 Lobbyist	4,530.00
CFM STRATEGIC COMMUNICATIONS INC. Total					4,530.00
CINTAS FIRE PROTECTION	2520	OF80508777	Genl Govt/Facilities	City Hall Fire Extinguisher Inspection	181.08
CINTAS FIRE PROTECTION Total					181.08
CITY OF LACENTER	2846	791	Public Works	Fuel for Street Sweeping	56.00

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

CITY OF LACENTER Total					56.00
CITY OF RIDGEFIELD	95	COM-18-0024	Genl Govt/Facilities	PW Equipment Storage Shed Permit	270.90
			Public Works	PW Equipment Storage Shed Permit	812.70
CITY OF RIDGEFIELD Total					1,083.60
CLARK COUNTY	102	220005227	Judicial	Supervision and Interviews 10-2018	283.32
CLARK COUNTY Total					283.32
CLARK COUNTY FIRE AND RESCUE	3047	1197	Public Works	Fire Marshall Services NOV 2018	95.00
CLARK COUNTY FIRE AND RESCUE Total					95.00
CLARK COUNTY TREASURERS OFFICE	554	RSD-201812-01	Genl Govt/Facilities	Capital Share VRMS	750,000.00
		SIF201811-01	Genl Govt/Facilities	School Impact Fees	191,889.00
CLARK COUNTY TREASURERS OFFICE Total					941,889.00
Clark John	UB*00167	(blank)	Genl Govt/Facilities	Refund Check	103.33
Clark John Total					103.33
CLARK PUBLIC UTILITIES	110	7448-974-1-1218	Public Works	N 35th Ave and Pioneer St - Electricity	139.43
		7453-365-4-1218	Public Works	535 N Abrams Park Rd - Electricity	82.36
		7207-402-4-20181220	Public Works	1504 NW Intertie 3 - Water	1,355.30
		14295851	Public Works	RORC Temporary Electricity Services	996.97
		7123-806-7-20181220	Public Works	Pioneer St. & Gee Creek Loop - Electricity	54.55
		7206-643-4-20181220	Public Works	400 N Abrams Park Rd	698.53
		7122-944-7-20181220	Public Works	512 N Allen Dr - Electricity	53.74
		7124-838-9-20181220	Public Works	Overlook Park - Electricity	168.65
		7122-942-1-20181220	Public Works	3701 N 3rd Cir - Electricity	53.96
		7206-644-2-20181220	Public Works	City Park/Water Well	2,463.60
		7207-401-6-20181220	Public Works	800 NE 264 St Intertie 1 - Water	1,224.14
		7126-408-9-20181220	Public Works	2300 N 3rd Way Bellwood Trail Lights	76.67
		7207-403-2-20181220	Public Works	911 N 65th Ave Intertie 2 - Water	251.69
		7206-552-7-20181220	Public Works	214 S Riverview Dr	34.66
CLARK PUBLIC UTILITIES Total					7,654.25
CLARK REGIONAL WASTEWATER DISTRICT	741	0741-032752-000-122018	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	148.23
		0741-032664-000-122018	Public Works	301 N 3rd Ave CDD - Sewer	24.20
			Community Development	301 N 3rd Ave CDD - Sewer	24.20
		0741-032695-000-122018	Public Works	109 W Division WWTP - Sewer	280.12
		0741-035480-000-122018	Public Works	255 S 56th Pl Well & Reservoir - Sewer	39.60
		0741-032894-000-122018	Public Works	Abrams Park Kitchen - Sewer	39.60
		0741-032895-000-122018	Public Works	Abrams Park Restrooms - Sewer	72.60
		0741-032712-000-122018	Public Safety	116 N Main Ave PD - Sewer	46.59
		407-201812-01	Public Works	Sewer Cash Transfer to CRWWD/DCWA	119,711.31
		0741-032899-000-122018	Public Works	Abrams Park Former Mgr House - Sewer	42.96
CLARK REGIONAL WASTEWATER DISTRICT Total					120,429.41
CLEAN WORLD MAINTENANCE INC	3105	42697	Genl Govt/Facilities	Dec 2018 Window Cleaning - City Hall/PD	250.75
			Public Safety	Dec 2018 Window Cleaning - City Hall/PD	75.00
CLEAN WORLD MAINTENANCE INC Total					325.75
CLEARGOV INC.	3109	INV-0396	Information Technology	Financial ClearGov Subscription 2019	2,845.51

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City of Ridgefield
Claims Payment Report
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4.1.a

CLEARGOV INC. Total					2,845.51
COLUMBIAN PUBLISHING	116	68030	Genl Govt/Facilities	Happy Holidays Advertisement	600.00
		6737	Public Works	Advertising	90.00
			Community Development	Advertising	190.80
		95090	Community Development	Kemper Grove PLZ-18-0131	147.60
		95830	Community Development	Advertisement - Paradise Found SEPA PLZ-18-0095	120.60
		91670	Genl Govt/Facilities	Transportation Benefit Dist Funding Ad	92.40
		83560	Genl Govt/Facilities	Ridgefield Transportation District	156.60
COLUMBIAN PUBLISHING Total					1,398.00
COMCAST	2271	2271-201812-116	Public Safety	PD Communications	350.25
		2271-201812-230	Genl Govt/Facilities	City Hall Communications	302.45
COMCAST Total					652.70
COMDATA NETWORK INC.	1101	20299946	Genl Govt/Facilities	PW/CDD Fuel XN173	79.37
			Public Works	PW/CDD Fuel XN173	1,103.08
			Community Development	PW/CDD Fuel XN173	274.50
		20299940	Public Safety	PD Fuel XN795	1,023.19
COMDATA NETWORK INC. Total					2,480.14
COMPULINK MANAGEMENT CENTER INC.	2648	144447	Genl Govt/Facilities	Document Management System	(31.58)
			Public Works	Document Management System	163.03
			Community Development	Document Management System	97.82
			Information Technology	Document Management System	146.73
COMPULINK MANAGEMENT CENTER INC. Total					376.00
DEPARTMENT OF LICENSING	154	RG0000299-2018	Genl Govt/Facilities	CPL Renewal - Wilson	18.00
DEPARTMENT OF LICENSING Total					18.00
DICK'S TIRE FACTORY	158	D12681	Public Safety	Vehicle Maint	41.21
DICK'S TIRE FACTORY Total					41.21
DKS ASSOCIATES	1565	68477	Community Development	On-Call Services	2,118.75
DKS ASSOCIATES Total					2,118.75
E2 LAND USE PLANNING SERVICES LLC	485	0485-201812	Community Development	NOV 2018 Planning Consulting Services	19,855.69
E2 LAND USE PLANNING SERVICES LLC Total					19,855.69
ELCOR INC	2081	MSP-11088	Public Safety	Information Technology Services - Nov 2018	1,484.70
			Public Works	Information Technology Services - Nov 2018	1,252.84
			Community Development	Information Technology Services - Nov 2018	1,396.13
			Information Technology	Information Technology Services - Nov 2018	2,794.95
		11129	Genl Govt/Facilities	Sonic Wall for RDS Offices	4,401.52
ELCOR INC Total					11,330.14
FERGUSON ENTERPRISES INC # 8423	181	704379	Public Works	Water Meters	1,435.61
		0652944-8	Public Works	MXU's for Meter Replacement	14,634.00
		721044	Public Works	Water Meters	9,220.76
		0652944-10	Public Works	MXU's for meter replacement	21,951.00
FERGUSON ENTERPRISES INC # 8423 Total					47,241.37
GISI MARKETING GROUP	2811	150639	Genl Govt/Facilities	2019 Event Bookmark	359.89
GISI MARKETING GROUP Total					359.89

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

GRAINGER	206	9022081393	Public Works	Well Number 8 Heater	69.18
GRAINGER Total					69.18
HARRY'S LAWN AND POWER EQUIPMENT	214	151974	Genl Govt/Facilities	Equipment Maint	68.78
		151975	Public Works	Equipment Maint	619.03
			Public Works	Equipment Maint	49.30
HARRY'S LAWN AND POWER EQUIPMENT Total					737.11
Hensley Jim & Nancy	UB*00155	(blank)	Genl Govt/Facilities	Refund Check	42.21
Hensley Jim & Nancy Total					42.21
HOME DEPOT CREDIT CARD SERVICES	1805	1805-201812	Genl Govt/Facilities	Operational Supplies	126.71
			Public Works	Operational Supplies	66.80
HOME DEPOT CREDIT CARD SERVICES Total					193.51
HONEY BUCKETS	223	550894199	Genl Govt/Facilities	City Events Port-a-Potty	175.00
HONEY BUCKETS Total					175.00
INTERSTATE SPECIAL EVENTS	2706	133403-1	Genl Govt/Facilities	HT Celebration 2018 Equipment Rental	1,412.60
INTERSTATE SPECIAL EVENTS Total					1,412.60
J & S Caldera Estate Llc	UB*00168	(blank)	Genl Govt/Facilities	Refund Check	38.70
J & S Caldera Estate Llc Total					38.70
J.L. STOREDAHL AND SONS	558	262767	Genl Govt/Facilities	Crushed Rock	12.89
			Public Works	Crushed Rock	179.15
			Community Development	Crushed Rock	8.44
J.L. STOREDAHL AND SONS Total					200.48
JANEAN Z PARKER	2199	24	Public Works	Legal Services - Nov 2018	200.00
			Community Development	Legal Services - Nov 2018	1,150.00
			Legal	Legal Services - Nov 2018	2,850.00
JANEAN Z PARKER Total					4,200.00
JESSICA KIPP	2099	2099-20181220	Genl Govt/Facilities	Events - Community Events Mileage Reimbursement -	79.79
		2099-201820	Administration	Mileage Reimbursement	168.95
JESSICA KIPP Total					248.74
JOE TURNER P.C.	1437	840	Community Development	Hearings Examiner	2,071.64
JOE TURNER P.C. Total					2,071.64
Karpenko Vlad	UB*00166	(blank)	Genl Govt/Facilities	Refund Check	96.00
Karpenko Vlad Total					96.00
KEITH'S SPORTING GOODS INC.	3049	61218rpd	Genl Govt/Facilities	GLOCK 17 and AMG Night Sights	(46.75)
			Public Safety	GLOCK 17 and AMG Night Sights	603.25
KEITH'S SPORTING GOODS INC. Total					556.50
KENYON DISEND PLLC	1746	187915	Community Development	Professional Attorney Services Annexation Appeal	222.45
		187916	Community Development	Prof Attorney Services - Comp Plan Appeal 2018	3,974.28
KENYON DISEND PLLC Total					4,196.73
LAFROMBOISE COMMUNICATIONS INC	2388	107585	Genl Govt/Facilities	Advertising Ridgefield Transportation District	47.73
LAFROMBOISE COMMUNICATIONS INC Total					47.73
LARCH CORRECTIONS CENTER	2088	LCC1811.696	Genl Govt/Facilities	NOV 2018 City Clean Up	69.25
			Public Works	NOV 2018 City Clean Up	908.11
LARCH CORRECTIONS CENTER Total					977.36

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

Latham Suzanne	UB*00170	(blank)	Genl Govt/Facilities	Refund Check	111.47
Latham Suzanne Total					111.47
LATTE DA COFFEE HOUSE AND WINE BAR	2437	695	Genl Govt/Facilities	HT Celebration 2018 Cocoa and Cider Service	642.81
LATTE DA COFFEE HOUSE AND WINE BAR Total					642.81
LES SCHWAB TIRES WOODLAND	272	42600312737	Public Safety	Vehicle Maint - Officer Pettit	76.14
		42600312608	Public Safety	Tires Officer Pettit	176.01
LES SCHWAB TIRES WOODLAND Total					252.15
LEWIS COUNTY SHERIFF'S OFFICE	2465	2465-201812	Public Safety	RPD Covanta Reimbursement	7.50
LEWIS COUNTY SHERIFF'S OFFICE Total					7.50
MALLORY SAFETY AND SUPPLY LLC	285	4554282	Genl Govt/Facilities	Uniforms & Vehicle Supplies	28.65
			Public Works	Uniforms & Vehicle Supplies	622.43
			Community Development	Uniforms & Vehicle Supplies	8.58
MALLORY SAFETY AND SUPPLY LLC Total					659.66
MARIUS L MALATTIA	1817	116	Community Development	Design Reviews - Nov 2018	825.00
MARIUS L MALATTIA Total					825.00
MERCHANT TRANSACT	2901	28226884	Public Works	ACH Processing Fees	222.71
		28252562	Public Works	ACH Processing Fees	240.92
MERCHANT TRANSACT Total					463.63
MODERN MARKETING	3014	MMI130498	Genl Govt/Facilities	PD Chroma Flashlights/Stylus	(30.44)
			Public Safety	PD Chroma Flashlights/Stylus	392.79
MODERN MARKETING Total					362.35
MUNICIPAL CODE CORP.	1185	321738	Genl Govt/Facilities	Codification	275.00
MUNICIPAL CODE CORP. Total					275.00
NAPA AUTO PARTS	498	90575	Public Safety	Vehicle Maint	13.38
NAPA AUTO PARTS Total					13.38
NATIONAL MAIN STREET CENTER INC.	3103	739568	Human Resources	2019 Main Street Now Conf. Reg - Knottnerus	284.00
			Administration	2019 Main Street Now Conf. Reg - Knottnerus	426.00
NATIONAL MAIN STREET CENTER INC. Total					710.00
NORTHWEST NATURAL GAS	315	0315-8578-7	Genl Govt/Facilities	PW Shop - Natural Gas	3.96
			Public Works	PW Shop - Natural Gas	18.78
		0315-1000591-6	Public Safety	Police Department - Natural Gas	52.94
		0315-8817-9	Genl Govt/Facilities	City Hall - Natural Gas	158.89
NORTHWEST NATURAL GAS Total					234.57
NW CONSTRUCTION GENERAL CONTRACTING INC.	2900	PR008	Genl Govt/Facilities	35th and Pioneer Roundabout Project	(8,620.47)
			Public Works	35th and Pioneer Roundabout Project	172,409.42
NW CONSTRUCTION GENERAL CONTRACTING INC. Total					163,788.95
OFFICIAL PAYMENTS CORPORATION	1701	1000000841	Public Works	E-Pay Fees Oct 2018	1.95
OFFICIAL PAYMENTS CORPORATION Total					1.95
ONE CALL CONCEPTS	326	8119098	Public Works	Nov 2018 Excavation Notif. & Modem Ticket Delivery	188.76
ONE CALL CONCEPTS Total					188.76
ON-HOLD CONCEPTS INC	2217	470258	Information Technology	On Hold Music Service - Dec 2018	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	121800012	Public Works	RORC Project Mgmt. & Hillhurst Rd. Improvements	21,809.98

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

OTAK INC.	1787	121800069	Public Works	Stormwater Comprehensive Plan	1,699.50
OTAK INC. Total					23,509.48
PATRICK HILDRETH BRAND AND DESIGN	2372	1244	Genl Govt/Facilities	Prof Design/Web Maint	650.00
			Information Technology	Prof Design/Web Maint	250.00
PATRICK HILDRETH BRAND AND DESIGN Total					900.00
PINK LEMONADE PROJECT	3110	3110-201812	Public Safety	Pink Patch Project Donation	754.36
PINK LEMONADE PROJECT Total					754.36
PITNEY BOWES	341	3307669037	Genl Govt/Facilities	Postage Machine Lease City Hall	405.12
PITNEY BOWES Total					405.12
PNWS-AWWA	1070	3347	Public Works	2019 Dues - PNWS-AWWA	250.00
PNWS-AWWA Total					250.00
PRECISION PAVING PLUS LLC	2924	171125	Public Works	9th Street Sink Hole Repair	6,829.20
PRECISION PAVING PLUS LLC Total					6,829.20
QUICK LANE TIRE AND AUTO CENTER	3050	373918	Public Safety	PD Vehicle Maint.	48.95
QUICK LANE TIRE AND AUTO CENTER Total					48.95
R.SCOTT BRUNSON	1467	1467-201812	Genl Govt/Facilities	Reimbursement for uniform boots	(4.83)
			Public Works	Reimbursement for uniform boots	166.83
R.SCOTT BRUNSON Total					162.00
RICOH USA INC.	1662	101420394	Public Safety	PD Copier Lease	186.23
RICOH USA INC. Total					186.23
RIDGEFIELD HARDWARE	376	0376-201812	Genl Govt/Facilities	Operational Supplies	285.10
			Public Safety	Operational Supplies	34.72
			Public Works	Operational Supplies	592.72
			Community Development	Operational Supplies	19.73
RIDGEFIELD HARDWARE Total					932.27
SAN DIEGO POLICE EQUIPMENT CO.	1067	635441	Public Safety	Ammunition	329.99
		635310	Public Safety	Ammunition	787.10
SAN DIEGO POLICE EQUIPMENT CO. Total					1,117.09
SANTA JIM	2745	2745-201812	Genl Govt/Facilities	HT - Celebration Santa 12-2018	300.00
SANTA JIM Total					300.00
SHRED-IT US JV LLC	2274	8126118695	Genl Govt/Facilities	Secure Shredding - CDD	1.00
			Public Works	Secure Shredding - CDD	13.94
			Community Development	Secure Shredding - CDD	16.26
		8126118696	Genl Govt/Facilities	Secure Shredding City Hall	31.20
SHRED-IT US JV LLC Total					62.40
SMARSH	2550	INV00436657	Information Technology	Social Media and Email Archiving - NOV 2018	359.20
SMARSH Total					359.20
STAPLES CONTRACT & COMMERCIAL INC	2884	8052333158	Genl Govt/Facilities	Office and Operational Supplies	383.68
			Public Safety	Office and Operational Supplies	261.55
			Public Works	Office and Operational Supplies	72.32
			Community Development	Office and Operational Supplies	79.13
STAPLES CONTRACT & COMMERCIAL INC Total					796.68
STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-005-117-630	Genl Govt/Facilities	NOV 2018 Excise and B&O Tax	9.08

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

STATE OF WASHINGTON DEPARTMENT OF REVENUE	156	0-005-117-630	Public Works	NOV 2018 Excise and B&O Tax	14,117.02
STATE OF WASHINGTON DEPARTMENT OF REVENUE Total					14,126.10
TAD ARENDS	690	0690-201812	Public Works	Employee Reimbursement - Arends	10.28
TAD ARENDS Total					10.28
THE PARR COMPANY	964	26435503	Genl Govt/Facilities	Hardhat Kelley	1.27
			Public Works	Hardhat Kelley	17.59
			Community Development	Hardhat Kelley	0.83
		26435272	Public Works	Shop Supplies & Tools	113.16
		26435551	Genl Govt/Facilities	HT 2018 Xmas Tree	30.12
		26436168	Public Works	Operational Supplies	23.31
		26434985	Genl Govt/Facilities	HT 2018 Xmas Tree	17.34
THE PARR COMPANY Total					203.62
TOKAY SOFTWARE	1167	108139	Genl Govt/Facilities	Web Tests	(1.01)
			Public Works	Web Tests	13.01
TOKAY SOFTWARE Total					12.00
US BANK	2237	2237-201812	Finance	Custody Charges 2018	22.00
US BANK Total					22.00
USA BLUEBOOK	444	752496	Public Works	Water Parts	416.97
USA BLUEBOOK Total					416.97
VANCOUVER AUTO GROUP	451	111736	Public Safety	LT Rhine Vehicle Maint	85.27
VANCOUVER AUTO GROUP Total					85.27
VERIZON WIRELESS	452	9819285279	Genl Govt/Facilities	PW Director iPad	5.55
				PW Cell Phones & 2 iPads	61.63
				Julie iPad	36.86
			Public Safety	PD Cell Phones	1,032.48
				PD Chief iPad	36.89
			Public Works	PW Director iPad	23.90
				PW Cell Phones & 2 iPads	856.41
			Community Development	PW Director iPad	7.38
				PW Cell Phones & 2 iPads	40.35
				CDD Cell Phones	415.92
				CDD Director iPad	36.89
			Finance	Finance Director iPad	36.89
			Council	Council iPads	280.07
			Administration	Deputy City Manager iPad	36.89
			Executive	City Manager iPad	36.89
VERIZON WIRELESS Total					2,945.00
WABO	1024	WABO2019	Community Development	2019 Membership Renewal - Jim Perry	95.00
WABO Total					95.00
WASHINGTON STATE PATROL	463	I19003594	Genl Govt/Facilities	Background Checks	246.00
WASHINGTON STATE PATROL Total					246.00
WELLS FARGO	1681	201812-5494	Genl Govt/Facilities	Dec18 -Kipp Big Lots Stores	34.00
				HT-Dec18 -Kipp Walgreens	32.51

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

4.1.a

WELLS FARGO	1681	201812-5494	Genl Govt/Facilities	Dec18 -Kipp Amazon	133.62
				Dec18 -Kipp Facebook	5.94
				WC-Dec18 -Kipp Facebook	11.69
				HT-Dec18 -Kipp Amazon	98.56
				Dec18 -Kipp Guitar Center	1,088.86
				HT-Dec18 -Kipp Target	229.54
				HT-Dec18 -Kipp Wal-Mart	129.14
				Dec18 -Kipp Target	135.20
				HT-Dec18 -Kipp Facebook	47.51
				Dec18 -Kipp Amazon	50.41
		201812-2960	Genl Govt/Facilities	Dec18 -Johnson Costco	62.34
				Dec18 -Johnson Amazon	26.23
				Dec18 -Johnson Amazon	4.85
				Dec18 -Johnson MRSC Rosters	275.00
			Public Safety	Dec18 -Johnson Costco	39.99
				Dec18 -Johnson Costco	22.41
			Public Works	Dec18 -Johnson Amazon	13.81
				Dec18 -Johnson Amazon	67.62
			Community Development	Dec18 -Johnson Costco	14.21
				Dec18 -Johnson Amazon	3.19
		201812-4015	Finance	Dec18 -Johnson Clark County Parking	1.25
			Genl Govt/Facilities	Dec18 -Arends Carl B Clean Carwash	12.00
				Dec18 -Arends Mccoy Freightliner	(7.69)
				Dec18 -Arends Burgerville	4.77
			Public Works	Dec18 -Arends Carl B Clean Carwash	68.00
				Dec18 -Arends Mccoy Freightliner	521.13
				Dec18 -Arends Burgerville	27.05
				Dec18 -Arends Harbor Freight Tools	166.90
			Community Development	Dec18 -Arends Mccoy Freightliner	24.55
		201812-8453	Genl Govt/Facilities	Dec18 -Kast Dry Box	5.58
			Public Works	Dec18 -Kast Dry Box	77.49
			Community Development	Dec18 -Kast Dry Box	3.65
				Dec18 -Kast Harbor Freight Tools	43.34
		201812-1889	Executive	Dec18 -Stuart The Eatery at the Grants House	18.98
				Dec18 -Stuart El Rancho Viejo	53.46
				Dec18 -Stuart Sheraton Seattle	463.24
				Dec18 -Stuart Country Cafi½ Ridgefield WA	60.17
				Dec18 -Stuart WASB Assoc Service Fee	6.41
				Dec18 -Stuart Alaska Air	190.20
				Dec18 -Stuart Toms Urban WA	24.19
				Dec18 -Stuart Billygans Roadhouse Vancouver	17.61
				Dec18 -Stuart Delta Air	262.20
				Dec18 -Stuart End of the Road Grill	18.97

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: December 20th, 2018

WELLS FARGO	1681	201812-1889	Executive	Dec18 -Stuart Office Depot	22.75	
				Dec18 -Stuart WSBA	256.50	
				Dec18 -Stuart COV Parking	2.50	
				Dec18 -Stuart PDX Airport Parking	48.00	
				Dec18 -Stuart Gogo Air	4.95	
				Dec18 -Stuart Clark County Parking	2.50	
		201812-1133	Genl Govt/Facilities	Dec18 -Stuart Adobe Acrobat	16.25	
				Dec18 -Brunson Golden Corral	4.54	
			Public Works	Dec18 -Brunson Golden Corral	86.13	
				Public Safety	Dec18 -Hoots Amazon	27.56
			201812-9760		Public Safety	Dec18 -Hoots Starbucks
				Genl Govt/Facilities		Dec18 -Blehm Best Western Plus Silverdale
		Dec18 -Blehm Costco			79.96	
		Public Works			Dec18 -Blehm Best Western Plus Silverdale	266.07
		Human Resources			Dec18 -Blehm Costco	193.88
		201812-1117		Human Resources	Dec18 -Blehm Costco	132.31
			Dec18 -Blehm Lava Java		30.41	
			Community Development	Dec18 -Blehm The Sportsmans	12.00	
				Genl Govt/Facilities	Dec18 -Niten The Sportsmans	12.00
			Dec18 -Knottnerus Ridgefield Pioneer Market		2.15	
			Human Resources		Dec18 -Knottnerus American Public Works	425.00
		Information Technology	Dec18 -Knottnerus Amazon Web Services		1.09	
		201812-4056	Genl Govt/Facilities	Dec18 -Knottnerus Canvas Host	14.99	
				Dec18 -Ferriss House of Antique Hardware	21.86	
			Council	Dec18 -Ferriss Great Vancouver Chamber	700.00	
				Dec18 -Ferriss Assoc of WA Cities	50.00	
			Executive	Dec18 -Ferriss Great Vancouver Chamber	100.00	
				Dec18 -Ferriss Assoc of WA Cities	50.00	
		201812-8989	Public Safety	Dec18 -Brooks The Columbian Publishing	0.99	
				Dec18 -Brooks On The Spot Engraving	66.12	
Dec18 -Rhine City of Vancouver Parking	4.00					
201812-7296	Public Safety					
WELLS FARGO Total					7,277.91	
WILCO FARM STORE	655	700662	Genl Govt/Facilities	HT Celebration 122018	209.75	
WILCO FARM STORE Total					209.75	
WILCOX AND FLEGEL	1469	0324752-IN	Genl Govt/Facilities	Fuel for PW Fac & Util	73.91	
			Public Works	Fuel for PW Fac & Util	984.35	
			Community Development	Fuel for PW Fac & Util	50.74	
WILCOX AND FLEGEL Total					1,109.00	
WOODLAND TRUE VALUE HARDWARE	1507	A202424-A202823	Public Works	Operational Supplies	146.63	
WOODLAND TRUE VALUE HARDWARE Total					146.63	
Grand Total					1,425,395.08	

Attachment: December 20 2018 Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Minutes from December 6, 2018 Meeting

AGENDA ITEM TITLE:

Approval of minutes from the following meeting(s) of the council:

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

Staff recommends Council approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 12-06-2018 (PDF)



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

December 6, 2018

Regular Meeting - 6:30 PM

STUDY SESSION - 5:30 P.M.

1. Federal Legislative Update

GENERAL SESSION CALL TO ORDER - 6:30 PM

FLAG SALUTE

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
David Taylor	Councilor	Present	
Lee Wells	Councilor	Present	
Don Stose	Mayor	Present	
Darren Wertz	Councilor	Absent	
Sandra Day	Councilor	Present	
Jen Lindsay	Councilor	Present	

MOTION: Council Member David Taylor moved to excuse Council Member Darren Wertz from the meeting.

SECOND: Council Member Day.

Vote-Yes: Council Member Taylor, Day, Onslow, Lindsay, Wells and Mayor Stose.

Vote-No: None.

Motion Passed.

LATE CHANGES TO THE AGENDA

PUBLIC COMMENT

Rob Aichele - Resident/Planning Commission Member

Provided construction update on the Ridgefield High School addition project.

Attachment: 12-06-2018 (Approval of Minutes)

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from November 15, 2018 Meeting

BUSINESS

1. Second Reading of Ordinance No. 1281 – Amendment of the Geographical Boundaries of the Ridgefield Transportation Benefit District - Kirk Johnson, Finance Director

On November 15, 2018, the City Council held a public hearing on the proposed amendments to the District boundaries and functions. Transportation improvements include projects contained within the transportation plan of the City and may include the operation, preservation, and maintenance as well of transportation facilities; the preservation, and maintenance of the City's transportation improvements will avoid future catastrophic failure of the improvements which would require significant additional funds to reconstruct.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1281 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Lee Wells, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

2. Resolution No. 550 – Approval of Heritage Tree Register - Jeff Niten, Community Development Director

Following the adoption of the Heritage Tree program for Ridgefield in 2017 staff began to develop a program for nomination of Heritage Trees throughout the city. To comply with the program each nominated tree, or grove of trees, must meet at least one of the criteria outlined in RDC 18.840. The criteria for a single tree, or a grove of trees are similar. For any individual tree or grove of trees to be listed as a heritage tree(s), it must be in an apparently healthy growing condition and one or more of the following exist: The tree has a diameter (at breast height) of thirty-six inches or greater; The tree has a distinctive size, shape, or location, or is of a distinctive species or age which warrants a heritage tree status; The tree possesses exceptional beauty which warrants a heritage tree status; The tree is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks or trees located along ridge lines; The tree has a documented association with a historical figure, property, or significant historical event. The city created a feature on the website, and on the Ridgefield mobile app that allows for easy nomination to the Heritage Tree register. City have received 11 nominations for consideration by the City Council. All property owners of nominated trees were notified in writing more than 30 days prior to the hearing for Council consideration. City Council conducted discussion.

MOTION: MOVED TO ADOPT RESOLUTION NO. 550 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Day, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

3. Resolution No. 551 – Approval of Designation of S. Hillhurst as an Arterial Approach - Bryan Kast, Public Works Director

In 2017 the City implemented a temporary all-way stop at the Intersection of S. Hillhurst Road and Pioneer Street as a result of construction detours causing traffic back-ups on Pioneer and Hillhurst. The temporary all-way stop was successful at relieving the traffic issue and the City received positive feedback from the public about the improvements to the intersection. To date the temporary stop signs have remained in place, and to make these improvements permanent the Washington State Department of Transportation (WSDOT) requires that the City designate S. Hillhurst as an arterial approach.

MOTION: MOVED TO ADOPT RESOLUTION NO. 551 AS PRESENTED.

RESULT:	ADOPTED [5 TO 1]
MOVER:	Lee Wells, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Taylor, Wells, Stose, Day, Lindsay
NAYS:	Onslow
ABSENT:	Wertz

4. Motion - Approval of Interlocal Agreement for the Joint Representation on the C-TRAN Board of Directors - [7:04 PM](#)

The proposed amendment, which has already been agreed on by the Councils of both the City of La Center and Town of Yacolt at duly authorized and noticed meetings, extends the provisions of the Agreement for 5 (five) years, expiring on December 31, 2023. There is one provision added, as Section D, specifying a new rotation for primary and alternate representation when consensus cannot be reached, which would provide a continuation from the 2016-2018 agreement as follows:

2019 - La Center or Yacolt rep serves as primary, Ridgefield rep serves as alternate

2020 - Ridgefield rep serves as primary, La Center or Yacolt rep serves as alternate

2021 - La Center or Yacolt rep (opposite of 2019) serves as primary, Ridgefield rep serves as alternate

2022 - Ridgefield rep serves as primary, La Center or Yacolt rep (opposite of 2020) serves as alternate

2023 - La Center or Yacolt rep (opposite of 2021) serves as primary, Ridgefield rep serves as alternate

MOTION: MOVED TO APPROVE THE PROPOSED AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD, THE CITY OF LA CENTER, AND THE TOWN OF YACOLT, FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS AS PRESENTED.

Add to Mayor's Reports: Appointment confirmation to the C-TRAN Board of Directors.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lee Wells, Councilor
SECONDER:	Jen Lindsay, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

PUBLIC HEARING/BUSINESS

1. Public Hearing and Second Reading of Ordinance No. 1280 – 2019 Proposed Budget - Kirk Johnson, Finance Director

The 2019 budget proposes total revenues of \$22.9 million and \$19.7 million in expense. The 2019 budget proposes an operating budget of \$11,234,168, capital budget of \$3,919,981, special revenue budget of \$8,791, capital service budget of \$3,726,658 and a debt service budget of \$808,499, for a total budget of \$19,698,097. The net impact on overall fund balance is an increase of \$3,185,465. Transfers between funds included in the budget total \$5,501,519, with \$1,065,260 associated with the operating funds, transfers to the equipment replacement fund in the amount of \$135,675, transfers for debt service in the amount of \$808,499, and \$3,492,085 for capital projects. Total revenues and the use of fund balance and/or designated reserves are projected to sufficiently support the proposed budget. The 2019 proposed budget includes funding for three new full-time equivalent positions. The new positions are for an engineer trainee, an administrative assistant, and a public works maintenance worker. The total FTE count for the City of Ridgefield with these additions is 48.75, which includes 47 full-time positions and 3 part-time positions.

Mayor opened the hearing: 7:12PM

Rob Aichele - Resident/Planning Commission Member

City currently has 1 employee as Development Inspector/Code Enforcement Officer

Consider hiring additional employee as development inspector for 2019

Position is needed with all the new development going in

Mayor closed the hearing: 7:14PM

MOTION: MOVED TO ADOPT ORDINANCE NO. 1280 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jen Lindsay, Councilor
SECONDER:	Ron Onslow, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

2. Public Hearing and First Reading of Ordinance No. 1282 - Pioneer Village Development Agreement - Jeff Niten, Community Development Director

The Pioneer Village Mixed Use development was the subject of a previous Development Agreement which describes the development of parcels 213741-000 and 213742-000 as a mix of uses including 300 residential apartments, an approximate 10 acre Community Park, and a commercial component of approximately 16 commercial retail buildings. The Master Plan, which applied the Ridgefield Mixed Use Overlay to the entire site was approved in June 2018. This Development Agreement adds to components to the previously agreed upon design. First, the agreement will require the applicant to purchase Traffic Impact Fee (TIF) credits from an entity that has credits available, and participated in construction of Royle Road. The purchase will be for the entire amount held by the entity, or all credits required for the

development, whichever is less. Secondly, the applicant will be required to implement the approved wetland mitigation, except for monitoring and maintenance. The city will be obligated to delineate the critical area and prepare a mitigation plan for the master planned site, and maintain and monitor the work completed by the applicant. Further, the building and impact fees for the project shall be those in effect when the agreement is approved by City Council.

Mayor opened the hearing: 7:21PM

No testimony received.

Mayor closed the hearing: 7:21PM

First reading conducted.

3. Public Hearing and First Reading of Ordinance No. 1284 - Intent to assume the rights, powers, functions, and obligations of the Ridgefield Transportation Benefit District - Kirk Johnson, Finance Director

The TBD was formed to provide funding for the city match for the I-5 interchange project. The project was completed and closed out in 2012 and the funding source expired as of the close-out of the project. At the time the TBD was formed, statutes required they be formed as a separate legal entity. Meetings were held separately from the regular City Council meetings and separate financial statements were prepared. The State Legislature enacted the 2015 Second Engrossed Substitute Senate Bill 5987, codified in RCW 36.94 providing public entities with the ability to assume the rights, powers, functions, and obligations of a transportation benefit district. The Ridgefield TBD is still active, however there are no current funding sources for the TBD. Staff recommend that Council hold a Public Hearing to determine if the assumption of the TBD is in the best interest of the City. Per RCW 36.74.020 a public hearing is required prior to Council's decision to assume the TBD. No action is being requested at this time on funding sources.

Mayor opened the hearing: 7:25PM

No testimony received.

Mayor closed the hearing: 7:25PM

First reading conducted.

4. Public Hearing and First Reading of Ordinance No. 1285 - Adopt a Source for Funding for the Construction, Preservation, and Maintenance of Transportation Improvements in the City of Ridgefield - Kirk Johnson, Finance Director

The Ridgefield TBD was formed in 2008 to provide funding for the city match for the I-5 interchange project. The project was completed and closed out in 2012 and the funding source expired as of the close-out of the project. The Ridgefield TBD is still active, however there are no current funding sources for the TBD. Staff recommends that Council hold a Public Hearing to determine if it is in the best interest of the City to adopt a dedicated funding source for street construction, preservation and maintenance. Per RCW 36.73 Council has multiple options for adopting dedicated funding sources. The current model considers the impacts of a \$20.00 vehicle licensing fee. Pending approval by Council the fee would go into effect 180 days from the date of adoption.

Mayor opened the hearing: 7:49PM

Clyde Burkle - Resident
 Repaving was recently completed on S Hillhurst Road
 Someone has already cut a hole and it's covered with a steel plate
 Who would be responsible for restoring the pavement?

Rob Aichele - Resident/Planning Commission Member
 In favor of the license fee to preserve our roads
 Understand how the process works
 Agree with Clyde Burkle comment regarding Hillhurst Road

Mayor closed the hearing: 7:51PM

Staff responded to public comments.

First reading conducted.

PUBLIC COMMENT - [7:56 PM](#)

COUNCIL/PRESIDING OFFICER/STAFF REPORTS

Council

Council Member Taylor - Attended Hometown Celebration event.
 Council Member Onslow - Attended oversight committee meeting with Clark Regional Wastewater district, RTC meeting, Hometown Celebration event.
 Council Member Wells - Attended pre-application conference.
 Council Member Lindsay - Attended Hometown Celebration event.
 Council Member Day - Attended Hometown Celebration event, briefing with City manager.

Mayor

Attended Hometown Celebration Event.

Appointment confirmation to the C-TRAN Board of Directors

Appointment confirmation of Council Member Onslow to the C-TRAN Board of Directors.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David Taylor, Councilor
SECONDER:	Sandra Day, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

Appointment of Alternate to Regional Transportation Council Seat for 2019

Appointment of Council Member Onslow as an alternate to Regional Transportation Council Seat for 2019.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Day, Councilor
SECONDER:	David Taylor, Councilor
AYES:	Onslow, Taylor, Wells, Stose, Day, Lindsay
ABSENT:	Wertz

City Manager

City Manager Steve Stuart - Hometown Celebration kudos, state legislative agenda presentation will be presented at the next City Council meeting.

Community Development Director Jeff Niten - Community Development update report provided.

Public Works Director Bryan Kast- Kudos to Public Works for all the help with Hometown Celebration event.

Deputy City Manager Lee Knottnerus - Hometown celebration kudos to the community, City Hall is officially added to the Clark County Heritage Register.

Police Chief John Brooks - Provided an update on out of state plate enforcement.

ADJOURN - [8:10 PM](#)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 12-06-2018 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Ordinance No. 1282 An Ordinance of the City of Ridgefield, Washington Approving a Development Agreement with P45, LLC

PREVIOUS COUNCIL ACTION TAKEN:

Adoption of Ordinance 1256 on February 8, 2018. First reading and public hearing of Ordinance 1282 was held on December 6, 2018.

SUMMARY/BACKGROUND:

The Pioneer Village Mixed Use development was the subject of a previous Development Agreement which describes the development of parcels 213741-000 and 213742-000 as a mix of uses including 300 residential apartments, an approximate 10 acre Community Park, and a commercial component of approximately 16 commercial retail buildings. The Master Plan, which applied the Ridgefield Mixed Use Overlay to the entire site was approved in June 2018.

This Development Agreement adds to components to the previously agreed upon design. First, the agreement will require the applicant to purchase Traffic Impact Fee (TIF) credits from an entity that has credits available, and participated in construction of Royle Road. The purchase will be for the entire amount held by the entity, or all credits required for the development, whichever is less. Secondly, the applicant will be required to implement the approved wetland mitigation, except for monitoring and maintenance.

The city will be obligated to delineate the critical area and prepare a mitigation plan for the master planned site, and maintain and monitor the work completed by the applicant. Further, the building and impact fees for the project shall be those in effect when the agreement is approved by City Council.

BUDGET/FINANCIAL IMPACTS:

Minimal, Public Works operations staff will be required to monitor and maintain the on-site mitigation areas for the time period in the approved mitigation plan.

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1282 by making the following motion:

“I move to adopt Ordinance No. 1282, as presented.”

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS:

Pioneer Village FINAL Development Agreement 12_13_18
(DOCX)
Exhibit B (PDF)

ORDINANCE NO. 1282

ORDINANCE NO. 1282 AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH P45, LLC

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides:

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

WHEREAS, P45, LLC, ("Applicant") has controlling interests in 9.46 acres of real property zoned Commercial Community Business (CCB) and located generally at the South West corner of S. Royal Road and Pioneer Street; and

WHEREAS, the Applicant has an approved master plan to develop the property, approved June 25, 2018 (PLZ-18-0037); and

WHEREAS, the City Council conducted public hearings for the proposed Development Agreement at regular scheduled meeting held on December 6, 2018; and

WHEREAS, the City Council conducted a first reading of this ordinance on December 6, 2018; and

WHEREAS, the City and the Applicant have reached agreement regarding the terms and conditions of a Development Agreement related to the development of the Project, which Development Agreement, together with its Exhibit A, is attached hereto and incorporated herein;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest for the City of Ridgefield to approve the Development Agreement with P45, LLC. Execution of this Agreement will generally: Require purchase of Traffic Impact Fee (TIF) credits from any entity with credits available that participated in the construction of Royle Road, that benefits the subject parcel, and require the applicant to create a mitigation plan which includes on-site mitigation. The agreement requires the city to complete the maintenance and monitoring of the mitigation sites.

Section 2. **Development Agreement Approved.** The City Council for the City of Ridgefield hereby approves the P45, LLC Development Agreement ("Agreement") attached

hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

Section 3. **Corrections**. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Severability**. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 5. **Effective Date**. This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 20TH DAY OF DECEMBER 2018.

Mayor, Don Stose

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	December 6, 2018
First Reading:	December 6, 2018
Second Reading/Passage:	December 20, 2018
Date of Publication:	
Effective Date:	

MAIL TAX STATEMENTS TO:

N/A

AFTER RECORDING RETURN TO:

City of Ridgefield

Attn: Steve Stuart

230 Pioneer St./PO Box 608

Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): P45, LLC, a Washington limited liability company;

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: #41 OF SEC 20 T4NR1EWM 9.46A

FULL LEGAL DESC: See **EXHIBIT A** To This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): 213742000

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: December 20, 2018

PARTIES:

The real property subject to this Development Agreement consists of one tax parcel within the City of Ridgefield, Clark County, Washington: parcel number 213742000. The legal description for the Property is attached as **EXHIBIT A**.

The following individuals and entities are Responsible Parties to the agreement:

P45, LLC, a Washington limited liability company-
CITY OF RIDGEFIELD

The rights and obligations established in this Agreement are assignable by the Current Owners, Developers and Responsible Parties (all as defined in this Agreement) to their heirs, successors and assigns, and Current Owners, Owners, Developers and Responsible Parties will contractually require subsequent Owners, Developers and Responsible Parties with whom Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

The City of Ridgefield is a Washington municipal corporation ("City"), and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Current Owners, Owners, Developers, Responsible Parties and the City, as defined in this Agreement, are collectively referred to as the Parties.

AUTHORITIES

The parties are authorized to enter this Development Agreement by RCW 36.70B.170(1).

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

RECITALS

1. P45, LLC ("P45") intends to develop the Parcel to include a mix of commercial/retail uses and multifamily uses.
2. While P45 believes that a market will exist for both commercial and multifamily development at the Parcel, the transitional nature of the corridor, coupled with the unique nature, scope, and duration of the project proposal, introduces significant additional risk and uncertainty. P45 must make a large up-front capital investment in project planning and design, as well as future development and building applications. In order to proceed, P45 needs a high level of certainty regarding regulatory approvals and project costs over an extended period of time.
3. The City, through the 2016 Comprehensive Plan Update, identified the Parcel as an opportunity for applying RDC 18.235.060, the Ridgefield Mixed Use Overlay "RMUO", in order to provide needed services and amenities for projected population in the area.
4. The City, through the 2014 Parks and Recreation Comprehensive Plan and 2016 Parks and Recreation Capital Facilities Plan, identified a need for a Community Park in the area where the Parcel is located. The 2014 Plan further noted that Greenways and Community Parks, which contain passive components such as pathways, picnic areas and natural areas, are highly encouraged and complementary to active use facilities.
5. Infrastructure necessary to serve the Parcel and provide access for stated uses includes widening of Royle Road and a full access roundabout on the East side of the Parcel, with design attached as **EXHIBIT B**.
6. In order to achieve the Parties' stated interests, the Parties agree to formalize an agreement such that the Subject Parcel may be developed and maintained for a horizontal and

vertical mix of commercial/retail and multifamily development, with integrated adjacent park and open space features.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. RESPONSIBILITIES

1.1) P45

1.1)1. P45' Purchase of Royle Road Transportation Impact Fee Credits. P45 agrees to purchase Traffic Impact Fee Credits from any entity which has been granted Traffic Impact Fee Credits by the City for building improvements to Royle Road which will benefit the Parcel, at the LESSER amount of either a) the total amount of Traffic Impact Fees due as a requirement of development under RDC 18.070; OR b) the total amount of Traffic Impact Fee Credits held by a qualifying entity for building improvements to Royle Road which benefit the Parcel.

1.1)2. P45' Wetland Mitigation. P45 agrees to pay to mitigate wetland impacts as identified in the Mitigation Plan referenced in Section 2.1)2, with the cost not to exceed the amount necessary to purchase adequate off-site mitigation credits from a wetland mitigation bank.

2.1) CITY

- 2.1)1. Applicable Fees. For the term of this Agreement, the rules, regulations, ordinances and official policies governing applicable development fees and Transportation Impact Fees, shall be those in force on the effective date of this Agreement. Further, for the purposes of establishing a maximum amount to be paid by P45 for development review of Parcel projects, all submissions (whether in phases or by building) shall be treated as a single project under the cap.
- 2.1)2. Wetland Delineation and Monitoring. The City agrees to pay to complete, and submit for approval, a Wetland Mitigation Plan for proposed impacts to wetlands on Parcel, as agreed to by the Parties. The Plan shall include on-site mitigation using properties which were master-planned to include the Parcel, under a prior Development Agreement. Further, once P45 has completed required on-site mitigation under the Plan, the City shall take on maintenance and monitoring requirements for on-site mitigation of wetland impacts to the Parcel as agreed to by the Parties.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Execution of Agreement; Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts; each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts – PROVIDED that all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

Effective Date. This Agreement is effective on the date of final approval of this Agreement by the Ridgefield City Council.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

City's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion generally is not a serious threat to public health and safety but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of the Ridgefield City Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of the Current Owners, Developers, Responsible Parties and the City are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Run with the Land. This Agreement will run with the land and benefit and bind the Parties and the Parties' heirs, successors and assigns, and will be recorded with the Clark County Auditor.

Assignability and Contractual Transfer of Obligations: The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties to their heirs, successors and assigns, and the Current Owners, Owners and Developers and Responsible Parties will contractually require subsequent owners and developers with whom Current Owners, Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement. The terms and conditions of this Agreement will be binding on and inure to the

benefit of successor owners of the Subject Properties.

Term. The Term of this Agreement will expire ten (10) years from the date of execution of this Agreement, unless earlier extended by the Parties.

Public Hearing. The Ridgefield City Council has approved execution of this Agreement by ordinance after a public hearing.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

Inconsistencies. If any provisions of the Ridgefield Development Code and land use regulations are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the provisions and if unable to do so, the provisions of this Agreement will prevail, excepting the City's reserved authority as explicitly defined herein.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

Survival. Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

No Benefit to Third Parties. The Parties and the successor owners of the Subject Properties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries. IDM Apartments, LLC, and its assigns will be considered successor and assign of Realvest.

Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

Notices. All notices will be in writing and may be delivered by personal delivery, by

Page 6 - DEVELOPMENT AGREEMENT

overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City:	City of Ridgefield Attn: Steve Stuart 230 Pioneer St. PO Box 608 Ridgefield, WA 98642-0608
With a copy to:	Janean Parker Law Office of Janean Z. Parker PO Box 298 Adna, WA 98522
P45, LLC:	P45, LLC Attn: Ron Edwards 2501 NE 129th Street Vancouver, WA 98686

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Time is of the Essence. Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

P45, LLC –

By:
Its:

Date

State of Washington)
) ss.
City of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

CITY OF RIDGEFIELD –

By: _____

Its: _____

Date

State of Washington)
) ss.
City of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____, of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

(Seal or stamp)

Signature

Title

My appointment expires _____

Approved as to form:

City Counsel

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EXHIBIT A – LEGAL DESCRIPTION

Exhibit "A"

Existing Property Legal Description

Being a tract of land located in the Southeast Quarter of Section 20, Township 4 North, Range 1 East, Willamette Meridian, City of Ridgefield, Clark County, Washington, being more particularly described as follows:

The East half of the Northeast Quarter of the Southeast Quarter of Section 20, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPTING THEREFROM the following described tract of land:

COMMENCING FROM the Northeast corner of the Southeast Quarter of said Section 20;

Thence North 88°46'12" West, along the North line of said Southeast Quarter of Section 20, for a distance of 654.81 feet to the intersection with the Northerly extension of the Westerly line of that tract of land conveyed to the Joseph X Gretsches Revocable Living Trust as described in Auditor's File Number 4379635, Clark County Deed Records;

Thence South 01°44'52" West, along the Northerly extension of said Westerly line, for a distance of 27.82 feet to the Northwest corner of said tract of land conveyed to the Joseph X Gretsches Revocable Living Trust, said corner being 30.00 feet Southerly of, when measured perpendicular to the centerline of State Route 501 (Pioneer Street) and the **TRUE POINT OF BEGINNING**;

Thence South 01°44'52" West, continuing along said Westerly line, for a distance of 1292 .31 feet to the Southwest corner of said Gretsches property;

Thence South 88°37'27" East, along the Southerly line of said Gretsches property, for a distance of 281.34 feet to a point;

Thence North 18°50'16" East, leaving said Southerly line, for a distance of 213.75 feet to an angle point;

Thence North 04°52'08" East, for a distance of 189.92 feet to an angle point;

Thence North 02°37'31" West, for a distance of 215.42 feet to an angle point;

Thence North 36°06'43" West, for a distance of 197.04 feet to an angle point;

Thence North 09°36'42" West, for a distance of 122.72 feet to an angle point;

Thence North 01°51'08" East, along the Southerly extension thereof and the Westerly line of that tract of land conveyed to the Qwest Corporation by deed recorded under Auditor's File Number 4368604, Clark County Deed Records, for a distance of 407.41 feet to an angle point on the Northerly line of said tract of land conveyed to the Joseph X Gretsche Revocable Living Trust, said point being 30.00 feet Southerly of, when measured perpendicular to the centerline of State Route 501 (Pioneer Street);

Thence North 88°42'39" West, along said Northerly line, being 30.00 feet Southerly of, when measured parallel with said centerline of State Route 501 (Pioneer Street), for a distance of 193.72 feet to the **TRUE POINT OF BEGINNING**.

ALSO EXCEPTING THEREFROM any portion lying within State Route 501 (Pioneer Street) and South 45th Avenue.

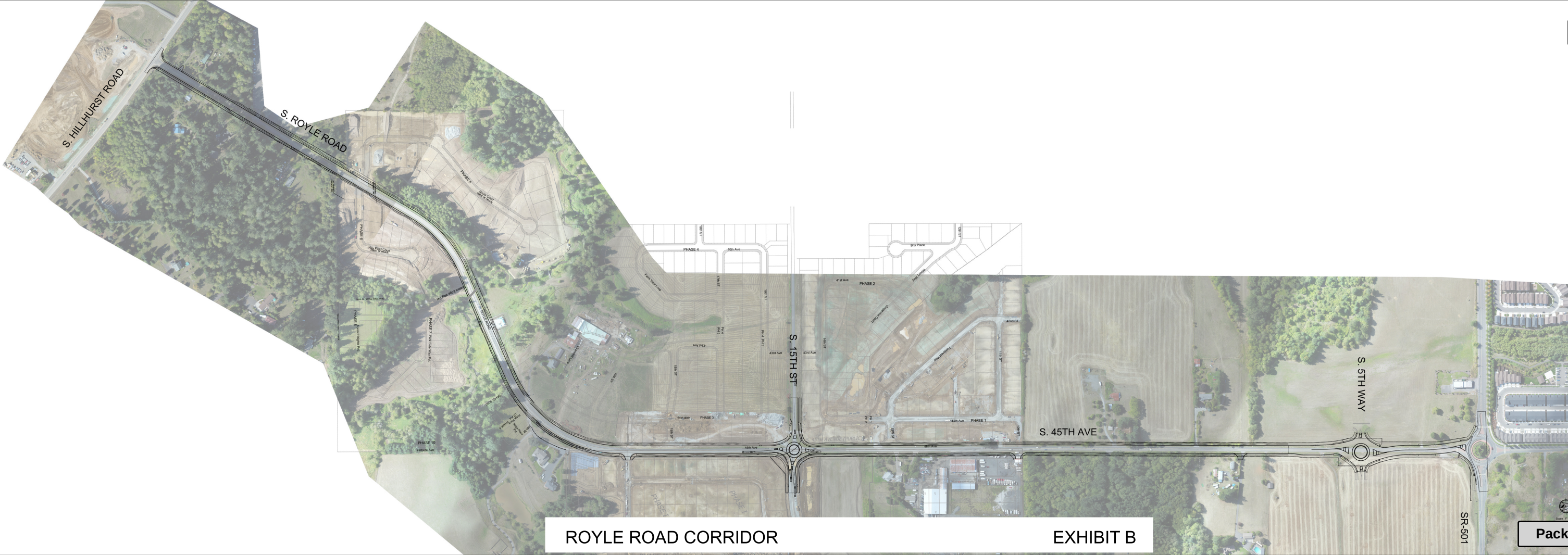
ALSO EXCEPTING THEREFROM that portion conveyed to the Pacific Telephone and Telegraph Company by deed recorded under Auditor's File Number 8116134, Clark County Deed Records.

ALSO EXCEPTING THEREFROM that portion conveyed to the Qwest Corporation by deed recorded under Auditor's File Number 4368604, Clark County Deed Records.

Containing 412,189 Square Feet or 9.463 acres, more or less. Together

with and/or subject to easements of record as applicable.

Above bearings based on the North line of the Southeast Quarter of Section 20 as shown on the plat of "Green Gables PUD Phase 1" recorded in Book 311, Page 655, Clark County Plat Records.



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Assuming the Rights, Powers, Functions, and Obligations of the Ridgefield Transportation Benefit District as Allowed by Rcw 36.74

GOVERNING LEGISLATION:

RCW 36.74, RMC 3.95

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Ordinance No. 998 on June 26, 2008 establishing a Transportation Benefit District (TBD). Council adopted Ordinance No. 1281 on December 6, 2018 to amend the geographical boundaries of the Ridgefield TBD. Council conducted a public hearing and first reading of Ordinance No. 1284 to determine if assumption of powers is in the best interest of the city.

SUMMARY/BACKGROUND:

The TBD was formed to provide funding for the city match for the I-5 interchange project. The project was completed and closed out in 2012 and the funding source expired as of the close-out of the project. At the time the TBD was formed, statutes required they be formed as a separate legal entity. Meetings were held separately from the regular City Council meetings and separate financial statements were prepared.

The State Legislature enacted the 2015 Second Engrossed Substitute Senate Bill 5987, codified in RCW 36.94 providing public entities with the ability to assume the rights, powers, functions, and obligations of a transportation benefit district.

The Ridgefield TBD is still active as a separate legal entity. Council held a public hearing on December 6, 2018 at a regular city council meeting to determine if assumption of the TBD is in the best interest of the City. No comments pro or con were received by the public. Staff recommends that council assume the rights, powers, functions and obligations of the Ridgefield TBD for efficiency and to reduce any potential cost of oversight of a separate legal entity.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1284 by making the following motion:

“I move to adopt Ordinance No. 1284, as presented.”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

ORDINANCE NO. 1284

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ASSUMING THE RIGHTS, POWERS, FUNCTIONS, AND OBLIGATIONS OF THE RIDGEFIELD TRANSPORTATION BENEFIT DISTRICT AS ALLOWED BY RCW 36.74

WHEREAS, the City Council adopted Ordinance No. 998 creating the Ridgefield Transportation Benefit District ("District"), and

WHEREAS, the boundaries of the District were fully within the geographical boundaries and corporate limits of the City but not conterminous therewith, extending from the end of the city limits on the north and south sides as far east as 85th avenue and as far west as 45th avenue; and

WHEREAS, on December 6, 2018 the City Council adopted Ordinance No. 1281 upon notice and hearing thereon, which amended the boundaries of the District to be coterminous with the Ridgefield City limits and also amended the functions of the District; and

WHEREAS, the City has no collected funds, contracts, or project commitments; and

WHEREAS, the 2015 Second Engrossed Substitute Senate Bill 5987, codified at RCW 36.74 provides that the assumption of the rights, powers, functions, and obligations of a transportation benefit district may be initiated by the adoption of an ordinance or resolution of the legislative authority indicating its intention to conduct a hearing concerning the assumption of such rights, powers, functions, and obligations; and

WHEREAS, the City passed Resolution 548 on November 15, 2018 which set forth the intention of the City Council to conduct a hearing and consider the assumption of the rights, powers, functions, and obligations of the District; and

WHEREAS, on December 6, 2018 the city held a public hearing on the assumption of the District and considered the testimony therefrom;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds, following a public hearing process, that it is in the public interest to assume the rights, powers, functions, and obligations of the Ridgefield Transportation Benefit District.

Section 2. **Findings.** Each and every one of the recitals contained in the "Whereas" clauses of the preamble to this ordinance are hereby adopted as findings of fact and incorporated herein fully by this reference.

Section 3. **Assumption of the Ridgefield Transportation Benefit District.** The City hereby assumes all the rights, powers, functions, and obligations of the Ridgefield Transportation Benefit District and by this Action the Ridgefield Transportation Benefit District will cease to exist as a separate entity.

Section 4. **Amending RMC 3.95.020.** That Section 3.95.020(A) is hereby amended as follows:

Governing ~~Body~~Board.

The rights, powers, immunities, functions, and obligations of the Ridgefield Transportation Benefit District are assumed by the City of Ridgefield which is vested with every right, power, immunity, function, and obligation granted to or possessed by the Ridgefield Transportation Benefit District. The governing ~~board~~ body of the transportation benefit district shall be the Ridgefield city council ~~acting in an ex officio and independent capacity~~, which shall have the authority to exercise the statutory powers set forth in RCW 36.73.

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.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 7. **Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 20th DAY OF DECEMBER, 2018.

CITY OF RIDGEFIELD

Don Stose
Mayor

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing: December 6, 2018
First reading: December 6, 2018

Second Reading/Passage: December 20, 2018
Date of Publication: December 26, 2018
Effective Date: January 25, 2019

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington Establishing and Imposing an Annual Vehicle License Fee of Twenty Dollars and Fixing a Date When the Same Shall Become Effective

GOVERNING LEGISLATION:

RCW 36.74; RMC 3.95

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Ordinance No. 998 on June 26, 2008 establishing a Transportation Benefit District (TBD). Council adopted Ordinance 1281 on December 6, 2018 to amend the geographical boundaries of the Ridgefield TBD. Council held a public hearing and first reading of Ordinance No. 1284 to consider assuming the rights, powers, functions and obligations of the Ridgefield TBD on December 6, 2018. Council held a second reading of Ordinance No. 1284 on December 20, 2018. Council held a public hearing and first reading of Ordinance No. 1285 on December 6, 2018 to consider adoption of a dedicated funding source for the Ridgefield TBD.

SUMMARY/BACKGROUND:

The Ridgefield TBD was formed in 2008 to provide funding for the city match for the I-5 interchange project. The project was completed and closed out in 2012 and the funding source expired as of the close-out of the project.

The Ridgefield TBD is still active, however there are no current funding sources for the TBD. Staff recommend that Council held a Public Hearing to determine if it is in the best interest of the City to adopt a dedicated funding source for street construction, preservation and maintenance. Council heard comments from two residents regarding the implementation of a dedicated vehicle licensing fee as a funding source for the Ridgefield TBD. Per RCW 36.74 Council has multiple options for adopting dedicated funding sources. Staff are recommending a \$20.00 vehicle licensing fee be adopted. Pending approval by Council the fee would go into effect 180 days from the date of adoption.

BUDGET/FINANCIAL IMPACTS:

Year	Additional Funding
2019	\$67,092
2020	\$143,451
2021	\$153,410
2022	\$164,063
2023	\$175,468
2024	\$187,704

RECOMMENDED ACTION OR MOTION:

Staff recommends Council adopt Ordinance No. 1285 by making the following motion:

“I move to adopt Ordinance No. 1285, as presented.”

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS: Transportation Benefit District Funding 2nd Reading (PDF)

ORDINANCE NO. 1285

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON ESTABLISHING AND IMPOSING AN ANNUAL VEHICLE LICENSE FEE OF TWENTY DOLLARS AND FIXING A DATE WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, RCW 35.73 enables cities and counties to create transportation benefit districts to fund, construct, and maintain transportation improvements within the district; and

WHEREAS, the City Council adopted Ordinance No. 1281 amending the boundaries and functions of the Ridgefield Transportation District; and

WHEREAS, the City Council adopted Ordinance No. 1284 assuming all rights, powers, functions, and obligations of the Ridgefield Transportation Benefit District pursuant to RCW 36.74; and

WHEREAS, the City of Ridgefield has the responsibility for the improvement, maintenance, protection, and operation of public streets and transportation improvements within the City; and

WHEREAS, the improvement, maintenance, protection and operation of public streets requires preserving existing transportation improvements to avoid both catastrophic failure of the improvements which would require significant additional funds to reconstruct, as well as to avoid their gradual deterioration; and

WHEREAS, the number one priority in the "Washington Transportation Plan for 2007-2026" adopted by the Washington Transportation Commission ("State Transportation Plan") is to preserve and extend prior investments in existing transportation facilities and the services they provide to people and commerce; and

WHEREAS, the State Transportation Plan establishes unfunded high priorities of state-wide significance and includes the need to "[p]reserve, maintain city streets" thereby recognizing that the shortfall in funding to preserve, maintain city streets is a matter of state-wide significance and accordingly, such preservation, maintenance and operation of city streets is an eligible transportation improvement listed on the state plan within the meaning of RCW 36.73.015; and

WHEREAS, the City's Capital Facilities Plan, incorporated into the District Transportation Plan as contemplated by RCW 36.73.015, as the plan may be amended or updated, describes the need for street resurfacing improvements and other street improvements that may be funded through the District's annual vehicle license fee; and

WHEREAS, RCW 36.73.065 authorizes the District to impose, by majority vote, a twenty-dollar (\$20.00) annual vehicle license fee as authorized by RCW 82.80.140; and

WHEREAS, the City Council finds it in the public interest to fund and implement District projects and to establish an annual vehicle fee in the amount of twenty dollars (\$20.00) for the purposes of preserving, maintaining, operating, or constructing transportation improvements within the City consistent with RCW 36.73 and Ridgefield Municipal Code Chapter 3.95;

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

Section 1. **Public Interest.** The City Council for the City of Ridgefield, Washington finds that it is in the public interest to establish an annual vehicle fee for the purposes of preserving, maintaining, operating or constructing transportation improvements with the City.

Section 2. **Annual Vehicle Fee Established.** An annual vehicle license fee of twenty dollars (\$20.00) is hereby established, consistent with RCW 36.73.065(4)(a)(i) as written or hereafter amended, to be collected by the Washington Department of Licensing on qualifying vehicles as set forth in RCW 82.80.140 as written or hereafter amended.

Section 3. **Vehicle License Fee Collection Effective Date.** The annual license fee shall take effect for notices mailed in 2019 for vehicle license renewals due on or after June 18, 2019, (180 days from approval) or as soon thereafter as the Washington Department of Licensing is reasonably able to incorporate collection of the fee; but in no event shall the vehicle license fee be collected sooner than one hundred and eighty (180) days after approval of this ordinance, pursuant to RCW 36.73.065 and RCW 82.80.140(4). The vehicle license fee shall be collected during the term of the existence of the District established under RMC Chapter 3.95 as written or hereafter amended and shall cease to be collected upon dissolution of the District.

Section 4. **Notice to Department of Licensing.** The City Council directs the City Clerk to notify the Washington Department of Licensing of the vehicle license fee established in Section 2 of this ordinance and to request the Department of Licensing take all steps necessary to implement collection of this fee in accordance with RCW 82.80.140.

Section 5. **Revenue Restrictions.** The revenues received from the twenty-dollar (\$20.00) vehicle license fee shall only be expended on transportation benefit district projects approved by the City Council pursuant to RMC 3.95.030 as adopted or hereafter amended.

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. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 8. **Effective Date.** This ordinance shall be in full force and effect thirty (30) calendar days after adoption and publication pursuant to law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 20th DAY OF DECEMBER 2018.

CITY OF RIDGEFIELD

Don Stose

Mayor

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker
City Attorney

Public Hearing:	December 6, 2018
First reading:	December 6, 2018
Second Reading/Passage:	December 20, 2018
Date of Publication:	December 26, 2018
Effective Date:	January 25, 2019



Ridgefield Transportation Benefit District Funding

December 20, 2018



TBD Steps To Date

- Presentation on Road Maintenance Funding Options - November 1, 2018
- Public Hearing and First Reading of Ordinance No. 1281 Amendment to the Geographical Boundaries of the Ridgefield TBD – November 15, 2018
- Second Reading and Adoption of Ordinance No. 1281
- Public Hearing and First Reading of Ordinance No. 1284 Intent to Assume the Rights, Powers, Functions, and Obligations of the Ridgefield TBD– December 6, 2018
- Public Hearing and First Reading of Ordinance No. 1285 Adopt a Source for Funding for the Construction, Preservation, and Maintenance of Transportation Improvements in the City of Ridgefield – December 6, 2018

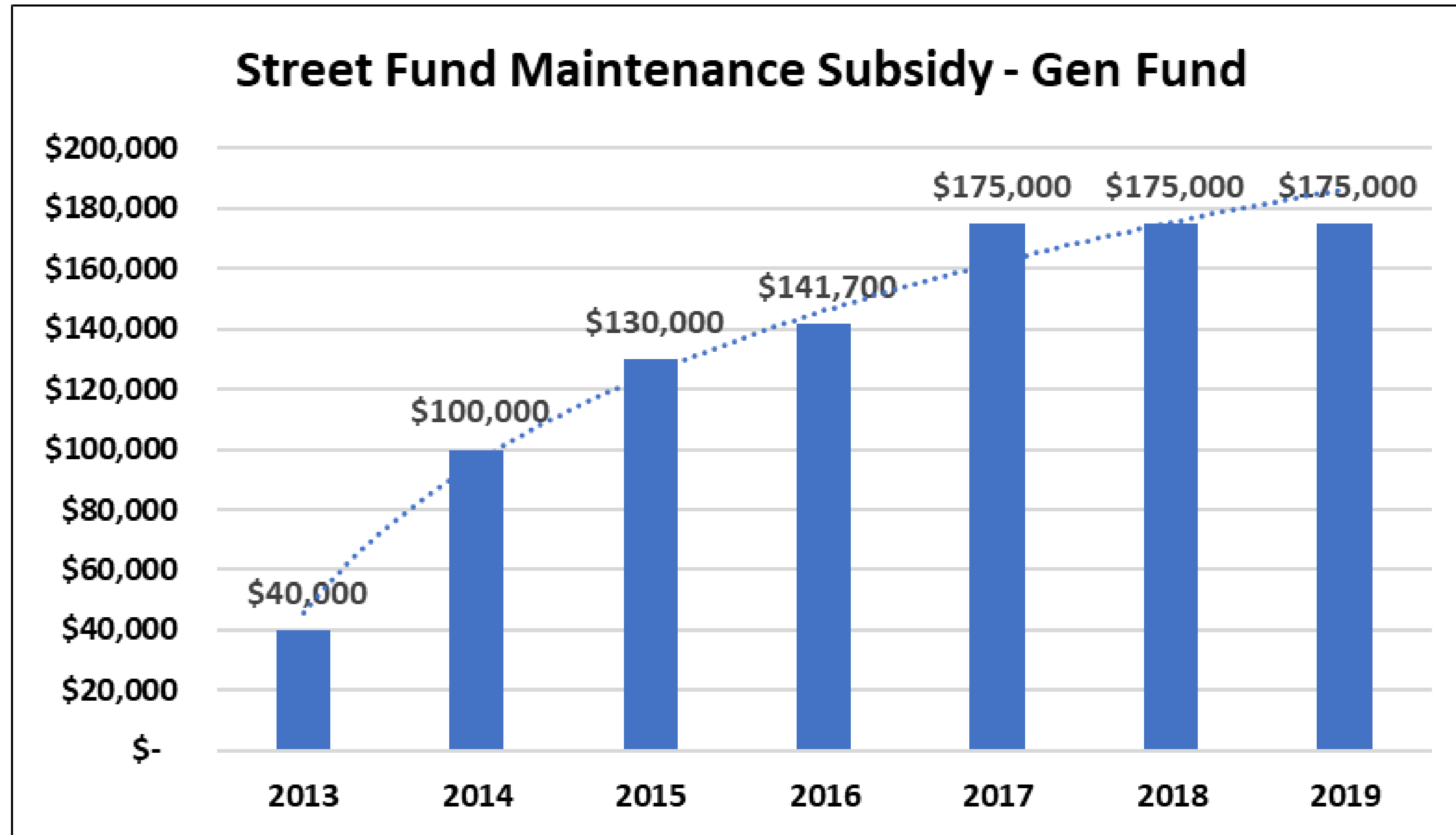


Transportation Funding

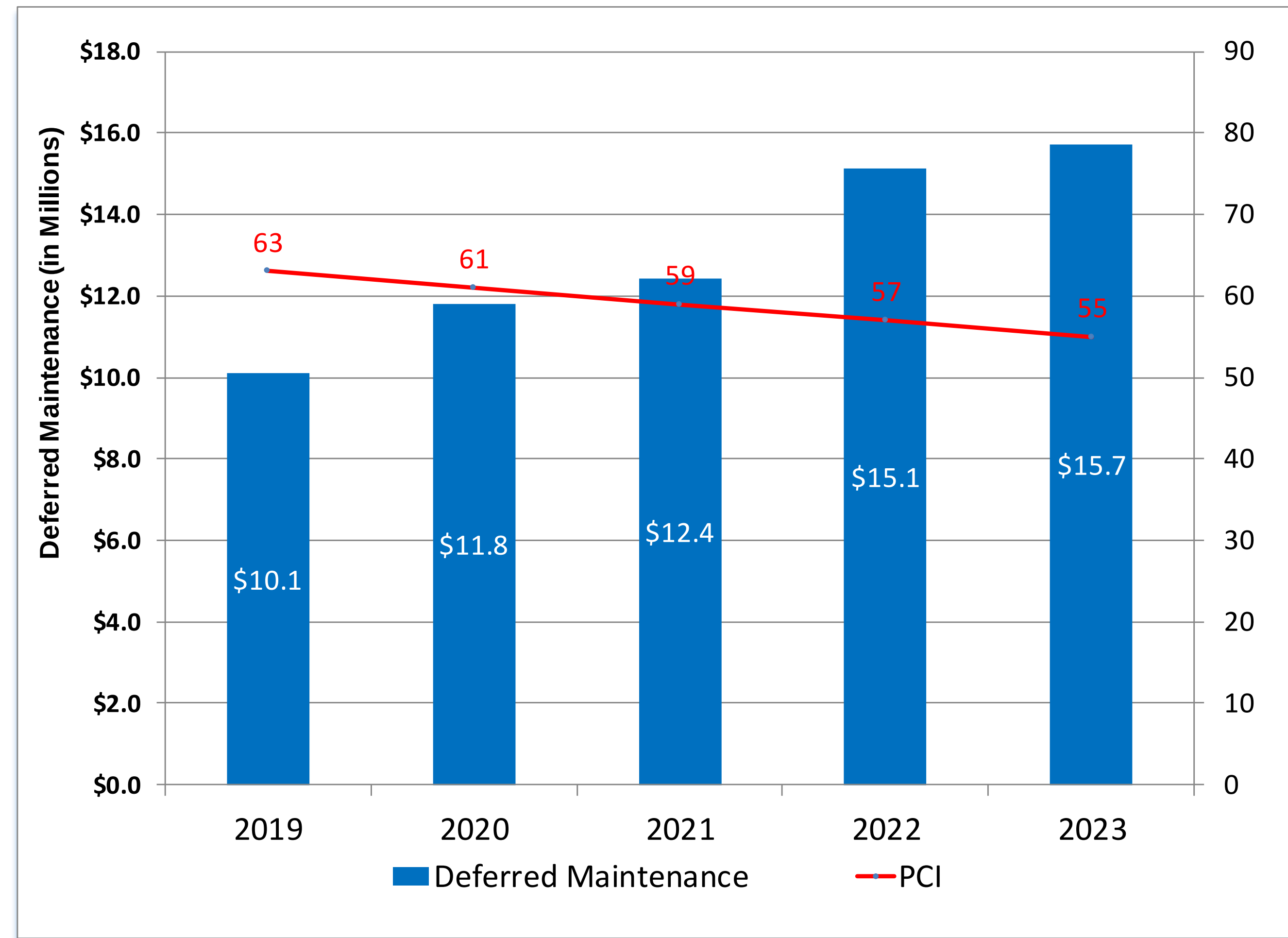
- Developers build local roads to serve development
- Development pays Traffic Impact Fee (TIF)
 - Increased 25% to \$3,683.34
 - TIF cannot be used for maintenance and preservation of road system
- General Fund subsidy for the pavement preservation program. 2019 allocation of \$175,000, not sustainable to increase long term, due to statutory limit on property tax increases (\$11,394 in 2019).



Historical General Fund Subsidy



Deferred Maintenance Funding Needs

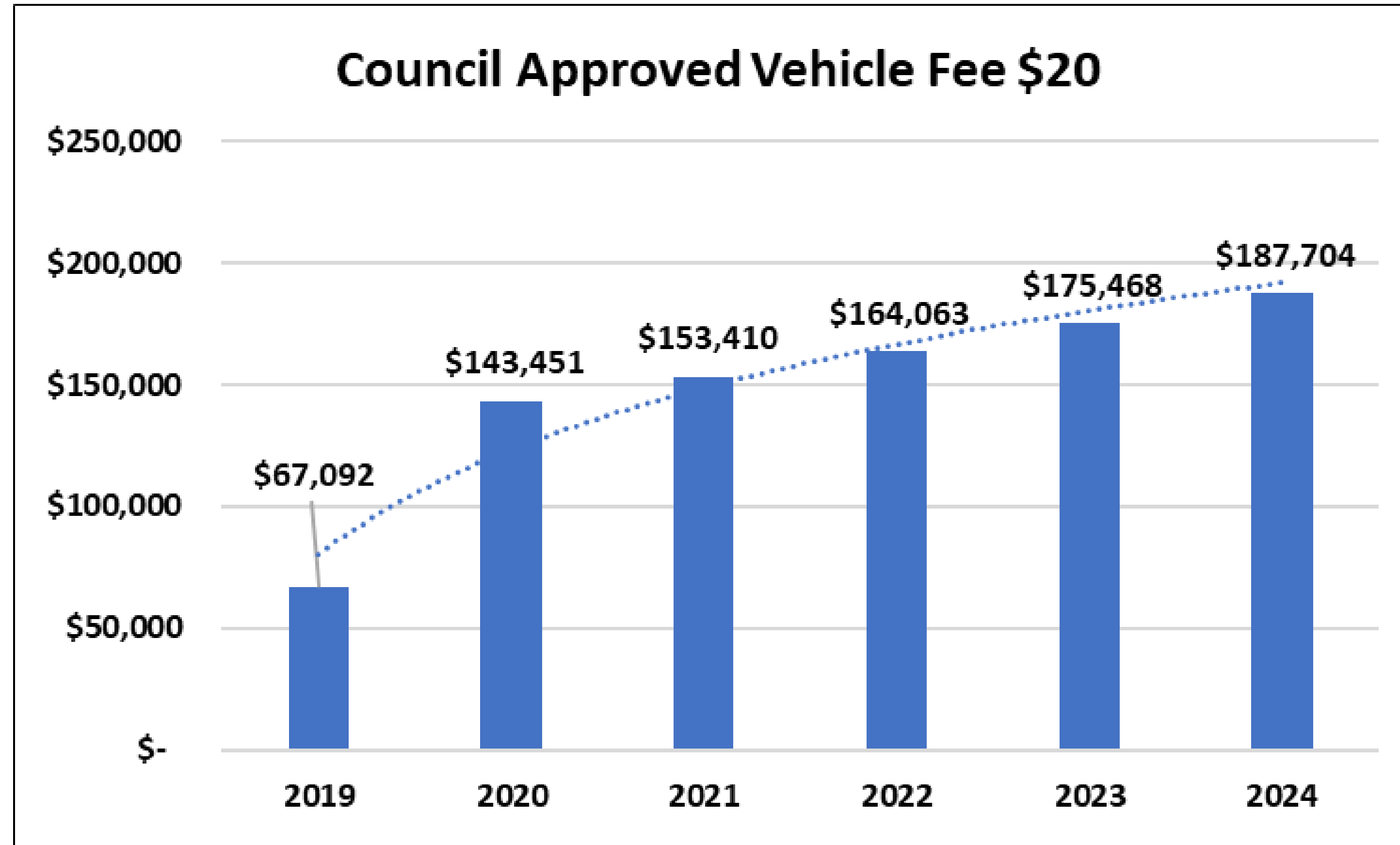


Potential Added Revenue Sources for Road Maintenance

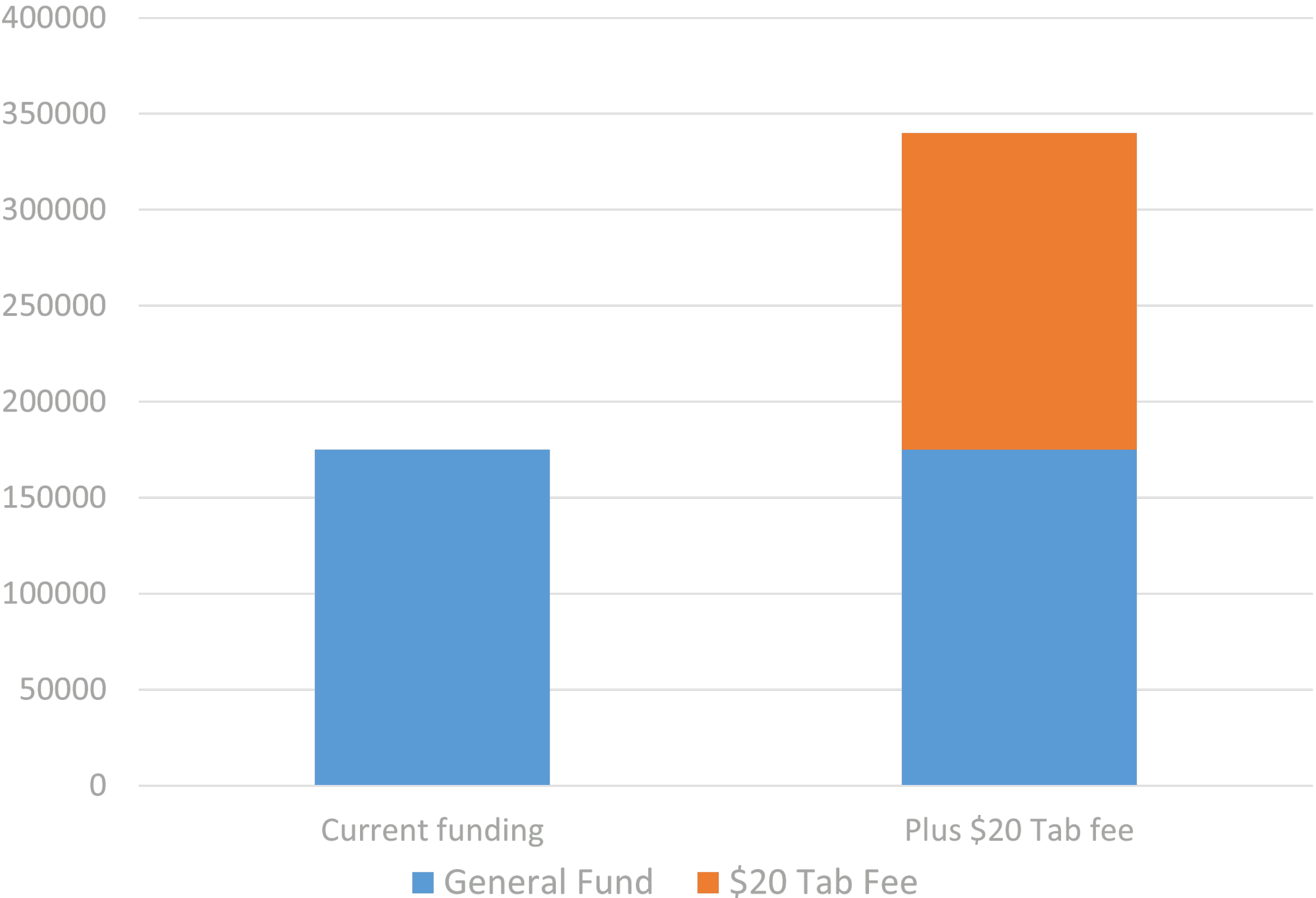
- Increase subsidy from General Fund
- Create and fund a Transportation Benefit District (TBD)
 - Vehicle Licensing Fee (State Authorized User Fee)
 - Voter Approved Sales Tax



Council Approved Funding Options



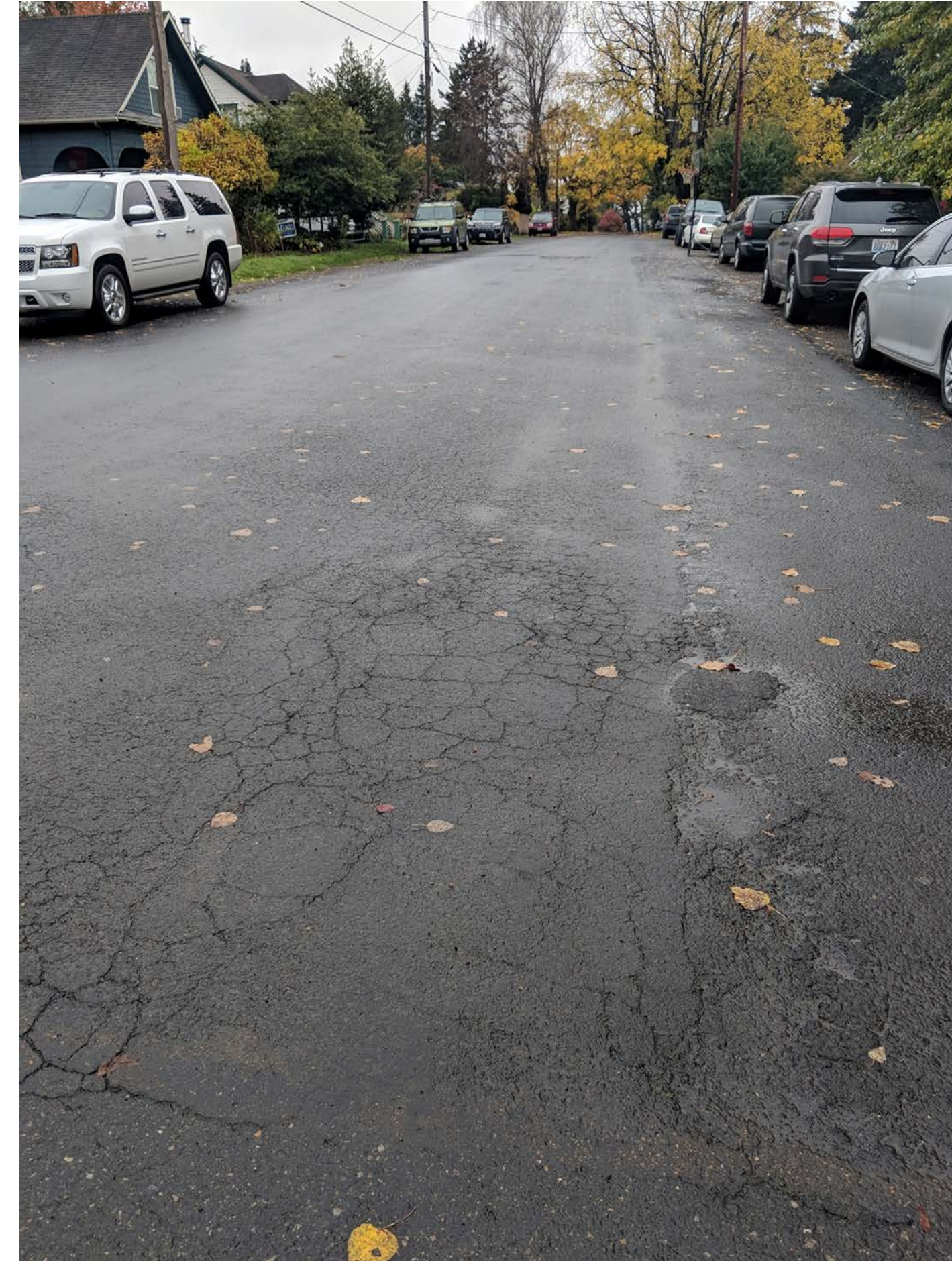
Funding Options Current and Proposed



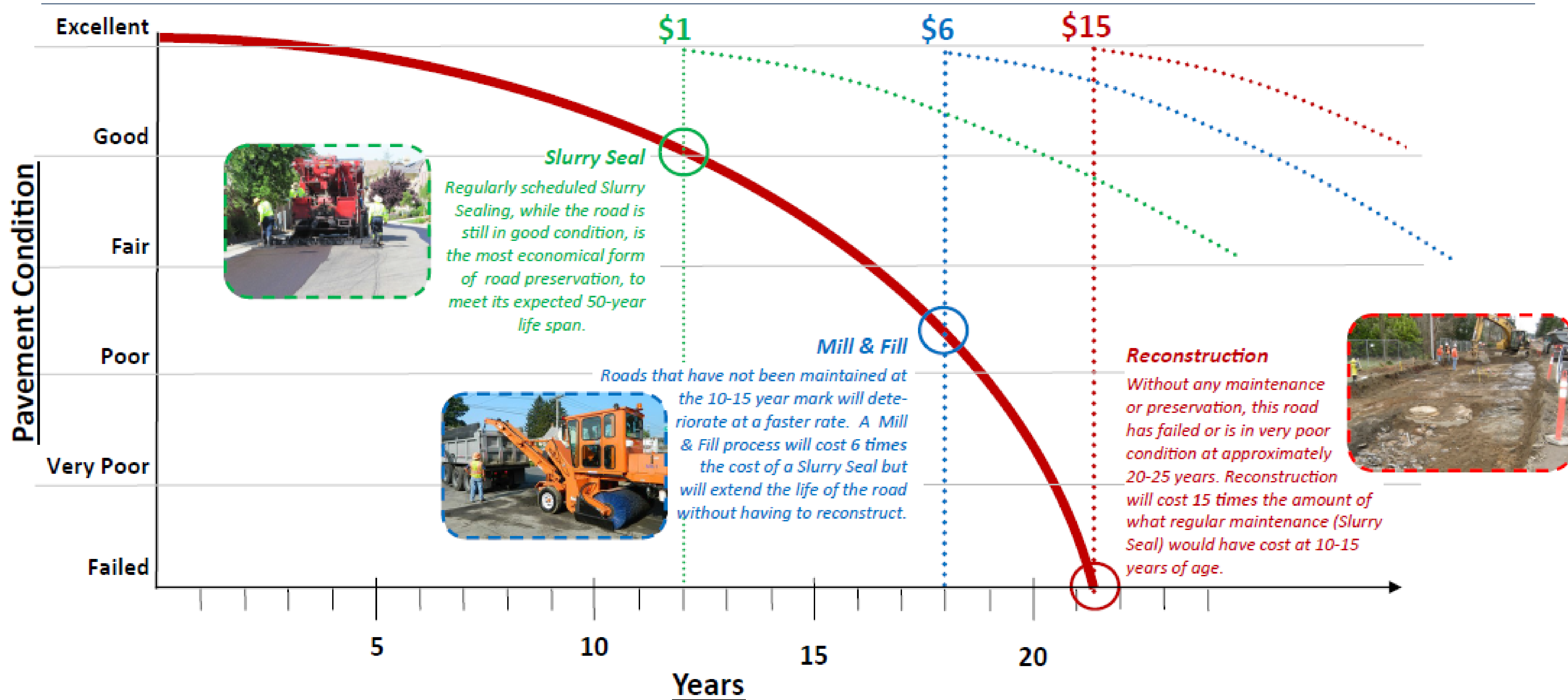
Entities with a TBD

The following SW Washington entities have an annual vehicle fee.

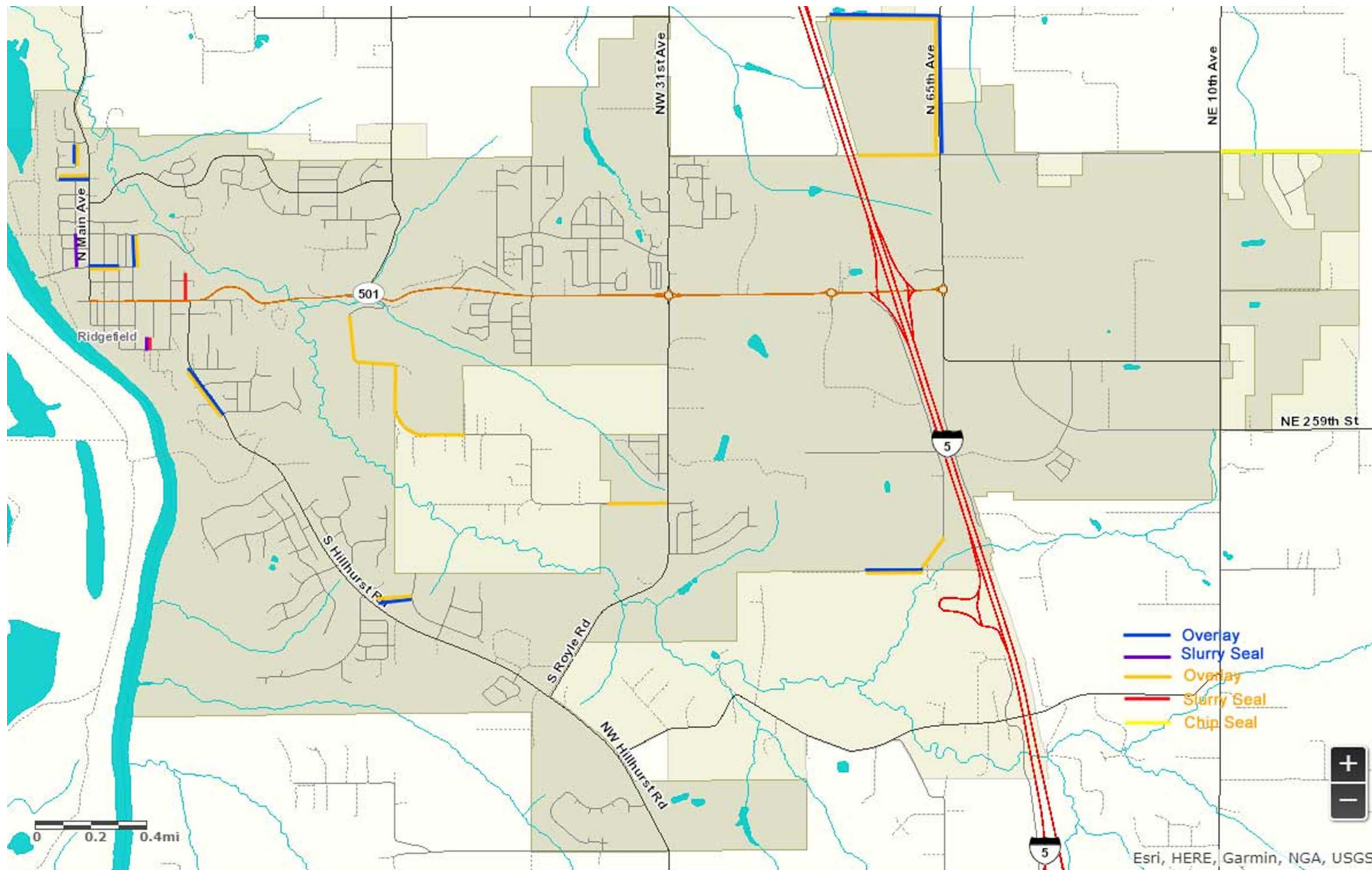
• Battle Ground	\$20
• Kalama	\$40
• Kelso	\$20
• Longview	\$20
• Vancouver	\$40
• Washougal	\$20



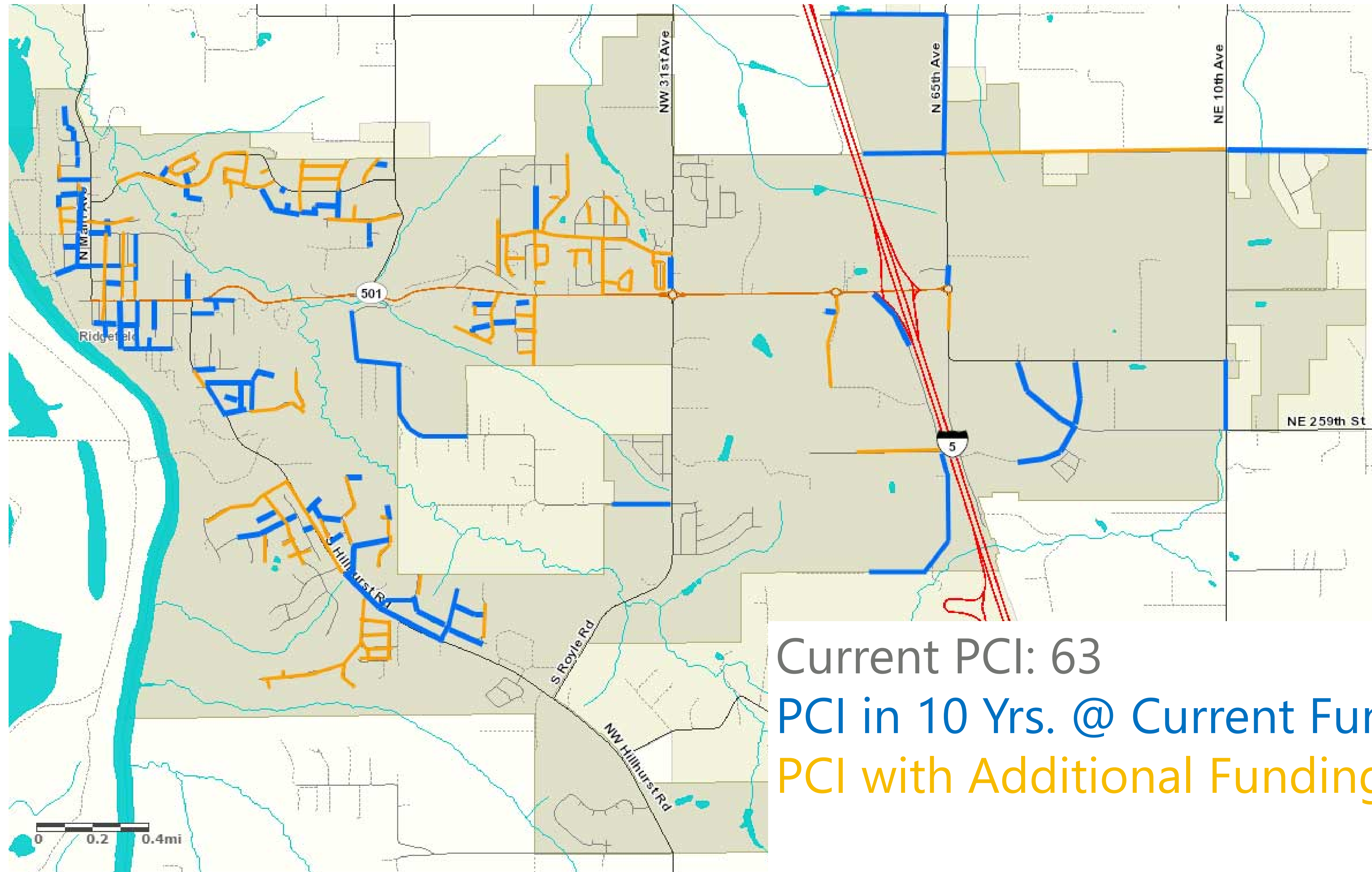
Managing Assets: Pavement Life Cycle



Next Year's Project Map



10-Year Project Map

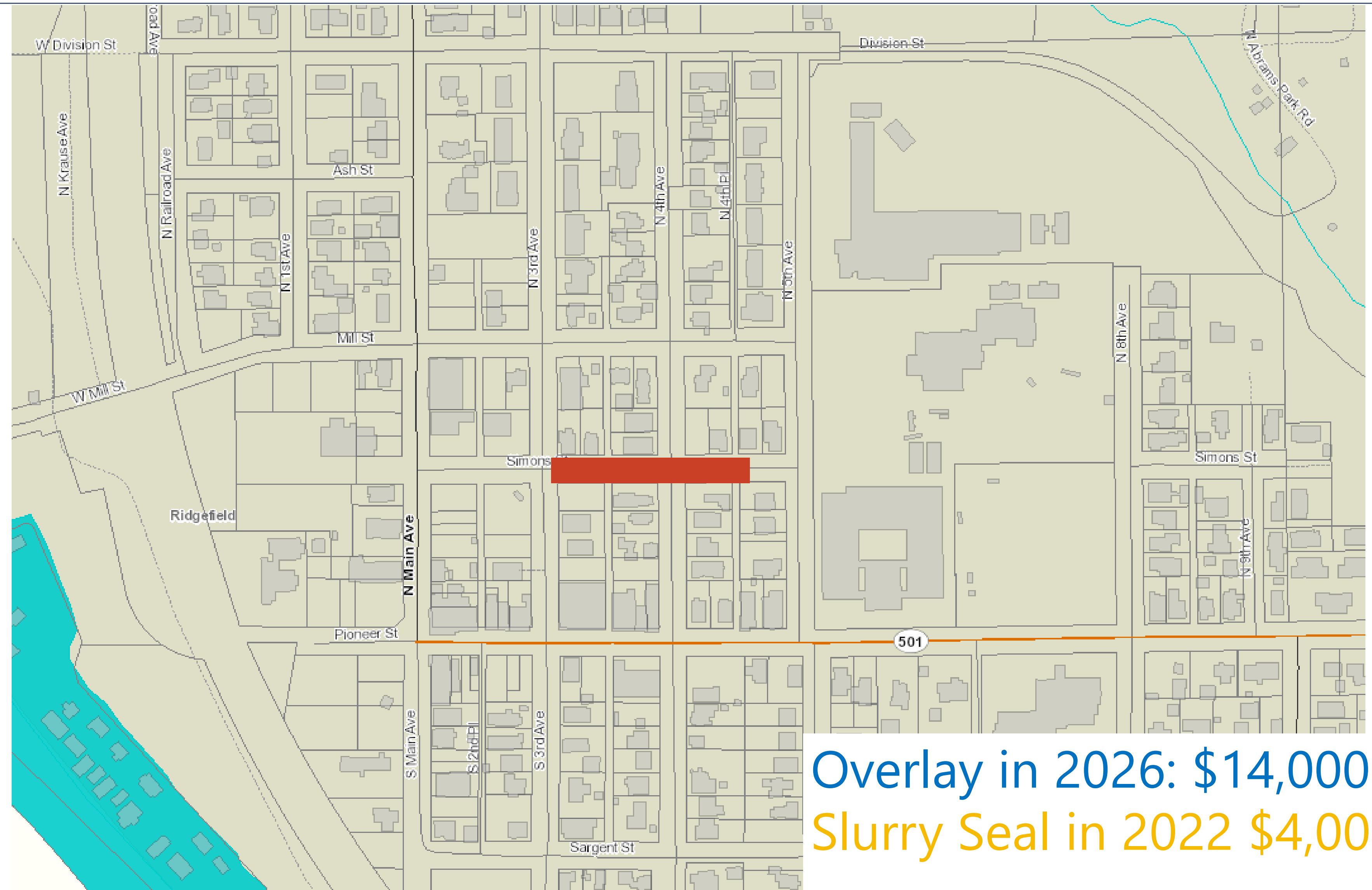


Current PCI: 63

PCI in 10 Yrs. @ Current Funding: 55

PCI with Additional Funding: 62

Case Study



Overlay in 2026: \$14,000
Slurry Seal in 2022 \$4,000



Next Steps

- Take action on Ordinance No. 1285





THANK YOU

Vehicle Tab Fee

Vehicles Subject to fee:

- Passenger vehicles
- Trucks that weigh 6,000 pounds or less
- Motorcycles
- Commercial passenger vehicles and trucks that weigh 6,000 pounds or less
- Commercial trailers
- Combination trucks that weigh 6,000 pounds or less
- Tow trucks
- House moving dollies
- Trucks used exclusively for hauling logs that weigh 6,000 pounds or less
- Taxicabs
- For-hire or stage vehicles with 6 seats or less
- For-hire or stage vehicles with 7 or more seats that weigh 6,000 pounds or less
- Private use trailers over 2,000 pounds
- Motorcycle trailers
- Travel trailers
- Fixed load vehicles that weigh 6,000 pounds or less
- Mobile homes licensed as vehicles

Exempt vehicles

- All farm vehicles
- Campers
- Off-road vehicles
- Snowmobiles
- Mopeds
- Personal use trailers with a single axle and less than 2,000 pounds scale weight
- Combination trailers
- Trailers used exclusively for hauling logs
- Horseless carriage, collector, or restored-plate vehicles
- Converter gear
- Government vehicles
- Private school vehicles
- Vehicles properly registered to disabled American veterans



CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Amendment to Collection System Transfer and Operation Agreement

GOVERNING LEGISLATION: RCW 35.67.300 Water-sewer districts and municipalities—Joint agreements, RCW 39.34 Interlocal Cooperation Act.

PREVIOUS COUNCIL ACTION TAKEN: Adoption of Ordinance 1131 – Sewer Collection System Transfer Agreement on June 18, 2013, Approval of Amendment to Sewer Collection System Transfer Agreement 1 on April 12, 2018.

SUMMARY/BACKGROUND: In 2004 the City of Ridgefield began evaluating options to provide additional sewer treatment capacity to provide for future growth of the City while maintaining stable rates for customers. After the evaluation of numerous options, the City Council determined the most feasible option was to help form and join the Discovery Clean Water Alliance (DCWA). DCWA was officially formed in January 2013 owns all regional treatment plants and large scale conveyance systems, including the Ridgefield Wastewater Treatment Plant.

During formation of the DCWA, it became apparent that even with joining the DCWA, the City's sewer rates and fees would need to increase substantially to pay for the necessary improvements to provide for continued growth opportunities. After evaluating additional options, in May 2012, the City entered into a Memorandum of Understanding (MOU) with Clark Regional Wastewater District (District) and began work on an agreement to transfer the sewer collections system to the District. In June of 2013 the Transfer agreement was adopted by the City Council, and on January 1, 2014 the collection system was transferred to the District.

This amendment will allow the District to request that the City terminate water service to assist with collecting severely past due sewer charges. This provision would only be used in unusual circumstances where our normal past due collection processes were not successful in obtaining payment. The District has a similar agreement with the City of Vancouver, and

uses this mechanism 1-2 times per year.

BUDGET/FINANCIAL IMPACTS: None.

RECOMMENDED ACTION OR MOTION: Staff recommends that the Council pass a motion authorizing the City Manager to sign the amendment to the Transfer Agreement. A suggested motion would be:

“I move to authorize the City Manager to sign the amendment to the Collection System Transfer and Operation Agreement as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 111318 District Partially Executed RF 2nd Amend to Collection Sys
Transfer-Ops Agrmt (PDF)

SECOND AMENDMENT TO COLLECTION SYSTEM TRANSFER AND OPERATION AGREEMENT BETWEEN CITY OF RIDGEFIELD AND CLARK REGIONAL WASTEWATER DISTRICT

THIS SECOND AMENDMENT to the "City of Ridgefield and Clark Regional Wastewater District Collection System Transfer and Operating Agreement" ("Agreement") is entered into this _____ day of _____, 2018 between the City of Ridgefield ("City") and Clark Regional Wastewater District ("District"), referred to collectively as the Parties ("Parties"), both municipal corporations of the State of Washington.

RECITALS

A. Pursuant to the Agreement, executed in 2013, the City transferred and assigned its rights, duties and interest in and to the City sewer collection system to the District, and the District agreed to operate, maintain, repair, replace, and improve the City sewer collection system, pursuant to the terms and conditions of the Agreement.

B. On October 25, 2017, the Parties amended the Agreement to amend Section 14.1 of the Agreement, relating to the sewer collection system operating fee.

C. The City owns, maintains, and operates a water utility in the City.

D. The District is authorized by RCW 57.08.005 to operate a water system, but currently is not operating such a system in the City.

E. Pursuant to the Agreement, the City sewer customers became District sewer customers, and the District agreed to bill the former City sewer customers in the same manner and under the same procedures as the other District sewer customers.

F. To enforce payment of sewer service charges, the District is authorized by RCW 57.08.081 to certify delinquencies to the County Auditor. Upon certification, the delinquencies become liens against the property receiving the sewer service. After certification, the District is authorized to file a foreclosure lawsuit in Superior Court against the property to enforce payment of the delinquent charges.

G. The District is authorized by RCW 57.08.081 to cut off sewer service after service charges have become delinquent. In order to cut off sewer service, the District must install on the sewer service line a special device, at the cost of several thousand dollars.

H. The District engages in a lengthy process of multiple steps and actions to collect delinquent sewer service charges. This process consists of the following: (1) past due reminder phone call (2nd month); (2) past due letters (3rd and 5th months); (3) notice of intent to file a lien against the property (7th month); (4) notice of filing of lien (7th month); (5) notice of intent to collect (7th month); (6) notice to mortgage or deed of trust

lending institution of delinquent amount (8th month); (7) transfer of delinquent account to collection agency (8th month); (8) notice of right to foreclose against the property (13th month); (9) first notice of intent to foreclose (19th month); (10) second notice of intent to foreclose (20th month); and (11) notice of filing of foreclosure action, if payment is not made (20th month) (all notices and letters are sent to property owner). After this lengthy process, the foreclosure action is prepared and filed, if necessary.

I. Almost all of the District delinquent sewer service charges are paid during this lengthy collection process, and prior to the filing of a foreclosure action.

J. The Agreement established an Oversight Committee, which meets at least once every six months to monitor and discuss implementation of and compliance with the Agreement. Through the meetings of this Committee, and through close communication regarding the District's operation, maintenance, repair, replacement, and improvement of the City sewer collection system, the Parties have established an excellent and cooperative working relationship.

K. A cost effective mechanism for enforcing payment of the District's delinquent sewer service charges is for the City to shut off (discontinue) water service to property. Under City Code, the City is authorized to shut off (discontinue) water service for nonpayment of water service charges.

L. The District has requested the City to shut off (discontinue) the water service to City water service customers whose District sewer service charges remain delinquent after the lengthy collection process described above. The District estimates that this request will be infrequent, in the range of only one or two requests for shut off (discontinuation) every year.

M. Under the Agreement, the City has the right to take over ownership, operation and maintenance of the sewer collection system. Thus, it is in the best interests of the City to assist the District in eliminating delinquent sewer service charges in an effective and cost efficient manner, when necessary.

N. The Agreement authorizes the parties to amend the Agreement in writing, signed by both Parties.

O. The District and the City desire to amend the Agreement to provide the terms and conditions under which the City will shut off (terminate) water service to property that has delinquent District sewer service charges.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the District and the City agree as follows:

1. A new Section 37 is added to the Agreement to read as follows:

37. City Water Service Shut Off. After the District has completed its delinquent sewer service charge collection process for property that has delinquent sewer service charges (pursuant to the process in Sections (1) through (11) of Recital H of the Second Amendment to this Agreement, or a substantially similar process), the District General Manager or designee may file a written request with the City Director of Public Works or designee to shut off the water service for such property. Upon receipt of the request, the City Director of Public Works or designee shall shut off the water service, following the City's procedure and requirements for shutting off water service for nonpayment of City water service charges, as contained in the City Code or rules and regulations adopted by the City Director of Public Works. The City Director of Public Works shall adopt any new rules and regulations necessary to implement the Second Amendment in a manner that is consistent with City ordinances. The water service shall remain shut off until the delinquent sewer service charges, plus penalties, interest and fees, have been paid in full or the property owner and the District have entered into a payment arrangement. The District General Manager or designee shall notify the City Director of Public Works or designee when the charges have been paid in full or the payment arrangement has been entered into.

2. All other sections of the Agreement shall remain in full force and effect.

CITY OF RIDGEFIELD

By: _____
City Manager

Date: _____

Attest:

By: _____
City Clerk

Approved as to Form:

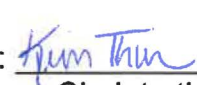
By: _____
City Attorney

CLARK REGIONAL WASTEWATER DISTRICT

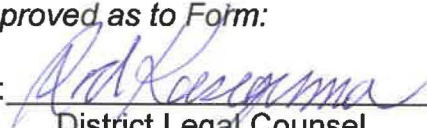
By: 
General Manager

Date: 11-13-2018

Attest:

By: 
Clerk to the Board

Approved as to Form:

By: 
District Legal Counsel

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Taverner Ridge Phase 10 Final Plat

GOVERNING LEGISLATION:

RCW 36.70.A and RCW 58

PREVIOUS COUNCIL ACTION TAKEN:

Resolution 258 adopted by City Council on March 13, 1997 established a Development Agreement for the Taverner Ridge Development. The Development Agreement has been amended three times, most recently by Ordinance 1212 adopted by City Council on July 14, 2016.

SUMMARY/BACKGROUND:

The Ridgefield Hearing Examiner issued a Final Order approving the preliminary plat for Taverner Ridge Phases 10 and 11 (PLZ-16-0059 and 16-0060). Subsequently, the City approved a Type II Final Site Plan for Phases 10 and 11 of this medium density residential project. (PLZ-17-0069).

The Final Plat proposal for Phase 10 only, Phase 11 will be scheduled for Council consideration at a later date. Phase 10 proposes to create 45 Residential Medium Density lots, public infrastructure, and Tracts "A" and "B" to be owned and maintained by the Taverner Ridge Homeowner's Association (HOA). The average lot size is 3,850 square feet.

BUDGET/FINANCIAL IMPACTS:

Additional property tax revenue for 45 new residential units.

RECOMMENDED ACTION OR MOTION:

"I move to approve the final plat as presented"

STAFF CONTACT: Jeff Niten, Community Development Director

ATTACHMENTS: TRPUD_PH10_PLAT_SIGNED_180917 (PDF)
Taverner Ridge Phase 10 Open Space (PDF)

TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735
LOCATED IN THE NW AND NE 1/4 OF THE SE 1/4 AND THE SW AND SE 1/4 OF THE NE 1/4
OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
DATE: SEPTEMBER 2018

INDEX:

- SHEET 1: SIGNATURE BLOCKS, DEDICATION, ACKNOWLEDGEMENT, NARRATIVE, PLAT NOTES
- SHEET 2: PHASE 10 PLAT LAYOUT OVERVIEW, SECTION 30 BREAKDOWN
- SHEET 3: PERIMETER DESCRIPTION, CURVE TABLES
- SHEET 4: PLAT MAP, LEGEND, DETAILS, MONUMENT OFFSET TABLES
- SHEET 5: PLAT MAP, LEGEND, DETAILS, MONUMENT OFFSET TABLES
- SHEET 6: PLAT MAP, LEGEND, DETAILS, MONUMENT OFFSET TABLES

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY PLAT RECORDS.

CITY MAYOR:

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

MAYOR, CITY OF RIDGEFIELD

ATTESTED BY:
CITY CLERK

ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170, LAWS OF WASHINGTON,

1981, TO BE KNOWN AS _____

PLAT NO. _____, CLARK COUNTY, WASHINGTON.

COUNTY ASSESSOR _____ DATE: _____

CITY PUBLIC WORKS DIRECTOR:

CITY PUBLIC WORKS DIRECTOR _____ DATE: _____

CITY COMMUNITY DEVELOPMENT DIRECTOR:

CITY COMMUNITY DEVELOPMENT DIRECTOR _____ DATE: _____

CLARK REGIONAL WASTEWATER DISTRICT:

CLARK REGIONAL WASTEWATER DISTRICT _____ DATE: _____

CLARK COUNTY FIRE AND RESCUE:

CLARK COUNTY FIRE AND RESCUE _____ DATE: _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND ABOVE DESCRIBED HAVE CAUSED THE SAME TO BE PLATTED ACCORDING TO THE PLAT HERETO ANNEXED, SAME TO BE KNOWN AS "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10", AND HEREBY DEDICATE THE STREETS AND EASEMENTS AS SHOWN THEREON TO THE PUBLIC USE FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID STREETS AND EASEMENTS.

NEW VISTA PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT:

STATE OF WASHINGTON
COUNTY OF CLARK

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 20____,
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED

NEW VISTA PROPERTIES, LLC, A WASHINGTON LIMITED LIABILITY CORPORATION

TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGEMENT TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

SURVEYORS CERTIFICATE:

I, REGAN F. SCHALLER, A PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10" IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF A PORTION OF THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

REGAN F. SCHALLER, PROFESSIONAL LAND SURVEYOR,
PLS # 54471

9.17.18
DATE:

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____,
20____, AT _____ A.M./P.M. IN BOOK _____ OF PLATS,
AT PAGE _____ AT THE REQUEST OF PBS.

CLARK COUNTY AUDITOR

AUDITORS FILE NUMBER

NOTES:

- 1.) ALL OPEN SPACES AND RECREATIONAL FACILITIES WITHIN THIS DEVELOPMENT SHALL BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
- 2.) ALL STREET RIGHT-OF-WAYS SHALL BE DEDICATED TO THE CITY OF RIDGEFIELD.
- 3.) IMPACT FEES AND SYSTEM DEVELOPMENT CHARGE AMOUNTS SHALL BE DETERMINED AND APPLIED AT THE TIME OF BUILDING PERMIT APPLICATION.
- 4.) TRACT "A" IS AN OPEN SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
- 5.) TRACT "B" IS A PARK AND RECREATIONAL SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
- 6.) CLARK REGIONAL WASTEWATER DISTRICT IS GRANTED A SEWER EASEMENT OVER THE ENTIRETY OF TRACTS "C" AND "D" WITH THIS PLAT.
- 7.) TRACTS "C" AND "D" (S. ROBIN WAY/S. CHUKAR DRIVE) ARE 20' WIDE PRIVATE DRIVE AND UTILITY EASEMENTS (FOR THE BENEFIT OF LOTS 12-26 AND 111-115) TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION, ALONG WITH AN INGRES/EGRESS AND UTILITY EASEMENT DEDICATED TO THE CITY OF RIDGEFIELD.
- 8.) THE CITY OF RIDGEFIELD SHALL HAVE NO OPERATIONS OR MAINTENANCE RESPONSIBILITIES FOR TRACTS "A" AND "B".
- 9.) THE CITY OF RIDGEFIELD SHALL HAVE NO RESPONSIBILITY TO IMPROVE OR MAINTAIN THE PRIVATE DRIVES (TRACTS "C" AND "D") CONTAINED WITHIN OR PROVIDING ACCESS TO PROPERTY DESCRIBED IN THIS PLAT.
- 10.) LOT DEVELOPMENT SHALL BE CONSISTENT WITH THE TERMS OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIDGEFIELD AND TAVERNER RIDGE, LLC APPROVED ON MARCH 13, 1997 AND SUBSEQUENT AGREEMENTS.

SIDEWALK NOTE:

PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS SIDEWALKS, INCLUSIVE OF REQUIRED LANDSCAPE PLANTER STRIPS, SHALL BE CONSTRUCTED ALONG ALL LOT FRONTAGES. LOTS HAVING MULTIPLE STREET FRONTAGES SHALL HAVE SIDEWALKS AND LANDSCAPED PLANTER STRIPS INSTALLED ALONG ALL FRONTAGES PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS.

UTILITY AND SIDEWALK EASEMENT:

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS.

SURVEY NOTES:

A FIELD TRAVERSE WAS PERFORMED USING A 2 SECOND TRIMBLE S5 ROBOTIC TOTAL STATION. THE FIELD TRAVERSE EXCEEDED THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN W.A.C. 332-130-090.

BASIS OF BEARINGS IS BASED ON THE CENTERLINE OF SOUTH TAVERNER DRIVE AS SHOWN ON THE PLAT OF "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 9", CLARK COUNTY PLAT RECORDS, AND SHOWN ON SHEET 4 OF THIS PLAT.

PRELIMINARY



9.17.18

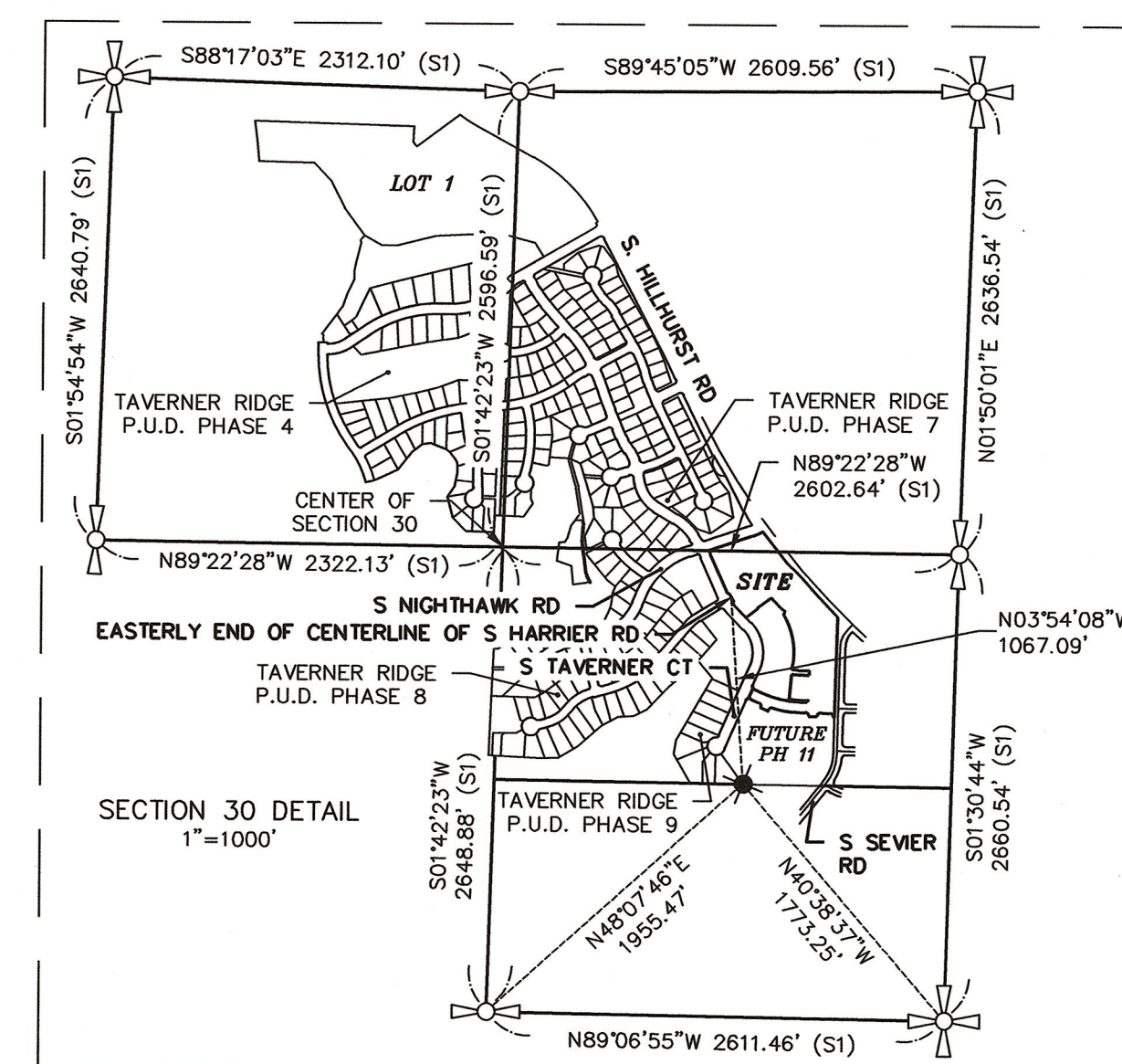
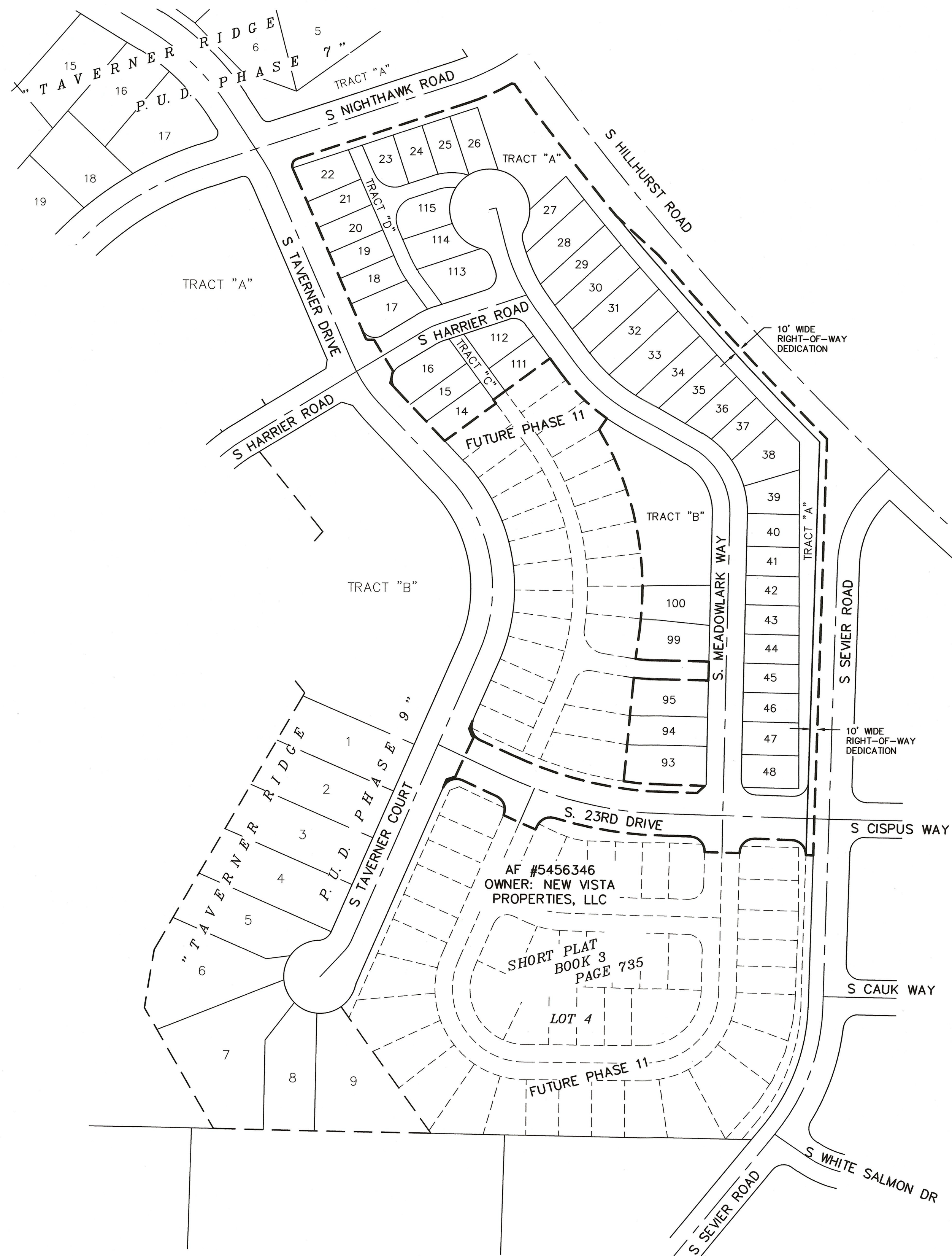


PBS Engineering and
Environmental Inc.
415 W 6th Street Suite 601
Vancouver, WA 98660
360.695.3488
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DRAWN BY: RFS	SCALE: N/A	8/1/2018
CHECKED BY: TLG	JOB NO.: 71072.000	SHEET 1 OF 6

TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

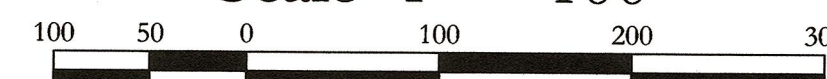
A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735
 LOCATED IN THE NW AND NE 1/4 OF THE SE 1/4 AND THE SW AND SE 1/4 OF THE NE 1/4
 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
 CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
 CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
 DATE: SEPTEMBER 2018



LEGEND:

- ✱ - DENOTES FOUND AND HELD 1/2" REBAR WITH GREEN PLASTIC CAP INSCRIBED "PLS 54471" PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 27, 2017
- ⊕ - DENOTES CALCULATED ONE-QUARTER CORNER POSITION PER SHORT PLAT RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY SURVEY RECORDS (S1)
- ⊕ - DENOTES CALCULATED SECTION CORNER POSITION PER SHORT PLAT RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY SURVEY RECORDS (S1)

Scale 1" = 100'



PRELIMINARY



9.17.18

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DRAWN BY: RFS	SCALE: 1"=100'	8/1/2018
CHECKED BY: TLG	JOB NO.: 71072.000	SHEET 2 OF 6

PERIMETER DESCRIPTION:

A TRACT OF LAND LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON, BEING A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735 OF THE RECORDS OF CLARK COUNTY, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY MOST CORNER OF THE PLAT "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH TAVERNER DRIVE AND THE BEGINNING OF A 230.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT AND THE SOUTH LINE OF THE PLAT "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 7" AS RECORDED IN BOOK 311, PAGE 818, CLARK COUNTY PLAT RECORDS, THROUGH A CENTRAL ANGLE OF 02°04'05" (THE CHORD OF WHICH BEARS NORTH 24°40'52" WEST, 8.30 FEET), AN ARC DISTANCE OF 8.30 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT;

THENCE ALONG SAID REVERSE CURVE TO THE RIGHT AND SAID SOUTH LINE, THROUGH A CENTRAL ANGLE OF 97°09'20" (THE CHORD OF WHICH BEARS NORTH 22°51'45" EAST, 15.00 FEET), AN ARC DISTANCE OF 16.95 FEET TO A POINT OF TANGENCY ON SAID SOUTH LINE;

THENCE NORTH 71°26'25" EAST, ALONG SAID SOUTH LINE, FOR A DISTANCE OF 245.70 FEET TO THE BEGINNING OF A 330.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT AND THE EASTERLY EXTENSION OF SAID SOUTH LINE, THROUGH A CENTRAL ANGLE OF 11°31'03" (THE CHORD OF WHICH BEARS NORTH 65°40'54" EAST, 66.22 FEET), AN ARC DISTANCE OF 66.34 FEET TO A POINT 42.48 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE CENTERLINE OF SOUTH HILLHURST ROAD;

THENCE SOUTH 77°40'27" EAST, FOR A DISTANCE OF 3.77 FEET TO A POINT 40.00 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, SAID POINT BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH HILLHURST ROAD AND THE BEGINNING OF A 4240.00 FOOT NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03°04'53" (THE CHORD OF WHICH BEARS SOUTH 38°01'24" EAST, 228.00 FEET) AN ARC DISTANCE OF 228.03 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 47°13'49" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 80.62 FEET TO A POINT 30.00 FEET SOUTHWESTERLY OF, WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE AND THE BEGINNING OF A 4230.00 FOOT NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04°36'23" (THE CHORD OF WHICH BEARS SOUTH 42°56'58" EAST, 339.99 FEET) AN ARC DISTANCE OF 340.08 FEET TO A POINT ON THE EASTERLY LINE OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY PLAT RECORDS, SAID POINT BEING 20.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE CENTERLINE OF SOUTH SEWER ROAD;

THENCE SOUTH 01°30'04" WEST, ALONG THE EASTERLY LINE OF SAID LOT 4, SAID LINE BEING 20.00 FEET WESTERLY OF AND PARALLEL WITH THE CENTERLINE OF SAID ROAD, FOR A DISTANCE OF 570.39 FEET TO AN ANGLE POINT;

THENCE NORTH 88°29'56" WEST, LEAVING SAID EASTERLY LINE, FOR A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'17" (THE CHORD OF WHICH BEARS NORTH 43°30'04" WEST, 28.29 FEET) AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88°30'13" WEST, FOR A DISTANCE OF 51.01 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°32'39" (THE CHORD OF WHICH BEARS SOUTH 46°13'28" WEST, 28.42 FEET) AN ARC DISTANCE OF 31.61 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 89°02'52" WEST, FOR A DISTANCE OF 48.00 FEET TO AN ANGLE POINT;

THENCE NORTH 00°57'08" EAST, FOR A DISTANCE OF 0.84 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°27'21" (THE CHORD OF WHICH BEARS NORTH 43°46'32" WEST, 28.15 FEET) AN ARC DISTANCE OF 31.23 FEET TO A POINT OF TANGENCY;

THENCE NORTH 88°30'13" WEST, FOR A DISTANCE OF 34.09 FEET TO THE BEGINNING OF A 600.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°43'08" (THE CHORD OF WHICH BEARS NORTH 81°08'39" WEST, 153.71 FEET) AN ARC DISTANCE OF 154.14 FEET TO THE BEGINNING OF A 20.00 RADIUS REVERSE CURVE TO THE LEFT;

THENCE ALONG SAID REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°41'41" (THE CHORD OF WHICH BEARS SOUTH 64°52'04" WEST, 26.42 FEET) AN ARC DISTANCE OF 28.87 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 23°31'14" WEST, FOR A DISTANCE OF 4.97 FEET TO AN ANGLE POINT;

THENCE NORTH 66°28'46" WEST, FOR A DISTANCE OF 48.00 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 88°50'42" (THE CHORD OF WHICH BEARS NORTH 20°54'07" WEST, 28.00 FEET) AN ARC DISTANCE OF 31.01 FEET TO A POINT OF TANGENCY;

THENCE NORTH 65°19'28" WEST, FOR A DISTANCE OF 51.01 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 91°09'18" (THE CHORD OF WHICH BEARS SOUTH 69°05'53" WEST, 28.57 FEET) AN ARC DISTANCE OF 31.82 FEET TO A POINT ON THE EAST LINE OF THE PLAT "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 9";

THENCE NORTH 23°31'14" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 12.24 FEET TO AN ANGLE POINT;

THENCE NORTH 72°28'06" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 12.15 FEET TO AN ANGLE POINT;

THENCE NORTH 24°40'32" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 60.00 FEET TO AN ANGLE POINT;

THENCE NORTH 65°19'28" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2.53 FEET TO AN ANGLE POINT;

THENCE NORTH 20°54'07" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 11.20 FEET TO AN ANGLE POINT;

THENCE NORTH 23°31'14" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 11.76 FEET TO THE BEGINNING OF A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE LEAVING SAID EAST LINE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 88°50'42" (THE CHORD OF WHICH BEARS SOUTH 20°54'07" EAST, 28.00 FEET) AN ARC DISTANCE OF 31.01 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 65°19'28" EAST, FOR A DISTANCE OF 49.69 FEET TO THE BEGINNING OF A 540.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°10'44" (THE CHORD OF WHICH BEARS SOUTH 76°54'51" EAST, 216.97 FEET) AN ARC DISTANCE OF 218.46 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 88°30'13" EAST, FOR A DISTANCE OF 41.48 FEET TO AN ANGLE POINT;

THENCE NORTH 46°13'28" EAST, FOR A DISTANCE OF 14.08 FEET TO AN ANGLE POINT;

THENCE NORTH 88°30'13" WEST, FOR A DISTANCE OF 51.39 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°26'53" (THE CHORD OF WHICH BEARS NORTH 85°16'47" WEST, 59.61 FEET) AN ARC DISTANCE OF 59.64 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 05°06'24" EAST, FOR A DISTANCE OF 142.23 FEET TO THE BEGINNING OF A 320.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°18'30" (THE CHORD OF WHICH BEARS SOUTH 85°53'36" EAST, 35.22 FEET) AN ARC DISTANCE OF 35.23 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 89°02'52" EAST, FOR A DISTANCE OF 67.26 FEET TO AN ANGLE POINT;

THENCE NORTH 00°57'08" EAST, FOR A DISTANCE OF 26.00 FEET TO AN ANGLE POINT;

THENCE NORTH 89°02'52" WEST, FOR A DISTANCE OF 67.26 FEET TO THE BEGINNING OF A 294.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°29'06" (THE CHORD OF WHICH BEARS NORTH 85°48'18" WEST, 33.26 FEET) AN ARC DISTANCE OF 33.28 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 07°26'15" EAST, FOR A DISTANCE OF 39.83 FEET TO THE BEGINNING OF A 425.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 38°27'08" (THE CHORD OF WHICH BEARS NORTH 11°47'19" WEST, 279.90 FEET) AN ARC DISTANCE OF 285.22 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 34°46'01" EAST, FOR A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A 274.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 18°43'45" (THE CHORD OF WHICH BEARS NORTH 45°52'06" WEST, 89.17 FEET) AN ARC DISTANCE OF 89.57 FEET TO A POINT OF TANGENCY;

THENCE NORTH 36°30'14" WEST, FOR A DISTANCE OF 24.53 FEET TO AN ANGLE POINT;

THENCE SOUTH 53°29'46" WEST, FOR A DISTANCE OF 96.00 FEET TO AN ANGLE POINT;

THENCE SOUTH 36°30'14" EAST, FOR A DISTANCE OF 6.23 FEET TO AN ANGLE POINT;

THENCE SOUTH 5317°27" WEST, FOR A DISTANCE OF 87.09 FEET TO A POINT ON THE EAST LINE OF THE PLAT "TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 9";

THENCE NORTH 43°48'48" WEST, ALONG SAID EAST LINE, 97.64 FEET TO THE BEGINNING OF A 170.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG SAID EAST LINE AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°45'55" (THE CHORD OF WHICH BEARS NORTH 41°55'50" WEST, 11.17 FEET), AN ARC DISTANCE OF 11.17 FEET TO AN ANGLE POINT;

THENCE NORTH 11°26'03" EAST, ALONG SAID EAST LINE, 16.78 FEET TO AN ANGLE POINT;

THENCE NORTH 31°31'35" WEST, ALONG SAID EAST LINE, 50.00 FEET TO AN ANGLE POINT;

THENCE SOUTH 88°46'58" WEST, ALONG SAID EAST LINE, 8.20 FEET TO THE BEGINNING OF A 3.50 FOOT RADIUS TANGENT CURVE TO THE RIGHT;

THENCE ALONG SAID EAST LINE AND SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°02'37" (THE CHORD OF WHICH BEARS NORTH 57°01'58" WEST, 3.87 FEET), AN ARC DISTANCE OF 4.10 FEET TO A POINT OF TANGENCY;

THENCE NORTH 23°38'50" WEST, ALONG SAID EAST LINE, 244.09 FEET TO THE POINT OF BEGINNING.

CONTAINS IN ALL 7.802 ACRES, MORE OR LESS.

TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735

LOCATED IN THE NW AND NE 1/4 OF THE SE 1/4 AND THE SW AND SE 1/4 OF THE NE 1/4

OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,

CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON

CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX

DATE: SEPTEMBER 2018

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	8.30'	230.00'	2°04'05"	N24°40'52"W	8.30'
C2	16.96'	10.00'	97°09'20"	N22°51'45"E	15.00'
C3	66.34'	330.00'	11°31'03"	N65°40'54"E	66.22'
C4	228.03'	4240.00'	3°04'53"	S38°01'24"E	228.00'
C5	340.08'	4230.00'	4°36'23"	S42°56'58"E	339.99'
C6	31.42'	20.00'	90°00'17"	N43°30'04"W	28.29'
C7	31.61'	20.00'	90°32'39"	S46°13'28"W	28.42'
C8	31.23'	20.00'	89°27'21"	N43°46'32"W	28.15'
C9	154.14'	600.00'	14°43'08"	N81°08'39"W	153.71'
C10	28.87'	20.00'	82°41'41"	S64°52'04"W	26.42'
C11	31.01'	20.00'	88°50'42"	N20°54'07"W	28.00'
C12	31.82'	20.00'	91°09'18"	S69°05'53"W	28.57'
C13	31.01'	20.00'	88°50'42"	S20°54'07"E	28.00'
C14	218.46'	540.00'	23°10'44"	S76°54'51"E	216.97'
C15	59.64'	530.00'	6°26'53"	N85°16'47"W	59.61'
C16	35.23'	320.00'	61°8'30"	S85°53'36"E	35.22'
C17	33.28'	294.00'	6°29'06"	N85°48'18"W	33.26'
C18	285.22'	425.00'	38°27'08"	N11°47'19"W	279.90'
C19	89.57'	274.00'	18°43'45"	N45°52'06"W	89.17'
C20	11.16'	170.00'	3°45'40"	N41°55'43"W	11.16'
C21	4.10'	3.50'	67°02'37"	N57°01'58"W	3.87'
C22	99.62'	300.00'	19°01'36"	N61°55'37"E	99.17'
C23	28.13'	300.00'	5°22'22"	N68°45'14"E	28.12'
C24	244.71'	4200.00'	3°20'18"	S37°43'52"E	244.68'
C25	34.60'	200.00'	9°54'45"	N28°36'12"W	34.56'
C26	70.39'	200.00'	20°09'58"	S33°43'49"E	70.03'
C27	55.09'	200.00'	15°46'58"	S35°55'19"E	54.92'
C28	15.30'	200.00'	4°23'00"	S25°50'20"E	15.30'
C29	22.63'	100.00'	12°58'00"	S64°57'25"W	22.58'
C30	96.08'	250.00'	22°01'15"	S25°29'36"E	95.49'
C31	21.59'	250.00'	4°56'52"	S34°01'48"E	21.58'
C32	74.50'	250.00'	17°04'23"	S23°01'10"E	74.22'
C33	104.92'	250.00'	24°02'46"	S48°31'37"E	104.15'
C34	107.34'	100.00'	61°30'08"	N29°47'56"W	102.26'
C35	230.59'	570.00'	23°10'44"	S76°54'51"E	229.02'
C36	184.25'	570.00'	18°31'13"	S79°14'36"E	183.44'
C37	46.35'	570.00'	4°39'32"	S67°39'14"E	46.33'
C38	15.71'	10.00'	90°00'00"	S26°26'25"W	14.14'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C39	1.25'	10.00'	7°09'20"	S22°08'15"E	1.25'
C40	34.17'	20.00'	97°52'45"	S72°35'12"E	30.16'
C41	28.06'	124.00'	12°58'00"	S64°57'25"W	28.00'
C42	17.89'	124.00'	8°15'55"	S62°36'23"W	17.87'
C43	10.17'	124.00'	4°42'05"	S69°05'23"W	10.17'
C44	20.20'	90.00'	12°51'24"	S30°04'32"E	20.15'
C45	4.47'	90.00'	2°50'50"	S35°04'49"E	4.47'
C46	15.72'	90.00'	10°00'35"	S28°39'07"E	15.70'
C47	24.68'	110.00'	12°51'24"	S30°04'32"E	24.63'
C48	0.92'	110.00'	0°28'38"	S36°15'55"E	0.92'
C49	23.77'	110.00'	12°22'46"	S29°50'13"E	23.72'
C50	49.79'	30.00'	95°05'15"	S23°53'48"W	44.27'
C51	26.15'	65.00'	23°02'59"	S82°57'55"W	25.97'
C52	45.04'	85.00'	30°21'43"	S86°37'16"W	44.52'
C53	36.75'	85.00'	24°46'19"	S89°24'58"W	36.46'
C54	8.29'	85.00'	5°35'24"	S74°14'06"W	8.29'
C55	44.46'	30.00'	84°54'45"	S66°06'12"E	40.50'
C56	275.89'	55.00'	287°24'39"	S67°21'58"W	65.11'
C57	32.25'	20.00'	92°22'58"	N25°14'56"E	28.87'
C58	20.75'	20.00'	59°27'28"	N46°57'53"W	19.84'
C59	0.23'	20.00'	0°38'43"	N77°00'59"W	0.23'
C60	54.27'	55.00'	56°32'11"	S49°04'16"E	52.10'
C61	50.97'	55.00'	53°06'09"	S05°44'54"W	49.17'
C62	24.80'	55.00'	25°50'23"	S45°13'10"W	24.59'
C63	0.79'	55.00'	0°49'07"	S58°32'55"W	0.79'
C64	41.49'	55.00'	4°31'318"	S80°34'08"W	40.51'
C65	74.59'	55.00'	77°42'19"	N38°58'04"W	69.01'
C66	28.98'	55.00'	30°11'11"	N14°58'41"E	28.64'
C67	15.55'	20.00'	44°33'16"	S07°47'39"W	15.16'
C68	86.86'	226.00'	22°01'15"	S25°29'36"E	86.33'
C69	16.95'	226.00'	4°17'53"	S16°37'55"E	16.95'
C70	47.44'	226.00'	12°01'41"	S24°47'42"E	47.36'
C71	22.46'	226.00'	5°41'41"	S33°39'23"E	22.45'
C72	25.15'	20.00'	72°03'21"	N72°31'54"W	23.53'
C73	17.20'	76.00'	12°58'00"	S64°57'25"W	17.16'
C74	35.70'	20.00'	102°17'13"	S07°19'49"W	31.15'
C75	484.96'	4260.00'	6°31'21"	S41°40'37"E	484.70'
C76	40.11'	4260.00'	0°32'22"	S38°41'08"E	40.11'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C77	45.09'	4260.00'	0°36'23"	S39°15'30"E	45.09'
C78	35.05'	4260.00'	0°28'17"	S39°47'51"E	35.05'
C79	40.04'	4260.00'	0°32'19"	S40°18'09"E	40.04'
C80	40.03'	4260.00'	0°32'18"	S40°50'27"E	40.03'
C81	40.02'	4260.00'	0°32'17"	S41°22'45"E	40.01'
C82	45.01'	4260.00'	0°36'19"	S41°57'03"E	45.01'
C83	35.00'	4260.00'	0°28'15"	S42°29'20"E	35.00'
C84	40.00'	4260.00'	0°32'17"	S42°59'36"E	40.00'
C85	40.00'	4260.00'	0°32'17"	S43°31'53"E	40.00'
C86	40.01'	4260.00'	0°32'17"	S44°04'10"E	40.01'
C87	44.60'	4260.00'	0°36'00"	S44°38'18"E	44.60'
C88	416.65'	4240.00'	5°37'49"	S42°22'45"E	416.48'
C89	94.85'	226.00'	24°02'46"	S48°31'37"E	94.15'
C90	1.55'	226.00'	0°23'34"	S36°42'01"E	1.55'
C91	40.06'	226.00'	10°09'20"	S41°58'28"E	40.01'
C92	45.76'	226.00'	11°36'03"	S52°51'10"E	45.68'
C93	7.48'	226.00'	1°53'48"	S59°36'06"E	7.48'
C94	25.43'	274.00'	5°19'01"	S57°53'29"E	25.42'
C95	81.58'	76.00'	61°30'08"	N29°47'56"W	77.72'
C96	133.10'	124.00'	61°30'08"	N29°47'56"W	126.80'
C97	15.08'	124.00'	6°58'09"	N57°03'55"W	15.07'
C98	40.19'	124.00'	18°34'08"	N44°17'47"W	40.01'
C99	39.22'	124.00'	18°07'21"	N25°57'03"W	39.06'
C100	37.79'	124.00'	17°27'36"	N08°09'34"W	37.64'
C101	0.83'	124.00'	0°22'54"	N00°45'42"E	0.83'
C102	224.79'	425.00'	30°18'16"	N15°51'45"W	222.18'
C103	44.95'	425.00'	6°03'35"	N02°19'11"E	44.93'
C104	15.49'	425.00'	2°05'16"	N06°23'37"E	15.49'
C105	31.23'	20.00'	89°27'21"	S43°46'32"E	28.15'
C106	10.48'	20.00'	30°00'42"	S14°03'12"E	10.36'
C107	20.75'	20.00'	59°26'40"	S58°46'53"E	19.83'
C108	31.41'	20.00'	89°59'43"	N46°29'56"E	28.28'

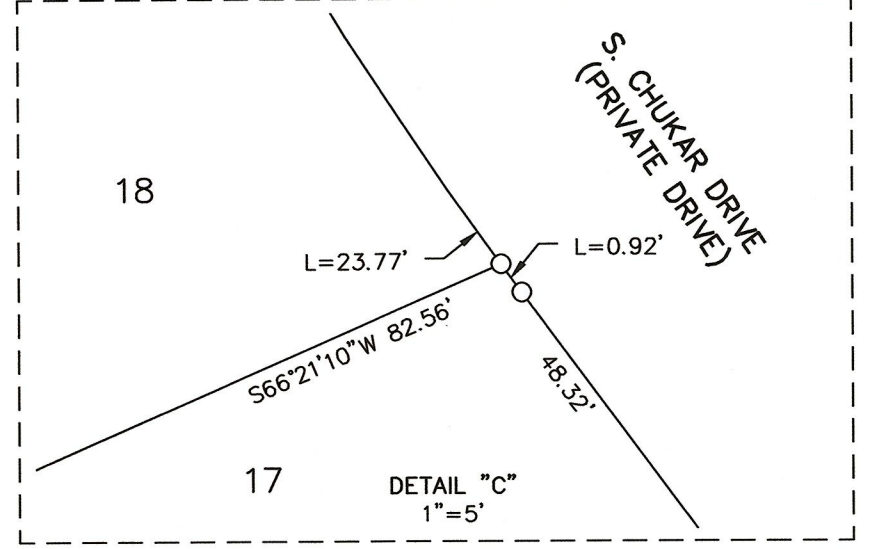
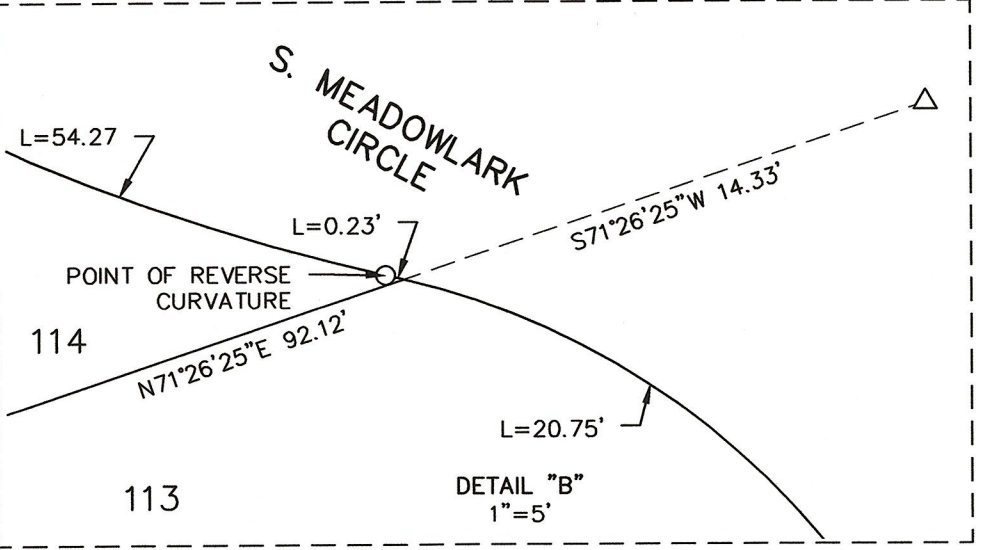
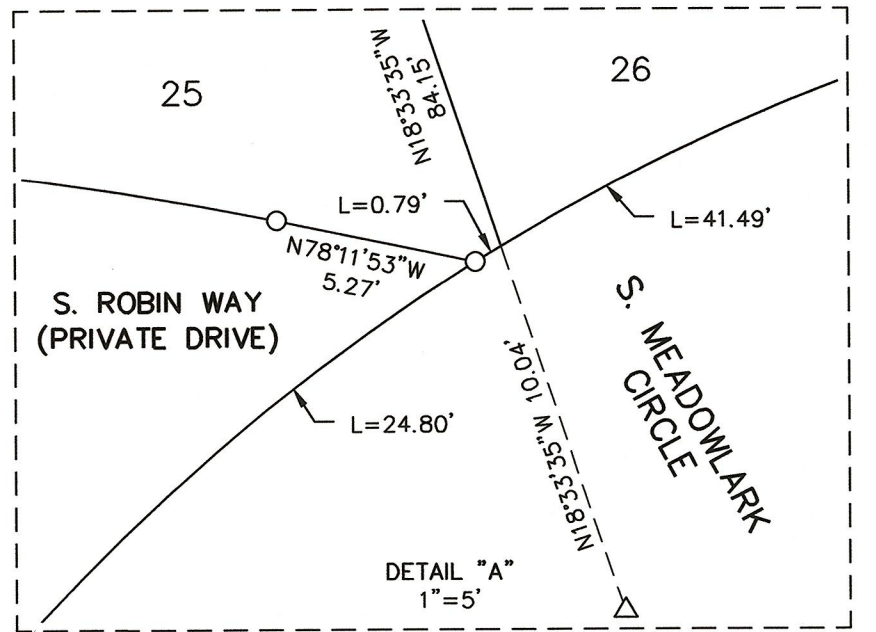
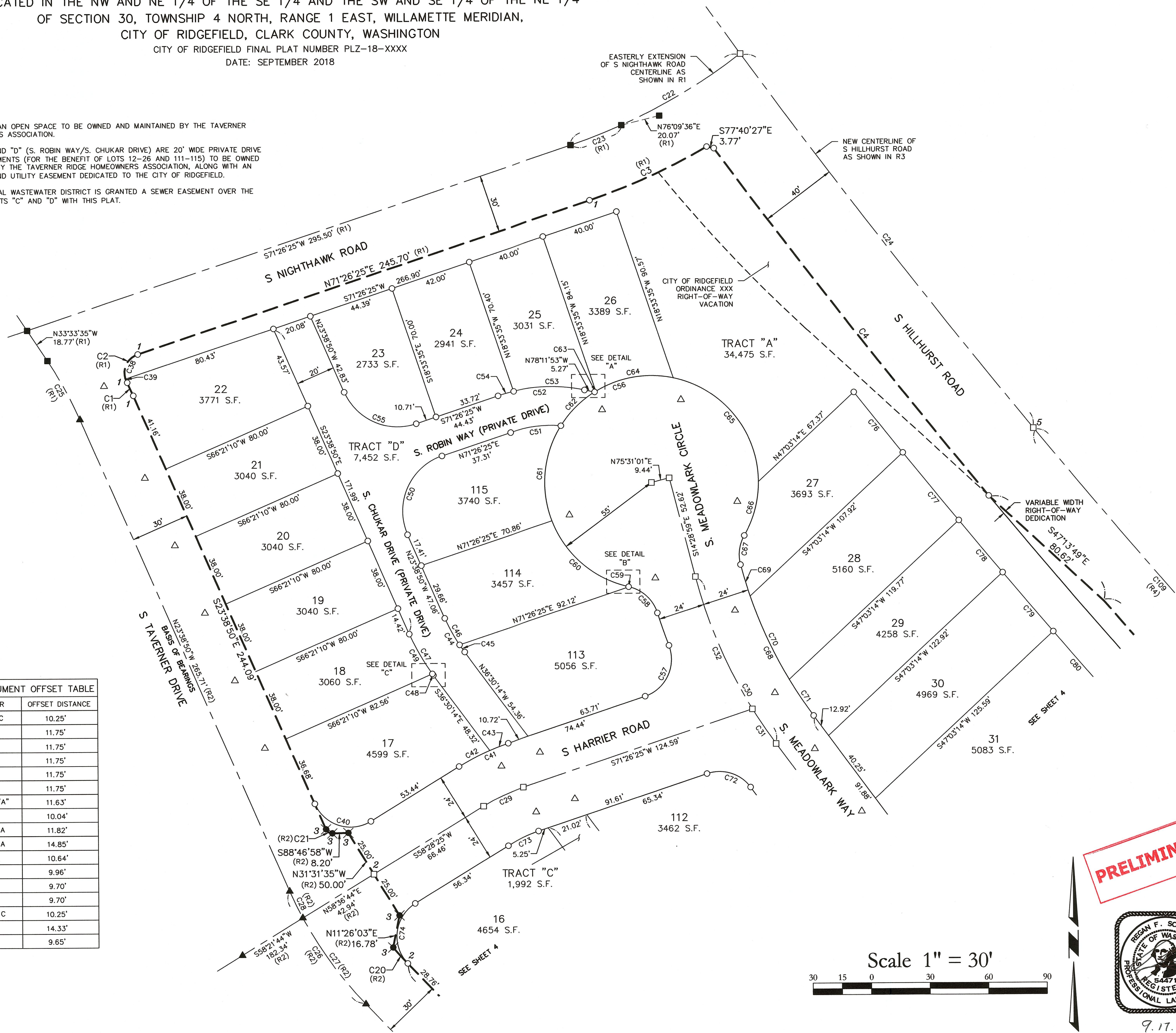
TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735
LOCATED IN THE NW AND NE 1/4 OF THE SE 1/4 AND THE SW AND SE 1/4 OF THE NE 1/4
OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
DATE: SEPTEMBER 2018

- NOTES:
- 1.) TRACT "A" IS AN OPEN SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
 - 2.) TRACTS "C" AND "D" (S. ROBIN WAY/S. CHUKAR DRIVE) ARE 20' WIDE PRIVATE DRIVE AND UTILITY EASEMENTS (FOR THE BENEFIT OF LOTS 12-26 AND 111-115) TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION, ALONG WITH AN INGRES/EGRESS AND UTILITY EASEMENT DEDICATED TO THE CITY OF RIDGEFIELD.
 - 3.) CLARK REGIONAL WASTEWATER DISTRICT IS GRANTED A SEWER EASEMENT OVER THE ENTIRETY OF TRACTS "C" AND "D" WITH THIS PLAT.

- LEGEND:
- - DENOTES SET 1/2" X 24" REBAR WITH GREEN PLASTIC CAP INSCRIBED "PLS 54471"
 - △ - DENOTES SET 1" COPPER PLUG INSCRIBED "PLS 54471" SET AT THE EXTENSION OF ALL LOT LINES IN THE CURB FOR THE PURPOSE OF LINE PROJECTION, NOT LOT LINE DISTANCE
 - - DENOTES SET 1/2" X 24" REBAR WITH ALUMINUM CAP INSCRIBED "PBS PLS 54471"
 - - DENOTES FOUND AND HELD 1/2" REBAR WITH ALUMINUM CAP INSCRIBED "PLS 30446" PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 7" AS RECORDED IN BOOK 311, PAGE 818, CLARK COUNTY PLAT RECORDS VISITED ON APRIL 24, 2017
 - ▲ - DENOTES FOUND AND HELD 1/2" REBAR WITH ALUMINUM CAP INSCRIBED "PBS PLS 54471" PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS VISITED ON OCTOBER 12, 2017
 - ✱ - DENOTES FOUND AND HELD 1/2" REBAR WITH GREEN PLASTIC CAP INSCRIBED "PLS 54471" PER THE PLAT OF "TAVERNER RIDGE P.U.D. PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS VISITED ON OCTOBER 12, 2017
- 1 - MONUMENT SET TO REPLACE FOUND AND HELD MONUMENT AS SHOWN IN (R1). DESTROYED DURING CONSTRUCTION. FIELD TIED APRIL 24, 2017
- 2 - MONUMENT SET TO REPLACE FOUND AND HELD MONUMENT AS SHOWN IN (R2). DESTROYED DURING CONSTRUCTION. FIELD TIED OCTOBER 12, 2017
- 3 - MONUMENT SET IN (R2). DESTROYED DURING CONSTRUCTION. NOT RESET
- (R1) - DENOTES RECORD DATA PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 7" AS RECORDED IN BOOK 311, PAGE 818, CLARK COUNTY PLAT RECORDS
- (R2) - DENOTES RECORD DATA PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS
- (R4) - DENOTES RECORD DATA PER THE RECORD OF SURVEY AS RECORDED IN BOOK 24, PAGE 33, CLARK COUNTY SURVEY RECORDS

CURB MONUMENT OFFSET TABLE	
LOT NUMBER	OFFSET DISTANCE
16/TRACT C	10.25'
17/18	11.75'
18/19	11.75'
19/20	11.75'
20/21	11.75'
21/22	11.75'
22/TRACT "A"	11.63'
25/26	10.04'
26/TRACT A	11.82'
27/TRACT A	14.85'
27/28	10.64'
28/29	9.96'
29/30	9.70'
30/31	9.70'
112/TRACT C	10.25'
113/114	14.33'
114/115	9.65'

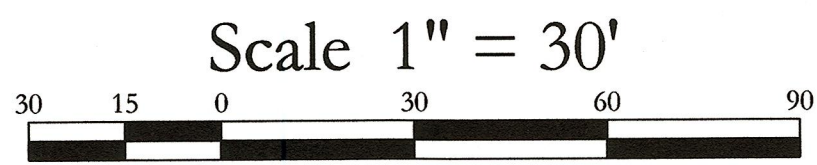


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CHECKED BY: TLG	JOB NO.: 71072.000	SHEET 4 OF 6



TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

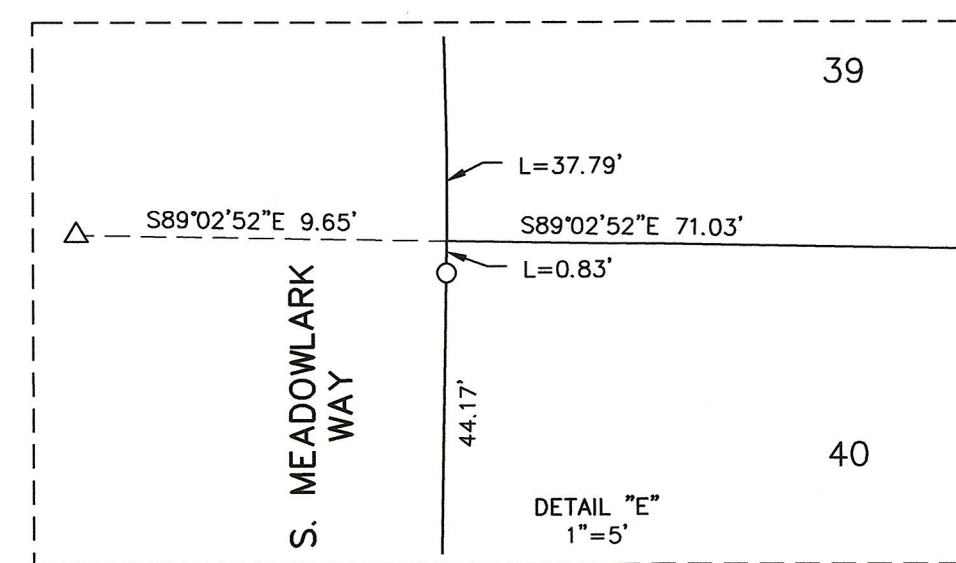
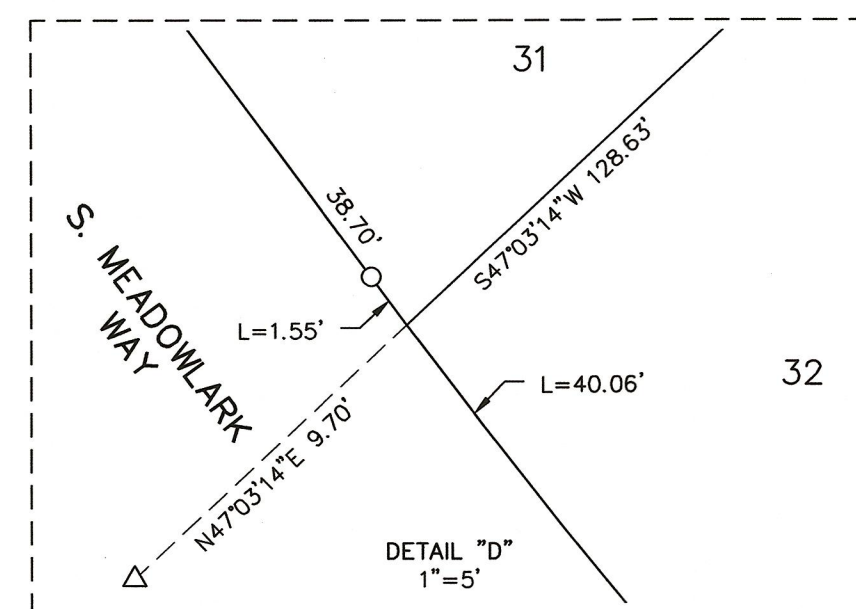
A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735
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 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,
 CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
 CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
 DATE: SEPTEMBER 2018

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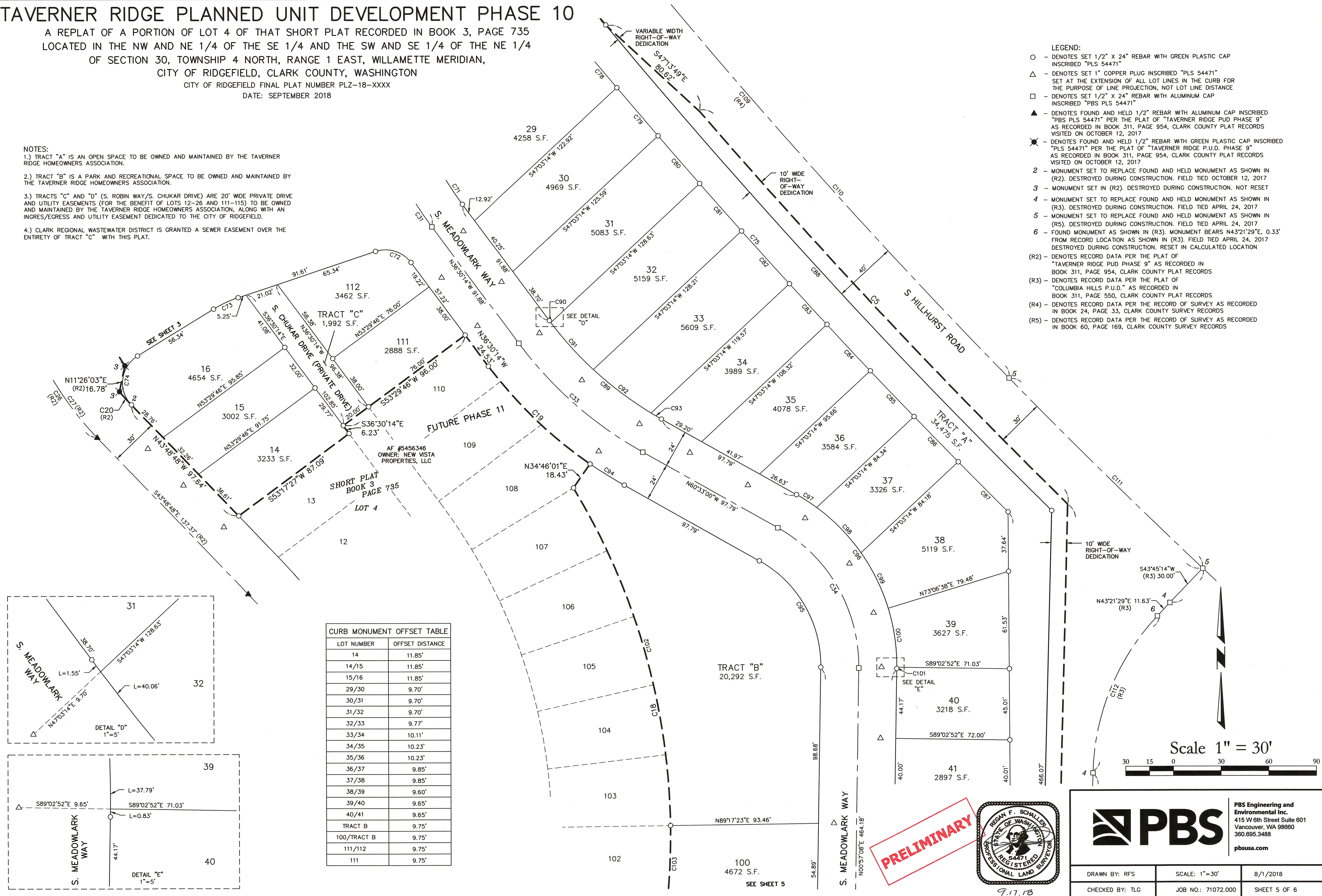
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- 2.) TRACT "B" IS A PARK AND RECREATIONAL SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
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- 4.) CLARK REGIONAL WASTEWATER DISTRICT IS GRANTED A SEWER EASEMENT OVER THE ENTIRETY OF TRACT "C" WITH THIS PLAT.

LEGEND:

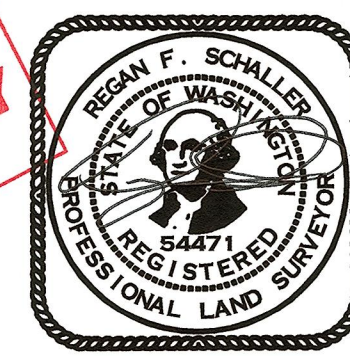
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- ▲ - DENOTES FOUND AND HELD 1/2" REBAR WITH ALUMINUM CAP INSCRIBED "PBS PLS 54471" PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS VISITED ON OCTOBER 12, 2017
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- 2 - MONUMENT SET TO REPLACE FOUND AND HELD MONUMENT AS SHOWN IN (R2). DESTROYED DURING CONSTRUCTION. FIELD TIED OCTOBER 12, 2017
- 3 - MONUMENT SET IN (R2). DESTROYED DURING CONSTRUCTION. NOT RESET
- 4 - MONUMENT SET TO REPLACE FOUND AND HELD MONUMENT AS SHOWN IN (R3). DESTROYED DURING CONSTRUCTION. FIELD TIED APRIL 24, 2017
- 5 - MONUMENT SET TO REPLACE FOUND AND HELD MONUMENT AS SHOWN IN (R5). DESTROYED DURING CONSTRUCTION. FIELD TIED APRIL 24, 2017
- 6 - FOUND MONUMENT AS SHOWN IN (R3). MONUMENT BEARS N43°21'29"E, 0.33' FROM RECORD LOCATION AS SHOWN IN (R3). FIELD TIED APRIL 24, 2017 DESTROYED DURING CONSTRUCTION. RESET IN CALCULATED LOCATION
- (R2) - DENOTES RECORD DATA PER THE PLAT OF "TAVERNER RIDGE PUD PHASE 9" AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS
- (R3) - DENOTES RECORD DATA PER THE PLAT OF "COLUMBIA HILLS P.U.D." AS RECORDED IN BOOK 311, PAGE 550, CLARK COUNTY PLAT RECORDS
- (R4) - DENOTES RECORD DATA PER THE RECORD OF SURVEY AS RECORDED IN BOOK 24, PAGE 33, CLARK COUNTY SURVEY RECORDS
- (R5) - DENOTES RECORD DATA PER THE RECORD OF SURVEY AS RECORDED IN BOOK 60, PAGE 169, CLARK COUNTY SURVEY RECORDS



LOT NUMBER	OFFSET DISTANCE
14	11.85'
14/15	11.85'
15/16	11.85'
29/30	9.70'
30/31	9.70'
31/32	9.70'
32/33	9.77'
33/34	10.11'
34/35	10.23'
35/36	10.23'
36/37	9.85'
37/38	9.85'
38/39	9.60'
39/40	9.65'
40/41	9.65'
TRACT B	9.75'
100/TRACT B	9.75'
111/112	9.75'
111	9.75'



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CHECKED BY: TLG	JOB NO.: 71072.000	SHEET 5 OF 6

TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

A REPLAT OF A PORTION OF LOT 4 OF THAT SHORT PLAT RECORDED IN BOOK 3, PAGE 735
LOCATED IN THE NW AND NE 1/4 OF THE SE 1/4 AND THE SW AND SE 1/4 OF THE NE 1/4
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CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
DATE: AUGUST 2018

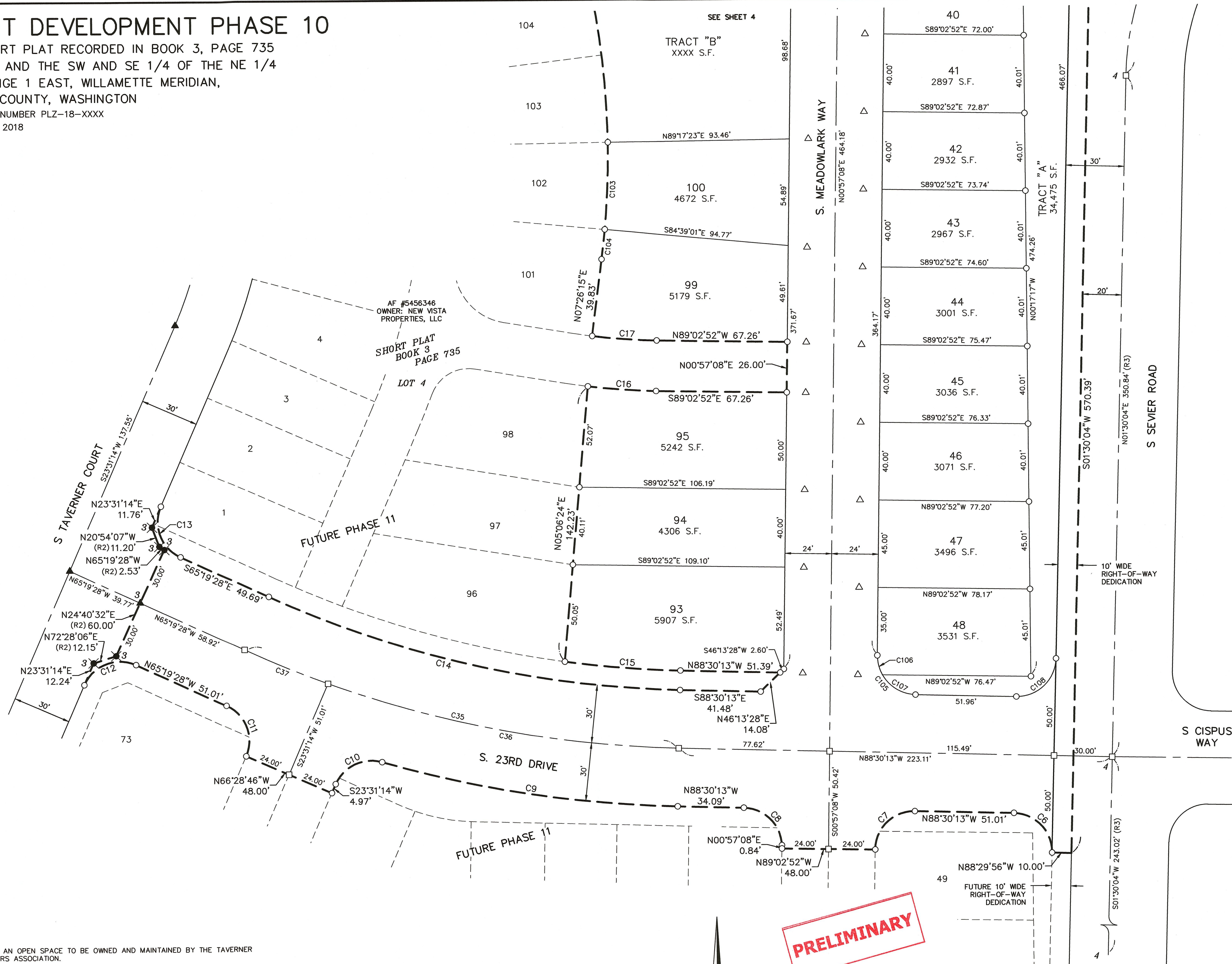
- LEGEND:**
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 - △ - DENOTES SET 1" COPPER PLUG INSCRIBED "PLS 54471"
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 - (R3) - DENOTES RECORD DATA PER THE PLAT OF "COLUMBIA HILLS P.U.D." AS RECORDED IN BOOK 311, PAGE 550, CLARK COUNTY PLAT RECORDS

CURB MONUMENT OFFSET TABLE

LOT NUMBER	OFFSET DISTANCE
40/41	9.65'
41/42	9.75'
42/43	9.65'
43/44	9.65'
44/45	9.75'
45/46	9.75'
46/47	9.75'
47/48	9.75'
48	12.53'
93	11.60'
93/94	9.75'
94/95	9.75'
95	9.75'
99	9.75'
99/100	9.78'
100/TRACT B	9.75'

NOTES:

- 1.) TRACT "A" IS AN OPEN SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.
- 2.) TRACT "B" IS A PARK AND RECREATIONAL SPACE TO BE OWNED AND MAINTAINED BY THE TAVERNER RIDGE HOMEOWNERS ASSOCIATION.



Scale 1" = 30'

PRELIMINARY



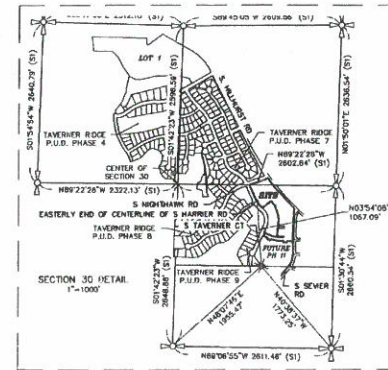
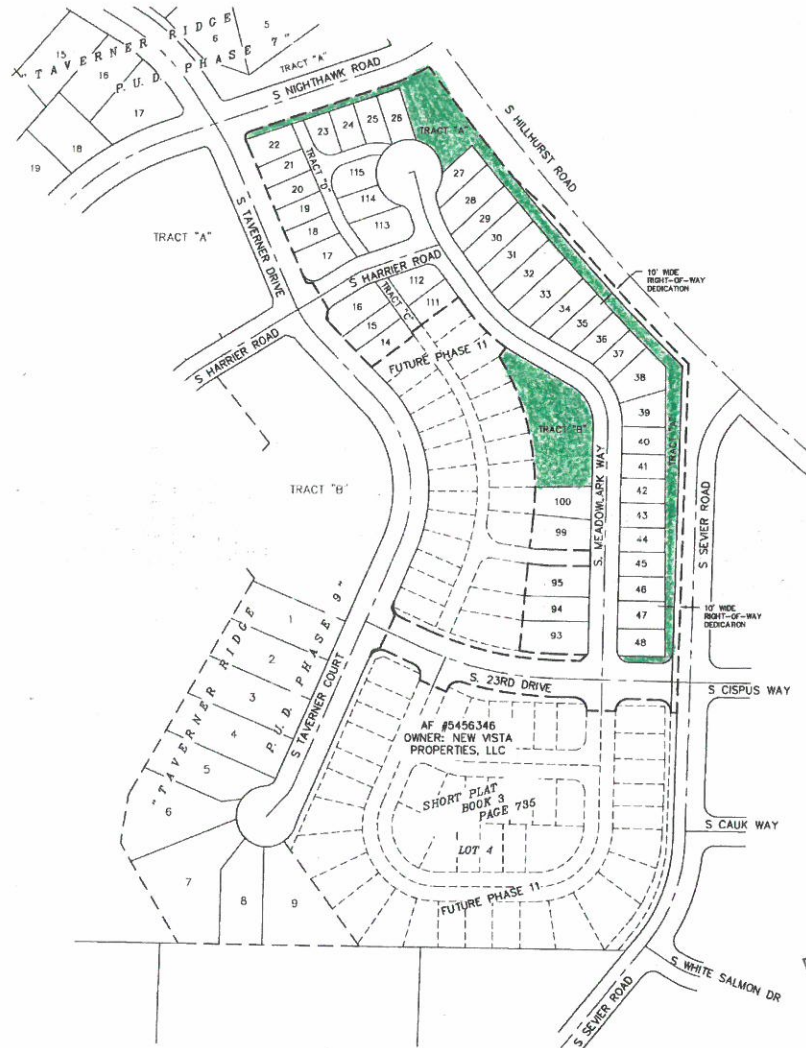
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CHECKED BY: TLG	JOB NO.: 71072.000	SHEET 6 OF 6

TAVERNER RIDGE PLANNED UNIT DEVELOPMENT PHASE 10

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 CITY OF RIDGEFIELD, CLARK COUNTY, WASHINGTON
 CITY OF RIDGEFIELD FINAL PLAT NUMBER PLZ-18-XXXX
 DATE: AUGUST 2018



LEGEND:
 X - DENOTES FOUND AND FIELD 1/2" REBAR WITH GREEN PLASTIC CAP
 INScribed "PLS 24471" PER THE PLAT OF "TAVERNER RIDGE PUB PHASE 9"
 AS RECORDED IN BOOK 311, PAGE 954, CLARK COUNTY PLAT RECORDS
 WISSED ON NOVEMBER 27, 2017
 --- DENOTES CALCULATED ONE-QUARTER CORNER POSITION FOR SHORT PLAT
 RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY SURVEY RECORDS (S1)
 --- DENOTES CALCULATED SECTION CORNER POSITION PER SHORT PLAT
 RECORDED IN BOOK 3, PAGE 735, CLARK COUNTY SURVEY RECORDS (S1)

Scale 1" = 100'

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CHECKED BY: TJC	JOB NO: 71072.000	SHEET 2 OF 5

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Interlocal Agreement with Ridgefield School District on Repurposing of View Ridge Middle School

GOVERNING LEGISLATION:

RCW 39.34

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Following voter approval of the Ridgefield School District bond in 2017 the School District has been repurposing much of the former View Ridge Middle School campus. The building will serve as administrative offices, conference rooms, and public meeting facilities. This project is intended to provide a common hub for civic engagement known as the Ridgefield Administrative & Civic Center, and is intended to result in an efficient use of public resources. In early 2018 the City and School District began discussions to lease a portion of the space for City use.

The term of this inter-local agreement is 30 years from the effective date, and provides 3,063 square feet in the southern portion of the facility for City Offices. Additionally, the agreement provides 3,406 square feet of shared space to conduct public meetings with City Council, School Board of Directors, Planning Commission, Parks Board, and Hearing Examiner, and 2,502 square feet of shared space for a main entry, conference and breakrooms. These spaces will be ready for occupancy by January 31, 2019. There is a prioritization schedule as part of the agreement.

BUDGET/FINANCIAL IMPACTS:

The City's portion of the project cost will be \$2,472,929. The City will be obligated to pay \$750,000 to the Ridgefield School District by December 31, 2018 and \$114,861.93 per year by December 31 of each calendar year for a term of ten years. There will be no ongoing lease costs for the remainder of the lease term.

The City will be responsible for the proportionate share of on-going utility costs each calendar year.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the interlocal agreement via the following motion:

“I move to authorize the City Manager to execute an interlocal agreement between the City of Ridgefield and Ridgefield School District for the View Ridge Middle School Repurposing, as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: 181218.VRMS.interlocal.FINAL 12-19-18 JP (PDF)

**INTERLOCAL AGREEMENT BETWEEN
RIDGEFIELD SCHOOL DISTRICT NO. 122 AND
THE CITY OF RIDGEFIELD REGARDING
THE VIEW RIDGE MIDDLE SCHOOL REPURPOSING PROJECT**

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, under Chapter 39.34 RCW relating to the renovation and shared use of portions of the former View Ridge Middle School building.

RECITALS:

WHEREAS, the Interlocal Cooperation Act, as amended and codified in Chapter 39.34 RCW, provides for interlocal cooperation between public agencies;

WHEREAS, the City and District both desire to expand the amount of facilities available for use by the City and District;

WHEREAS, the District owns the former View Ridge Middle School building ("Facility"), located at 510 Pioneer Street, Ridgefield, Washington 98642 (situated on Clark County Parcel No. 68005000), but no longer uses portions of said Facility for District purposes;

WHEREAS, the District is in the process of renovating and repurposing portions of the Facility for purposes of District employee offices, meeting areas for the District's Board of Directors, conference rooms, and other uses;

WHEREAS, the District and the City desire to partner in renovation of the Facility (which measures approximately 44,000 square feet) such that the City will use portions thereof as City offices, and that the City Council will hold public meetings in the area used by the District's Board of Directors for public meetings, creating a common hub for civic engagement within the City of Ridgefield (to be known as the "Ridgefield Administrative & Civic Center"); and

WHEREAS, the District and the City have determined that shared use of portions of the Facility will be in the best interests of both parties and result in efficient use of public resources.

NOW THEREFORE, the parties agree as follows:

1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to permit the parties to make the most efficient use of their resources by cooperating in renovating, using, and maintaining aspects of the Facility to provide improved facilities for the City and District, as described below and in the foregoing Recitals, which are hereby incorporated into and made part of this Agreement.
2. **EFFECTIVE DATE:** This Agreement will become effective on the date last approved by the District's Board of Directors and the City Council of the City, respectively.

3. **DURATION OF AGREEMENT:** The Term of this Agreement will be thirty (30) years, unless terminated by the parties pursuant to Section 4. Representatives of the parties will meet at least once every five (5) calendar years, calculated from the date this Agreement is effective, to discuss any modifications to the Agreement proposed by the parties.
4. **TERMINATION OF AGREEMENT:** If either party breaches any material provision of this Agreement, and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party will have the right to terminate this Agreement by giving written notice thereof to the party in breach. Such termination notice will be subject to the mediation provisions of Section 16 herein. Termination will become effective upon completion of mediation that does not result in agreement between the parties. In the event of termination by the City pursuant to this Section 4, the City will receive compensation as described in Section 20.
5. **ADMINISTRATION OF AGREEMENT:** This Agreement will be administered by the Superintendent of the District and the City Manager of the City, or their respective designees. No separate legal or administrative entity will be created pursuant to this Agreement.
6. **SCOPE AND TIMING OF PROJECT WORK:**
 - a. The District will renovate an area measuring approximately 3,108 square feet in the south portion of the Facility as City office space ("City Offices"), as depicted on Exhibit A, which is hereby incorporated into this Agreement. In addition, the District's renovations will include an area measuring approximately 1,910 square feet for use during public meetings by the District's Board of Directors and the City Council ("Board Room"), as depicted on Exhibit A. The District will also make the following improvements to the Facility that will benefit both parties: a new roof, an expanded parking lot on the east side of the building, remodeling of the central courtyard, remodeling of the main entry/conference center, and abatement of asbestos. The improvements described in this paragraph constitute the scope of work cooperatively undertaken by the parties ("Project Work").
 - b. The Project Work will be completed to the point that the City may occupy the City Offices and Board Room no later than January 30, 2019.
 - c. Any renovations to portions of the Facility other than the Project Work will be the sole responsibility of the District unless otherwise specified herein.
 - d. Subsequent to completion of the Project Work, and following compliance with the requirements of RCW 28A.335.040, the District and the City will enter into an agreement for the City to lease from the District the City Offices for a period of not less than thirty (30) years. Such lease agreement will be consistent with the terms of this Agreement.

7. **MANNER OF FINANCING:** The parties will finance the Project Work and the shared use of the facilities (as described in Section 8, below) as follows:

a. **City's Responsibilities:**

- i. **City's Share of Renovation Costs:** In consideration for the performance of renovations constituting the Project Work, the City will pay to the District a total amount of Two-Million, Four-Hundred Seventy-Two Thousand, Nine-Hundred and Twenty-Nine Dollars (\$2,472,929). Of that total, the City will pay Seven-Hundred and Fifty-Thousand Dollars (\$750,000) by December 31, 2018. The City will pay the remaining sum in fifteen equal annual installments of One Hundred Fourteen Thousand, Eight Hundred and Sixty-Two Dollars (\$114,862), with each subsequent payment due no later than the last calendar day of each calendar year (i.e., December 31 of 2019, 2020, etc.). Upon completion of the Project Work, if the total cost of the Project Work does not require expenditure of the total sum designated by the parties as a contingency, the District will refund to the City a portion of said unused contingency. The amount of said refund will be calculated by multiplying the total unused contingency for the renovations to the Facility by the percentage of the costs of the Project Work paid by the City. For example, if the City paid 40 percent of the costs of the Project Work, and there was an unused contingency of \$100,000 for the Project Work, the District would refund to the City forty (40) percent, or \$40,000.
- ii. **City's Share of Maintenance:** In addition to the foregoing, the City will pay to the District that proportional share of the monthly maintenance and custodial costs (including, without limitation, long-term maintenance and upkeep, such as replacement of the roof, mechanical systems, etc.) for that portion of the Facility that is occupied by the City and/or shared with the District, in addition to costs of maintenance related to normal wear and tear to the City Offices, which will be the sole responsibility of the City. The proportional share to be paid by the City for a given calendar year will be equal to the square footage of the portion of the Facility occupied by the City and/or shared with the District divided by the total square footage of the portion of the Facility occupied by any entity as of January 1 of each year. The parties will annually review and adjust the City's proportional share of maintenance and custodial costs. For 2019, the City's proportional share will be thirty-six percent (36%) of monthly maintenance and custodial costs for the Facility. The scope of such maintenance and custodial needs will be determined by the District, which will provide an invoice for such costs to the City no later than the end of the calendar month during which such charges occurred or were reasonably expected to occur. The City will pay such invoiced amounts within thirty (30) days.

- iii. **City's Share of Utilities:** In addition to the foregoing, the City will pay to the District a proportional share the monthly costs of the utilities described herein serving that portion of the Facility that is occupied by any entity. The proportional share to be paid by the City for a given calendar year will be equal to the square footage of the portion of the Facility occupied by the City and/or shared with the District divided by the portion of the Facility that is occupied by any entity as of January 1 of each year. The parties will annually review and adjust the City's proportional share of utilities. For 2019, the City's proportional share will be thirty-six percent (36%) of monthly utility charges. Utilities include electricity, water, sewer, storm sewer, telephone, internet, and trash collection and pickup service. The District will provide an invoice for such costs to the City no later than the end of the calendar month following the month during which such charges occurred or were reasonably expected to occur. The City will pay such invoiced amounts within thirty (30) days. Utilities not discussed in this paragraph will be at the sole expense of the party requesting/using such utilities, provided that the parties may agree in writing to share the costs of such utilities at a ratio determined by the parties.
 - iv. **Personal Property Insurance:** The City will be responsible for maintaining during the term of this Agreement, at its sole expense, insurance on its personal property located at the Facility.
- b. **District's Responsibilities:**
 - i. **District Property:** The District will provide real property for purposes of constructing the improvements that constitute the Project Work. All real property and improvements (including, without limitation, fixtures and those improvements that are the Project Work) constituting the Facility will be and remain the property of the District. A party's personal property stored at the Facility will remain the property of that party, unless specifically agreed otherwise herein.
 - ii. **Furnishings:** The District will provide furnishings for the Board Room.
 - iii. **Construction:** The District will be responsible for design and construction of the Project Work in compliance with federal, state, and local statutes, regulations, and ordinances, including without limitation public works, public bidding, and prevailing wage requirements applicable to the District. The District will accomplish the Project Work using such contractors and subcontractors as the District selects in its sole discretion.
 - iv. **Permits:** The District will be responsible for obtaining all federal, state, and local government approvals or permits necessary to develop and construct the Project Work.

- v. **Property Insurance:** The District will be responsible for maintaining during the term of this Agreement all-risk property insurance covering the Building for its full replacement value.
 - c. **Rental Income:** Income from third-party rental of the Board Room will be collected by the District and used toward the costs the parties will share under Section 7.a.ii (i.e., maintenance and custodial costs).
- 8. **SHARED USE AND PRIORITY OF USE:** Following completion of the Project Work, the District and the City will share use of the facilities under the following terms.
 - a. **Licenses:**
 - i. The District grants the City a nonexclusive license to use the following areas during the duration of this Agreement, as depicted on Exhibit A: the Board Room (including all restrooms, the Reception Area, the Prep Room, the Council Room, and storage room), the main entry to the Facility, the Courtyard, the Break Room, Conference Rooms 1, 2, and 3, the Work Room, and the parking lot located along Pioneer Street. The District and City agree that this license will be for municipal purposes including, but not limited to, use by the City for meetings and events open to the general public. The parties recognize that they are each local government entities and will act in accordance with their respective constitutional and legal duties regarding allowing the public entry to and use of the Facility.
 - ii. The District grants the City a nonexclusive license to install equipment in the data center for purposes of providing Internet and intranet access, to the extent agreed between the District and the City.
 - iii. The District grants the City a temporary, exclusive license to use Classroom 6 as storage. Said temporary license for Classroom 6 will terminate when the District determines it requires the classroom for District purposes.
 - iv. The District grants the City an exclusive license to use six (6) parking spaces within the parking lot located along Pioneer Street for parking of City fleet vehicles. Said parking spaces will be located at the farthest distance from the entry to the Facility.
 - b. **Regular City Council Meetings:** The City will have first priority for use of the Board Room for City Council meeting purposes during and one (1) hour before and after its regularly scheduled meetings, which are the second and fourth Thursdays of each calendar month at 6:30 p.m., except that during the months of November and December, the regularly scheduled meetings are the first and third Thursdays of the calendar month. If the City Council

does not hold its meeting at the regularly scheduled time and date, that time slot will be released for potential use by the parties or third parties.

- c. **Regular Board of Directors Meetings:** The District will have first priority for use of the Board room during and for one (1) hour before and after Board of Directors meetings, which are the second and fourth Tuesdays of each calendar month at 5 p.m. If the Board of Directors does not hold its meeting at the regularly scheduled time and date, that time slot will be released for potential use by the parties or third parties.
- d. **Conflict Between Regular Meetings:** If the governing body of either party proposes to change the time or date of its regularly scheduled meeting such that there is a conflict between the governing bodies' regularly scheduled public meetings, the District Superintendent and City Manager (or their designees) will promptly meet and negotiate in good faith regarding how the parties will prioritize use of the Board Room during such time.
- e. **Special Meetings:** For special meetings of the Board of Directors or City Council, and for meetings of committees of either governing body, the parties will have use of the Board Room according to a schedule agreed upon by the Superintendent and City Manager (or their designees). Such schedule will be completed for each calendar month no later than the twentieth (20th) day of the prior calendar month.
- f. **Other Uses by Parties:** The District and the City will have first priority over third parties to schedule use of the Board Room. Requests by the parties to use the Board Room will be submitted to the employee designated by the District to maintain a schedule for use of the Facility ("District Scheduler"). Requests will be granted on a first-come, first-served basis, provided that if the parties make simultaneous, conflicting requests, the parties will alternate which one receives the reservation over the term of this Agreement (with the City receiving the first selection, the District receiving the second, etc.).
- g. **Parking and Courtyard:** The party having use of the Board Room for a specific period, either under this Agreement or a scheduled reservation, will have first priority for use of the Courtyard and parking areas during that period. The parties agree that the parking lot along Pioneer Street will not be used for overnight parking, except when such parking is for District or City purposes (as opposed to the personal convenience of parking lot users).
- h. **Schedule and Reservations:**
 - i. The District will maintain a schedule of when the Board Room has been reserved for events.
 - ii. Persons other than the parties to this Agreement (i.e., third parties) desiring to reserve the Board Room for events must submit

reservation requests in writing to the District Scheduler. Reservation requests will be granted on a first-come, first-served basis to those persons submitting the forms, proof of liability insurance, and deposits required by District policy and procedure for facility use.

- iii. All terms of Facility use by third parties, including the priority of use by different types of groups and fees for use of facilities, will be determined by the then-current District policy and procedure for facility use.
- iv. Facility reservations may be terminated when a third party has not satisfied all requirements of this Agreement, including, but not limited to, payment of fees, or violated the rules of use established by the District.

i. **General Usage Policies:**

- i. Use or possession of alcohol and illegal drugs (including marijuana) is prohibited at the Facility, including parking lots and grounds.
- ii. Use or possession of tobacco or tobacco-derived products of any kind, including, without limitation, e-cigarettes or “vaping” devices, is prohibited at the Facility, including parking lots and grounds. This paragraph does not prohibit employees or visitors to the Facility from storing tobacco products in personal vehicles parked upon the Facility’s lot, although the policies of the parties may prohibit such possession for their respective employees and visitors.
- iii. Persons will not be allowed to use the Facility in a manner that interferes with the lawful or efficient operation of the District or the City. The City will be responsible for supervising the conduct of its officers, employees, agents, and invitees present at the Facility, and the City will require all such persons to comply with its ordinances, policies, and procedures for visitor conduct; District policies and procedures governing use of the Facility; and the terms of this Agreement regarding visitor conduct. The District will be responsible for supervising the conduct of its officers, employees, agents, students, and invitees at the Facility, and the District will require all such persons to comply with its policies and procedures governing use of the Facility and the terms of this Agreement regarding visitor conduct.
- iv. If a person or entity has behaved in a manner causing a substantial disruption to the District or the City when upon the City Offices, the Board Room, or another portion of the Facility being used by the City, the City will issue a no-trespassing order, which order will include notice of an administrative appeal process determined by the City.

- v. If a person or entity has behaved in a manner causing a substantial disruption to the District in any portion of the Facility other than the City Offices (including in the Board Room when used by the District), the District will issue a no-trespassing order, which order will include notice of an administrative appeal process determined by the District.
- vi. The party issuing a no-trespassing order will be responsible for enforcing such order, including through reporting trespassing in violation of a no-trespassing order to law enforcement.
- vii. In the event that property loss or damage is incurred during use or occupancy of the Board Room or areas related to use of the Board Room (such as parking, the courtyard, landscaping, etc.), the District will determine the amount of damages and present a bill for damages to the person or group using or occupying the facilities during the time the loss or damage was sustained. The person or group presented with such bill will not be allowed to use the Facility until the bill is paid in full. The District is authorized to pursue any remedies authorized by law to compensate it for damage to the Facility. If the City is the entity responsible for damage to the Facility (other than the City Offices, which will be discussed in any lease agreement), the City will pay the reasonable costs of repair to the District within thirty (30) days of receiving an invoice for the same.

9. **ALTERATIONS:**

- a. The City will not make any alterations or improvements to or upon the Board Room or any other portion of the Facility, or install any fixtures (other than trade fixtures that can be removed without injury to the Facility), other than as prior authorized in writing by the District or as allowed in any subsequent lease agreement for the City Offices.
- b. During the term of this Agreement, the District may make any alterations to the Facility that it deems necessary or appropriate, other than as described in any subsequent lease agreement for the City Offices. Any such alterations must be consistent with the licenses granted by this Agreement. The District will notify the City in writing thirty (30) days prior to commencing such alterations.

10. **ASSIGNMENT/SUBLICENSING:** The City will not assign this Agreement or grant any person the right to use or possess any portion of the Facility without the District's prior written authorization, unless provided otherwise in any subsequent lease agreement for the City Offices. Any such assignment or sublicense without consent will be void, and the District may, upon notice of such assignment or sublicense, terminate this Agreement at its option.

11. **COMPLIANCE WITH LAWS AND REGULATIONS:** In using the Board Room and other portions of the Facility, the City will comply will all applicable laws, regulations, and ordinances of any and all authorities having jurisdiction.

12. **WASTE AND QUIET ENJOYMENT:** The City will not commit or suffer any waste upon the Facility, or disturb the quiet enjoyment of any other occupants of the Facility by making or suffering any nuisance, undue noise, or otherwise, and will not do or permit to be done in or about the Facility anything which is unlawful, dangerous, or which will increase any insurance rate upon the Facility.
13. **HAZARDOUS MATERIALS:** The City will not use, store, or dispose of any hazardous substances upon the Facility. Hazardous substance means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the Facility.
14. **DISTRICT RIGHTS NOT RESTRICTED:** Nothing in this Agreement will restrict the ability of the District in any manner to use or occupy, or to grant leases, licenses, or easements for use or occupancy of, portions of the Facility other than the Board Room and City Offices on terms determined by the District and not inconsistent with the licenses granted by this Agreement.
15. **MAINTENANCE AND CUSTODIAL:**
 - a. The City will be responsible for funding and performing maintenance and upkeep on the City Offices, with the exception of custodial services, consistent with the terms of any subsequent lease agreement.
 - b. The District will be responsible for performing maintenance and upkeep on the Board Room and other portions of the Facility, other than the City Offices. The City will not impede the ability of the District to perform necessary and appropriate maintenance on the Facility.
 - c. The District will provide custodial and groundskeeping services for the Facility, including the Board Room and the City Offices.
16. **DISPUTE RESOLUTION:** Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided otherwise herein.
 - a. The parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.
 - b. The parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.
 - c. A request for mediation will be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be

stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

- d. The parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Ridgefield, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.
 - e. If the parties do not resolve a dispute through mediation pursuant to this section, the parties may pursue any lawful method of binding dispute resolution, including but not limited to litigation in the Superior Court for the State of Washington in and for Clark County.
17. **LIABILITY INSURANCE:** The City and the District will each maintain for the duration of this Agreement its membership in an insurance pool offering or otherwise maintain insurance with a minimum liability limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate to insure against claims for injuries to persons or damage to property that may arise from or in connection with the following: for the City, claims arising from use of any portion of the Facility by the the City and its public officials, officers, employees, agents, and invitees, and for the District, claims arising from use of any portion of the Facility by its public officials, officers, employees, agents, students, volunteers, and invitees.
18. **HOLD HARMLESS AND INDEMNIFICATION:**
- a. By the City. To the fullest extent permitted by law and subject to the following conditions, the City will defend, indemnify, and hold harmless the District and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively, the "District Indemnified Parties"), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses ("Legal Claims"), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the Facility by the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, and invitees (including City-sponsored groups using the Facility); or (b) performance or nonperformance of obligations pursuant to this Agreement by the City or its public officials, officers, employees, agents, consultants, contractors, and volunteers.
 - b. By the District. To the fullest extent permitted by law and subject to the following conditions, the District will defend, indemnify, and hold harmless the City and its public officials, officers, employees, agents, consultants, contractors, volunteers, attorneys, and insurers, and the employees, agents, volunteers, successors, and assigns of any of them (collectively,

the “City Indemnified Parties”), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses (“Legal Claims”), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from: (a) use of the Facility by the District and its public officials, officers, employees, agents, consultants, contractors, students, volunteers, and invitees (including District-sponsored groups using the Facility); or (b) performance or nonperformance of obligations pursuant to this Agreement by the District or its public officials, officers, employees, agents, consultants, contractors, and volunteers.

- c. This Section 18 will survive termination of this Agreement for any reason.
 - d. The provisions of this Section 18 will be construed to not result in loss of liability insurance coverage that would otherwise be available to one or both parties.
19. **NONDISCRIMINATION:** In the administration of this Agreement and use of the Facility, the parties will not discriminate based on race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability. The parties will provide equal access to the Facility to the Boy Scouts of America and other designated youth groups.
20. **RECAPTURE OF SURPLUS PROPERTY:**
- a. The City recognizes that the District is bound by provisions of RCW 28A.335.040 regarding the use of surplus school property of the District should such property be needed for school purposes in the future.
 - b. Notwithstanding Section 4, above, in the event that the District's Board of Directors determines that the facilities subject to the licenses described in Section 8 or the premises leased under a separate lease agreement for use as City Offices become needed for school purposes during the term of this Agreement and that recapture is necessary, this Agreement will terminate upon one-hundred and twenty (120) days' notice to the City of the Board's determination.
 - c. Upon recapture during the term of this Agreement, or upon termination by the City due to material breach of the District under Section 4, if the District has completed all or a portion of the improvements to the Facility required by the Agreement and been paid for the same per Section 7.a.i, the District will reimburse the City for the value of such improvements constructed at the time of recapture or termination; provided, however, that the District will not be required to reimburse the City for any amount beyond that actually paid by the City for the Project Work. Such value will be calculated as follows: dividing the total cost of the City's share of construction costs paid

(including materials and labor) ("Total Cost") by thirty (30) to determine the annual rate of depreciation ("Annual Depreciation Rate"), then multiplying such Annual Depreciation Rate by the number of calendar years that have elapsed since the Agreement was effective ("Total Depreciation"), then subtracting the Total Depreciation from the Total Cost. For example, if the Total Cost was \$3 million and 10 years had elapsed at time of recapture, the District would pay to the City \$2 million, calculated as \$3 million – ((\$3 million / 30) x 10).

- d. If the District recaptures the facilities after expiration of the initial term of this Agreement, the District will owe nothing to the City and the Agreement will terminate.
 - e. The parties acknowledge that, should the District recapture the shared facilities per this Section 20, the separate lease agreement for the City Offices will also terminate by its terms. Upon termination of this Agreement due to material breach by the District or recapture by the District, the City will only be entitled once to compensation at the above-described rate (i.e., the City will not receive compensation for the recapture of both the shared facilities and the leased premises, or for termination of both this Agreement and the separate lease agreement).
21. **CATASTROPHIC LOSS:** The District will be responsible for repairing or replacing the facilities for which licenses are granted in Section 8, above, in the event they are destroyed or become totally or partially unusable because of fire, flood, earthquake, or other casualty covered by the District's property insurance. In the event of such catastrophic loss that is not covered by said insurance, the District will have no duty to repair or replace such facilities.
22. **MISCELLANEOUS PROVISIONS:**
- a. Integrated Agreement. This Agreement is the full and complete understanding of the parties. There are no other agreements, either verbal or written, that would alter the terms of this document. Any prior written agreements or understandings are superseded by this Agreement. The Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties.
 - b. Assignment. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.
 - c. Successors in Interest. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
 - d. Governing Law/Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. Any action or suit

brought in connection with this Agreement will be filed in Clark County Superior Court.

- e. Severability. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.
- f. Waiver. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- g. Notice. All communications regarding this Agreement will be sent to the parties at the addresses listed on the signature page of the Agreement or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
- h. Headings. The headings in this Agreement are included only for convenience and will not control or affect the meaning or construction of this Agreement.
- i. Execution and Posting. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. Pursuant to RCW 39.34.040, the Ridgefield City Clerk will cause a copy of this Agreement to be posted on the City of Ridgefield's website.

IN WITNESS WHEREOF, the parties have subscribed their names on the dates below.

CITY OF RIDGEFIELD

RIDGEFIELD SCHOOL DISTRICT

Steve Stuart
City Manager

Nathan McCann
Superintendent

Date: _____

Date: _____

Attachment: 181218.VRMS.interlocal.FINAL 12-19-18 JP (Interlocal Agreement with School District)

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM: BUSINESS

AGENDA ITEM TITLE: Motion - Approval of Lease Agreement with Ridgefield School District on Repurposing of View Ridge Middle School

GOVERNING LEGISLATION:

City of Ridgefield and Ridgefield School District Inter-local agreement.

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Following voter approval of the Ridgefield School District bond in 2017 the School District has been repurposing much of the former View Ridge Middle School campus. The building will serve as administrative offices, conference rooms, and public meeting facilities. This project is intended to provide a common hub for civic engagement known as the Ridgefield Administrative & Civic Center, and is intended to result in an efficient use of public resources. In early 2018 the City and School District began discussions to lease a portion of the space for City use.

The term of this inter-local agreement is 30 years from the effective date, and provides 3,063 square feet in the southern portion of the facility for City Offices. Additionally, the agreement provides 3,406 square feet of shared space to conduct public meetings with City Council, School Board of Directors, Planning Commission, Parks Board, and Hearing Examiner, and 2,502 square feet of shared space for a main entry, conference and breakrooms. These spaces will be ready for occupancy by January 31, 2019. There is a prioritization schedule as part of the agreement.

BUDGET/FINANCIAL IMPACTS:

The City's portion of the project cost will be \$2,472,929. The City will be obligated to pay \$750,000 to the Ridgefield School District by December 31, 2018 and \$114,861.93 per year by December 31 of each calendar year for a term of ten years. There will be no ongoing lease costs for the remainder of the lease term.

The City will be responsible for the proportionate share of on-going utility costs each calendar year.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the lease agreement via the following motion:

“I move to authorize the City Manager to execute the lease agreement between the City of Ridgefield and Ridgefield School District for the Ridgefield Administrative & Civic Center, as presented.”

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 181219.VRMS.lease--FINAL 12-19-18 JP (PDF)

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease Agreement") is made and entered into this 20th day of December, 2018, by and between RIDGEFIELD SCHOOL DISTRICT NO. 122, a Washington quasi-municipal corporation ("District"), and the CITY OF RIDGEFIELD, a Washington code city ("City").

RECITALS:

WHEREAS, the District and the City have entered an interlocal agreement ("Interlocal Agreement") pursuant to Chapter 39.34 RCW regarding renovation and shared use of portions of the former View Ridge Middle School building ("District Property"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Interlocal Agreement, the District desires to lease to the City that portion of the District Property constituting approximately 3,108 square feet to be used as the City's offices for a period of thirty (30) years.

NOW, THEREFORE, in consideration of the covenants and agreements set forth below, the parties agree as follows:

1. Premises. The District hereby leases to the City, and the City leases from the District, a portion of the District Property. For purposes of this Lease Agreement, the District Property is the improved real property commonly described as Clark County Parcel No. 68005000, located at 510 Pioneer Street, Ridgefield, Washington 98642. A legal description of the District Property is attached hereto as Exhibit B and incorporated herein by this reference.
 - 1.1 The City will occupy that area of the District Property used for City offices as depicted on the diagram attached hereto as Exhibit C and incorporated herein by this reference (the "Premises").
2. Use. The purpose of this Lease Agreement is to allow the City to use the Premises as offices for council members, officers, and employees of the City in compliance with uses allowed by applicable laws, regulations, and ordinances of the State of Washington, the City of Ridgefield, and Clark County. No other use of the Premises may be made without the prior written consent of the District.
3. Term. The term of this Lease Agreement will commence on the date the authorized representative of the last party signs the Agreement and continue for thirty (30) years unless renewed or terminated as provided herein.
 - 3.1 Renewal. The District and City may extend the term of this Lease Agreement for additional terms, upon mutual written agreement of the parties. The City will provide the District a written notice requesting such

renewal on or before one-hundred and twenty (120) days prior to the otherwise-applicable termination date of the then-current term. Any additional term will be subject to all of the terms and conditions of this Lease Agreement, except for the rental rate and successor term, which will be negotiated by the parties.

4. Rent. In lieu of monthly rental payments, the City will perform such obligations as required by the Interlocal Agreement.
5. Utilities and Service. The District will provide for custodial and utility services for the Premises, including electricity, water, sewer, storm sewers, telephones, Internet, and trash collection and pickup service, as discussed in the Interlocal Agreement.
6. Condition of Premises. The City will have an opportunity to conduct a final walkthrough inspection of the Premises prior to taking possession. Upon completing such inspection, the City will indicate to the District in writing within five (5) business day any concerns about the condition of the Premises. The City agrees that, following such inspection, it knows the condition of the Premises and accepts the Premises in their present condition, with the exception of any concerns timely stated in writing per this paragraph (which the parties will cooperate in good faith to address). Notwithstanding the foregoing, it is understood and agreed that the District has the obligation to make only those changes and improvements to the Premises required by the Interlocal Agreement.
7. Maintenance.
 - 7.1 The City will, throughout the term of this Lease Agreement and without cost or expense to the District, keep the Premises in neat, clean, and sanitary condition and maintain it and all improvements, fixtures, and equipment that may now or hereafter exist thereon in good order and repair, including but not limited to insect and other pest control. The City will comply with all applicable building and safety codes in its use of the Premises.
 - 7.2 If, after thirty (30) days' notice from the District, the City fails to maintain or repair any part of the Premises or any improvement, fixtures, or equipment thereon, the District may, but will not be obligated to, enter upon the Premises and perform such maintenance or repair, and the City will pay the reasonable costs thereof to the District upon receipt of a written demand.
8. Alterations.
 - 8.1 The City may not make any alterations or improvements to or upon the Premises, or install any fixtures (other than trade fixtures that can be

removed without injury to the Premises) without first obtaining the written consent of the District.

- 8.2 The City will promptly remove, if the District so elects and notifies the City in writing thirty (30) days prior to termination of this Lease Agreement, any alterations, additions, and improvements and any other property placed in or upon the Premises by the City that the District wants removed. The City will repair any damage caused by such removal at its expense.
- 8.3 During the term of this Lease Agreement, the District will receive the approval of the City prior to making any alterations to the Premises, which approval will not be unreasonably withheld; provided, however, that emergency repairs do not require prior approval.
9. Assignment or Subletting. The District and the City may agree to assignment or subletting by the City to a third party. Any assignment or subletting without agreement will be void, and the District may, upon notice of such assignment or subletting, terminate this Lease Agreement at its option, any terms of the Interlocal Agreement notwithstanding.
10. Compliance with Laws and Regulations. In possessing and using the Premises, the City will comply will all applicable laws, regulations, and ordinances from any and all authorities having jurisdiction, and will promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisance in, upon, or connected with the use of the Premises. The City will pay the costs of compliance with such governmental orders and directives affecting the Premises during the term of this Lease Agreement.
11. Leasehold Excise Tax. In the event that the City does not qualify as a tax-exempt entity for purposes of Chapter 82.29A RCW, the City agrees to pay any leasehold excise tax due pursuant to state law. The City will remit the amount of such tax payments to the District to remit to the Washington State Department of Revenue as required by law.
12. Encumbrances. The City will not allow encumbrances to be placed against the Premises and will hold the District harmless from any material, labor, or other lien placed on said Premises as a result of the City's use thereof.
13. Waste and Quiet Enjoyment. The City will not commit or suffer any waste upon the Premises, or disturb the quiet enjoyment of any other occupants of the District Property by making or suffering any nuisance, undue noise, or otherwise, and will not do or permit to be done in or about the Premises anything that is unlawful or dangerous.

14. Hazardous Materials. The City will not use, store, or dispose of any Hazardous Substances upon the Premises, except as customarily used in the City's business and such use and storage complies with all environmental laws. "Hazardous Substances" means any hazardous waste, substance, or toxic materials regulated under any environmental laws or regulations applicable to the Premises.
15. District's Right of Entry and Inspection. The City will permit the District or the District's agents to enter upon the Premises at reasonable times and upon reasonable notice for the purposes of inspecting the Premises.
16. Default and Dispute Resolution.
 - 16.1 If a party fails in any duty required by this Lease Agreement, the other party will give the defaulting party written notice of the specific deficiency and provide a thirty (30) day opportunity for the defaulting party to cure such deficiency to the reasonable satisfaction of the other party. However, if such deficiency cannot be reasonably remedied within the thirty (30) day period, this requirement will be satisfied if the defaulting party begins correction of the failure within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable, but in no event more than ninety (90) days after the written notice.
 - 16.2 Mediation Required. Any claim, dispute, or other matter in question arising out of or related to this Lease Agreement will be subject to mediation as a condition precedent to binding dispute resolution, unless provided otherwise herein. The parties will cooperate in good faith and attempt to resolve any dispute that arises prior to mediation.
 - 16.2.1 The parties will endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, will be administered by the American Arbitration Association in accordance with its rules in effect on the date of this Agreement.
 - 16.2.2 A request for mediation will be made in writing, delivered to the other party, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation will proceed in advance of binding dispute resolution proceedings, which will be stayed pending mediation for a period of thirty (30) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

16.2.3 The parties will share the mediator's fee and any filing fees equally. The mediation will be held within the City of Ridgefield, unless another location is mutually agreed upon. Agreements reached in mediation will be enforceable as settlement agreements in any court having jurisdiction thereof.

16.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 16.2, the parties may pursue any lawful method of binding dispute resolution, including, but not limited to, litigation in the Superior Court for the State of Washington in and for Clark County.

16.3 If a default occurs as provided in Section 16.1 and is not cured within the period of time specified therein or resolved pursuant to Section 16.2, the non-defaulting party may exercise any and all remedies herein provided or otherwise provided by law, including specific performance of this Agreement.

16.4 Without limiting any other rights or remedies hereunder, either party may terminate this Lease Agreement only upon material default of the other party and after mediation as set forth in Section 16.2. Thereafter, upon fifteen (15) days' written notice to the City, the District may enter into and take possession of the Premises by any and all lawful means. Termination of this Lease Agreement pursuant to Sections 16.1-16.2 will not relieve either party of its other obligations under the Interlocal Agreement. Upon termination by the City under this Section 16 due to material breach by the District, the District will reimburse the City pursuant to the formula established in Section 18.3.

17. Possession. If the District is unable to deliver possession of the Premises at the time of the commencement of the term of this Lease Agreement, the District will not be liable for any loss or damage caused thereby, nor will this Lease Agreement thereby become void or voidable, nor will the term herein specified be in any way extended. If the City accepts possession prior to the time of the commencement of the term of this Lease Agreement, both parties agree to be bound by all the provisions and obligation of this Lease Agreement during the prior period.

18. Recapture of Surplus Property.

18.1 The City recognizes that the District is bound by provisions of RCW 28A.335.040 regarding the use of surplus school property of the District should such property be needed for school purposes in the future.

18.2 Notwithstanding Section 16, above, in the event that the District's Board of Directors determines that the facilities subject to the licenses described in

the Interlocal Agreement or the Premises leased hereunder become needed for school purposes during the term of this Agreement and that recapture is necessary, this Agreement will terminate upon one-hundred and twenty (120) days' notice to the City of the Board's determination.

- 18.3 Upon recapture during the term of this Agreement, or upon termination by the City due to material breach of the District under Section 16.4, if the District has completed all or a portion of the improvements to the District Property of which the Premises are a part required by the Interlocal Agreement and been paid for the same per Section 7.a.i of the Interlocal Agreement, the District will reimburse the City for the value of such improvements constructed at the time of recapture or termination; provided, however, that the District will not be required to reimburse the City for any amount beyond that actually paid by the City for the Project Work. Such value will be calculated as follows: dividing the total cost of the City's share of construction costs paid (including materials and labor) ("Total Cost") by thirty (30) to determine the annual rate of depreciation ("Annual Depreciation Rate"), then multiplying such Annual Depreciation Rate by the number of calendar years that have elapsed since the Agreement was effective ("Total Depreciation"), then subtracting the Total Depreciation from the Total Cost. For example, if the Total Cost was \$3 million and 10 years had elapsed at time of recapture, the District would pay to the City \$2 million, calculated as \$3 million – (((\$3 million / 30) x 10).
- 18.4 If the District recaptures the Premises after expiration of the initial term of this Lease Agreement, the District will owe nothing to the City and the Lease Agreement will terminate.
- 18.5 The parties acknowledge that, should the District recapture the Premises per this Section 18, the separate agreement for shared use of facilities (the Interlocal Agreement) will also terminate by its terms. Upon termination of this Lease Agreement due to material breach by the District or recapture by the District, the City will only be entitled once to compensation at the above-described rate (i.e., the City will not receive compensation for the recapture of both the shared facilities and the leased premises, or for termination of both this Lease Agreement and the separate Interlocal Agreement due to material breach by the District).
19. Hold Harmless and Indemnification. The parties will be bound by the hold harmless and indemnification provisions in Section 18 of the Interlocal Agreement, which is incorporated herein by this reference.
20. Insurance. Throughout the term of this Lease Agreement, the City will maintain, at its expense, that liability insurance on the Premises required by Section 17 of the Interlocal Agreement, which is incorporated herein by this reference. The City will

have the sole responsibility for and will pay for any insurance maintained by it on its personal property kept at the Premises.

21. Catastrophic Loss. The District will be responsible for repairing or replacing the Premises in the event it is destroyed or becomes totally or partially unusable because of fire, flood, earthquake, or other casualty covered by the District's property insurance. In the event of such catastrophic loss that is not covered by said insurance, the District will have no duty to repair or replace the Premises.
22. Condemnation. In the event the Premises or a portion thereof is appropriated under the laws of eminent domain by any third party so as to render it unsuitable for the purposes stated herein, this Lease Agreement will terminate and the City's liability for any unconstructed improvements required by the Interlocal Agreement will cease as of the date the City vacates the Premises. Notwithstanding the foregoing, if only a portion of the Premises is so taken and the remaining portion is suitable for the City's use, the City and the District may agree that the Lease Agreement will terminate.
23. Surrender of Premises: Except as expressly provided herein, this Lease Agreement will not continue beyond its term. Upon expiration or sooner termination of the Lease Agreement, the City will forthwith return the Premises in good condition. On or before the date of termination, the City will remove all furniture, equipment, supplies, and other materials owned and controlled by the City. Upon termination, the District may immediately enter the Premises and take possession of any property of the City remaining on or about the Premises.
24. Holding Over: Any holding over after the expiration of this Lease Agreement, with the consent of District, will be construed as a month-to-month tenancy otherwise in accordance with the terms hereof, as applicable. Monthly rent for any period holding over will be the fair market value of the Premises, as determined by mutual agreement of the parties or by a certified appraiser mutually chosen by the parties. Such rent will be due no later than the first day of each month.
25. Attorney Fees and Costs. If any legal proceeding is brought for the enforcement of this Lease Agreement, because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Lease Agreement, or due to reentering or regaining possession of the Premises, the prevailing party will be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney fees and other costs incurred in that action or proceeding.
26. ADA and WLAD. Within ten (10) days after receipt by the City, the City will advise the District in writing, and provide the District with copies, of the following relating to any portion of the Premises: (a) any notices alleging violation of the federal Americans with Disabilities Act of 1990 (ADA) and/or Washington Law Against

Discrimination, Chapter 49.60 RCW (WLAD); (b) any claims made or threatened in writing regarding noncompliance with the ADA and/or WLAD; and/or (c) any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and/or WLAD.

27. General Provisions.

27.1 Notices. All official notices required under this Lease Agreement will be given in writing and will be effective upon the earlier of personal delivery or three (3) days after being mailed by certified mail, return receipt requested, addressed to the party at its address stated below. Either party may specify a different address for notice purposes by written notice to the other consistent with this Section 27.1.

Ridgefield School District

City of Ridgefield

Attn: Superintendent
2724 South Hillhurst Road
Ridgefield, Washington 98642
Phone: 360-619-1301

Attn: City Manager
230 Pioneer Street
Ridgefield, Washington 98642
Phone: 360-887-3557

27.2 Entire Agreement. This Lease Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Lease Agreement, provided that the parties will remain bound by the terms of the Interlocal Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Lease Agreement will be deemed to exist or to bind any of the parties hereto.

27.3 Modification. The parties may modify this Lease Agreement only by a subsequent written agreement executed by the authorized representatives of the parties.

27.4 Survival. The District and the City expressly intend and agree that the terms of Sections 19 and 23-26 of this Lease Agreement will survive the termination of this Lease Agreement for any reason.

27.5 Successors and Assigns. The terms, conditions, and covenants contained in this Lease Agreement will apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of District under this Lease Agreement, including, but not limited to, any notices required or permitted to be delivered by the District to the City hereunder, may, at the District's option, be exercised or performed by District's agent or attorney.

- 27.6 Severability. If any provision of this Lease Agreement will be held wholly or partially invalid or unenforceable under applicable law, such invalidity will not affect the other provisions of this Lease Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Lease Agreement. To this end, the provisions of this Lease Agreement are declared to be severable.
- 27.7 No Waiver. A failure by either party to exercise its rights under this Lease Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Lease Agreement unless stated as such in a writing signed by an authorized representative of the party and attached to this Lease Agreement.
- 27.8 Governing Law and Venue. This Lease Agreement will be governed, construed, and enforced in accordance with the laws of the State of Washington, and venue of any suit between the parties arising out of this Lease Agreement will be in the Superior Court of Clark County, Washington.
- 27.9 Headings. Headings in this Lease Agreement are included only for convenience and will not control or affect the meaning or construction of this Lease Agreement.
- 27.10 Execution and Posting. This Lease Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Lease Agreement may be executed and delivered by facsimile or email.

IN WITNESS WHEREOF the District and the City have executed this Lease Agreement as of the date first above written.

LESSOR:

Ridgefield School District No. 122

LESSEE:

City of Ridgefield

Steve Stuart
City Manager

Nathan McCann
Superintendent
Secretary of the Board of Directors

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

Attachment: 181219.VRMS.lease--FINAL 12-19-18 JP (Lease Agreement with School District)

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)

) ss

COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Nathan McCann is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Secretary of the Board of Directors of Ridgefield School District No. 122, a quasi-municipal corporation within Clark County, Washington, to be a free and voluntary act of said School District for uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

My appointment expires: _____

STATE OF WASHINGTON)

) ss

COUNTY OF COWLITZ)

I certify that I know or have satisfactory evidence that Steve Stuart is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the city manager of the City of Ridgefield, a Washington code city, to be a free and voluntary act of said City for uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2018.

Signature: _____

Print Name: _____

Notary Public in and for the State of Washington

My appointment expires: _____

Exhibit A
INTERLOCAL AGREEMENT

Attachment: 181219.VRMS.lease--FINAL 12-19-18 JP (Lease Agreement with School District)

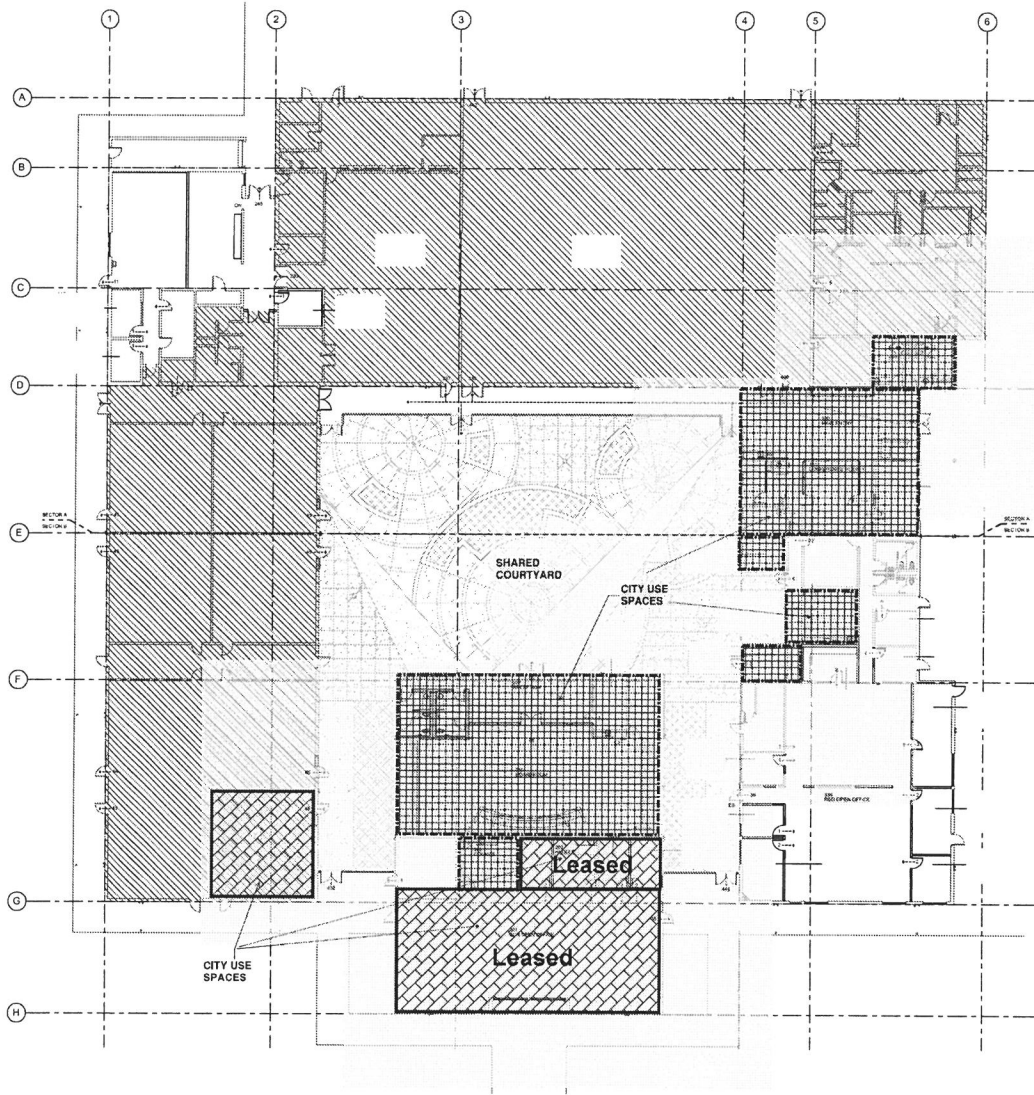


EXHIBIT A To Interlocal Agreement

Note: All areas shown as City use are shared with the District unless marked as part of lease.

Exhibit B

LEGAL DESCRIPTION OF DISTRICT PROPERTY

Attachment: 181219.VRMS.lease--FINAL 12-19-18 JP (Lease Agreement with School District)

Exhibit B to Lease Agreement



Exhibit "C"
Legal Description
Adjusted Parcel 68005-000

Being a tract of land located in the Arthur Quigley D.L.C. in the Northwest One-Quarter of Section 19, Township 4 North, Range 1 East and the Northeast One-Quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, City of Ridgefield, Clark County, Washington, more particularly described as follows:

BEGINNING at a point on the east right-of-way line of North 5th Avenue that bears North 02°37'05" West 760.71 feet from a brass cap at the southwest corner of the Northwest One-Quarter of said Section 19;

Thence South 89°02'54" East, 280.89 feet to an angle point;

Thence North 01°02'13" East, 54.14 feet to an angle point;

Thence South 88°57'47" East, 371.95 feet to the northerly extension of the west right-of-way line of North 8th Avenue;

Thence South 01°06'58" West, along the northerly extension of the west right-of-way line and the west right-of-way line of said North 8th Avenue, 429.72 feet to a point;

Thence leaving said west right-of-way line, North 88°58'47" West, 347.10 feet to an angle point;

Thence South 00°59'25" West, 351.64 feet to the north right-of-way line of Pioneer Avenue;

Thence along said north right-of-way line North 89°17'39" West, 294.31 feet to an angle point in said right-of-way line;

Thence along said north right-of-way line North 88°12'39" West, 10.86 feet to the east right-of-way line of said North 5th Avenue;

Thence along said east right-of-way line, North 01°00'13" East, 476.95 feet to an angle point in said right-of-way line;

Thence along said east right-of-way line, North 01°02'13" East, 251.50 feet to the TRUE POINT OF BEGINNING;

Containing 8.56 acres more or less.

6/17/13



Exhibit C

SITE PLAN

(depicting portion of District property to be leased to City as the “Premises”)

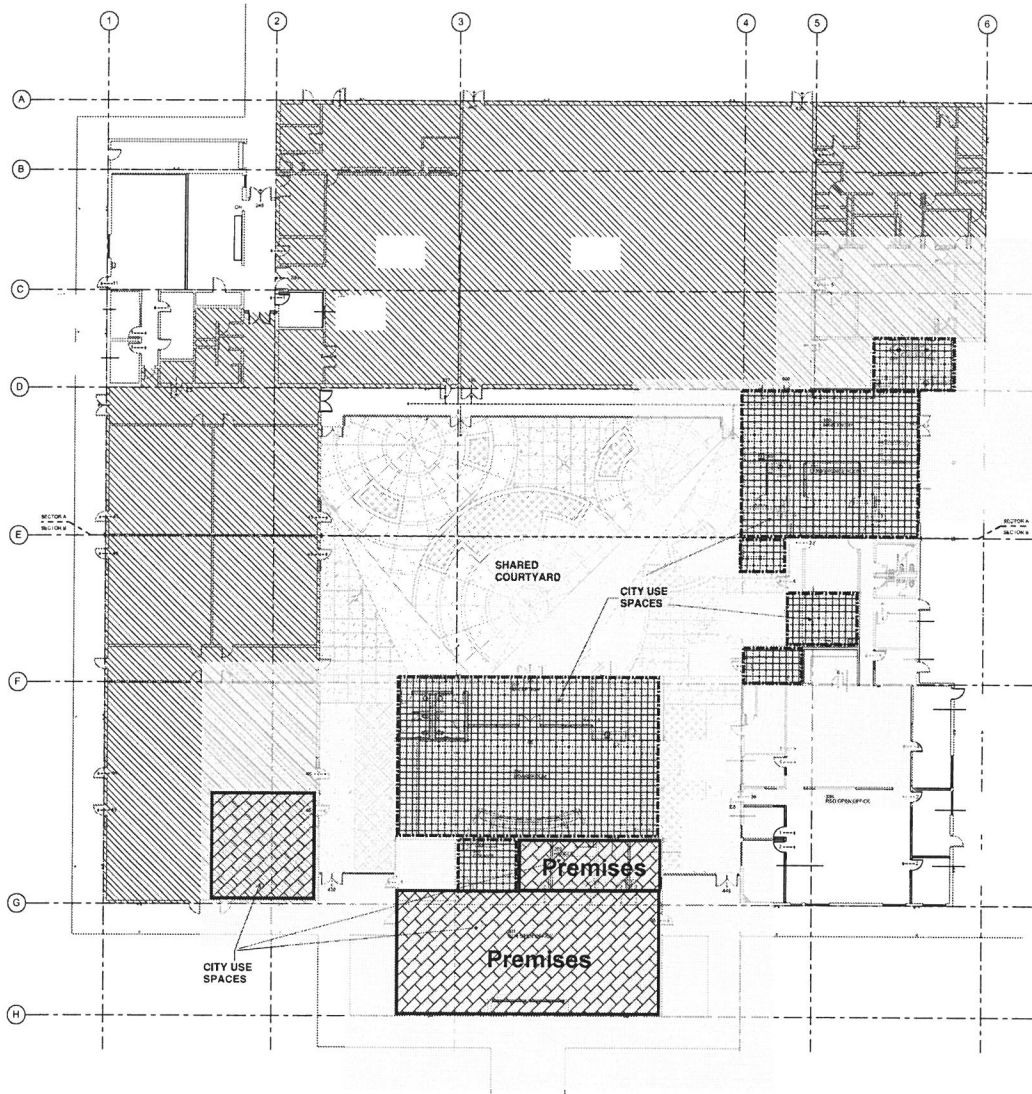


EXHIBIT C To Lease Agreement

Note: All areas shown as City use are shared with the District per Interlocal Agreement unless marked as "Premises."

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: December 20, 2018

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Ridgefield Outdoor Recreation Complex Reimbursement Agreement

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 39.34.080, Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN: Approval of interlocal agreement with Ridgefield School District on March 30, 2017

SUMMARY/BACKGROUND: The City has been working with the Ridgefield School District on the development of the Ridgefield Outdoor Recreation Complex, or RORC, in conjunction with the School District's 5-6 and 7-8 Schools Complex since 2015. The RORC and Schools will be located on 57.5 acres, 7.5 of which is owned by the City.

This agreement will allow the City to reimburse the School District for the construction costs of the shared parking lot, field 6 and related improvements that were constructed by the District as a part of the Sunset Ridge and View Ridge project as agreed to in the 2017 Interlocal Agreement.

BUDGET/FINANCIAL IMPACTS: This agreement commits the City to contribute \$4,381,356 for the construction of the shared parking lot, and field 6. The amended 2018 budget includes this amount as a part of the overall budget for the RORC project.

RECOMMENDED ACTION OR MOTION: Staff recommends approval of the reimbursement agreement via the following motion:

"I move to authorize the City Manager to execute an interlocal agreement between the

City of Ridgefield and Ridgefield School District for the Reimbursement of costs for Shared Parking and Field 6, as presented.”

STAFF CONTACT: Bryan Kast, Public Works Director

ATTACHMENTS: Construction reimbursement 11-19-18 (DOCX)

**REIMBURSEMENT AGREEMENT BETWEEN THE
CITY OF RIDGEFIELD AND RIDGEFIELD SCHOOL DISTRICT NO. 122
FOR CONSTRUCTION RELATED TO THE
RIDGEFIELD OUTDOOR RECREATION COMPLEX**

This Reimbursement Agreement ("Agreement") is made by and between the City of Ridgefield ("City"), a Washington code city, and the Ridgefield School District No. 122 ("District"), a Washington quasi-municipal corporation, parties to the Interlocal Agreement ("Interlocal Agreement") regarding the Ridgefield Outdoor Recreation Complex ("RORC").

RECITALS:

1. This Agreement is made pursuant to Section 11 of the Interlocal Agreement between the Parties concerning the RORC;

2. The District is constructing a 5-8 Schools Complex ("District Project") adjacent to the RORC, and the parties acknowledge that mutual cost savings and reduction of scheduling conflicts result from having certain RORC work designed and constructed as part the District's construction of the District Project; and

3. It is in the public interest for the City and the District to include certain work described herein within the District Project.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for construction of and payment by the City to the District for certain work, as described herein, as part of the District Project.

2. Term. The term of this Agreement is from August 31, 2017, through December 31, 2018.

3. Agreed Work. The City and District agree that the District has included within its bid documents concerning the District Project certain work related to the RORC ("City Work"). The City Work consists of those design, administrative, and construction costs described in Exhibit A, which is incorporated herein by this reference.

4. Compensation. The City agrees to pay the District for the City Work described in Paragraph 3 in an amount not to exceed Four-Million, Three-Hundred Eighty-One Thousand, Three-Hundred and Fifty-Six Dollars (\$4,381,356), unless pursuant to a mutually agreed change order as set forth in Paragraph 7.

5. Construction. The District is responsible for performance of the City Work.

5.1. The District agrees to administer the City Work on behalf of the City. The District may effect the City Work through such contractors and/or subcontractors as the District determines.

5.2. Upon completion of the City Work, and at the request of the City, the District will provide the City with inspection documentation, including, but not limited to, inspection reports, compaction test results, material submittals, and the final construction documentation.

5.3. The City will, within twenty (20) calendar days of being notified that the City Work or a portion thereof is completed: (a) deliver a written letter of acceptance to the District; or (b) deliver to the District a written explanation in punch list format detailing the reasons why the City Work does not comply with the approved plans. The District and City agree to work diligently and in good faith to resolve any issues relating to the City Work so as not to delay the District Project or RORC.

6. Billing.

6.1. The District will invoice the City, providing with the invoice documentation and information explaining those costs invoiced. The City agrees to pay the District within thirty (30) calendar days of receipt of an invoice; provided, that if the City disagrees with all or part of an invoice, the City will notify the District of the disagreement within fifteen (15) calendar days of receipt of such invoice. The notice will include an explanation of the disagreement and any supporting documentation and information. The City will pay all parts of an invoice that are not contested within the 30-day period. The City will pay a contested portion of an invoice within fifteen (15) calendar days after the parties resolve the disagreement. If the parties do not resolve the disagreement within ten (10) calendar days after receipt by the District of notification of the disagreement, the parties will use the dispute resolution process described in Section 12 of the Interlocal Agreement.

6.2. Billing for services will be monthly after commencement of construction until the City Work is complete.

6.3. Payments that are not paid within the applicable periods in Paragraph 6.1 will be considered delinquent. Delinquent charges will accrue interest from the date of delinquency until paid at an interest rate of one percent (1%) per month, and will be assessed a twenty-five dollar (\$25.00) late charge each month that the amount is delinquent.

7. Change in Work.

7.1. If unforeseen conditions cause the as-bid costs of all or a portion of the City Work to exceed the costs described in Paragraph 3, the District will notify the City of such increase within five (5) working days of the date the District receives information concerning such cost increase.

7.2. If the District desires to add to or change the City Work, it will give notice to the City, except as provided in Paragraph 7.3, below. The City will respond to the District's request within five (5) working days of receipt of the request. The District will not proceed with the addition or change to the City Work unless the City approves the addition or change in writing. If the City fails to respond to the District's request, the City will be deemed to have denied the request. The City agrees to pay all costs associated with any City-approved addition or change to the City Work. Notice of an increase in costs per Paragraphs 7.1 or 7.3 does not constitute addition or change to the City Work under this Paragraph 7.2.

7.3. If the District determines that a change in the City Work is required to mitigate an emergency or public safety threat, the District will direct the change without the City's prior approval. The District will notify the City of such change and the basis for the emergency or safety threat as soon as possible thereafter.

7.4. The City may request in writing additions to the City Work. If the District accepts the request, it will notify the City in writing. The District will implement the requested changes as "elective changes," so long as the change does not negatively impact the District's Project and complies with the bid documents, District Project permits, applicable laws, rules, and regulations, and/or District policies, and does not unreasonably delay critically scheduled District Project activities. The City agrees to pay for the increases in City Work cost, if any, for elective changes approved under this Paragraph 7.4 in accordance with Paragraph 6 (Billing).

7.5. The District will make available to the City all change order documentation related to the City Work.

7.6. Any contractor request submitted to the District for permission to use different materials or structures for the City Work will be promptly provided to the City for review. The City will have five (5) working days to advise the District as to whether it accepts the different materials or structure. If no response is made within the five (5) working days by the City, the City will be deemed to have denied the request.

8. Administration. Contract managers designated by the District Superintendent and the City Manager will administer this Agreement, monitor service level and budget provisions of this Agreement, and communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

9. Dispute Resolution. In the event of a dispute between the District and the City that cannot be resolved by the contract managers, the parties will use the dispute resolution process described in Section 12 of the Interlocal Agreement.

10. Independent Contractor. Both parties will be deemed independent contractors for all purposes, and the employees of each party and any of the parties' contractors, subcontractors, consultants, and the employees or agents thereof, will not in any manner be deemed to be the employees of the other party. The District will retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its

performance of services pursuant to this Agreement. Nothing in this Agreement will make any employee of the District an employee of the City or any employee of the City an employee of the District for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

11. Hold Harmless/Indemnification.

11.1 By the District. To the extent authorized by law and subject to the following conditions, the District will defend, indemnify, and hold harmless the City and its public officials, officers, employees, agents, consultants, contractors, and the employees, agents, successors, and assigns of any of them (collectively, the "City Indemnified Parties"), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses ("Legal Claims"), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from the District's performance or failure to perform any aspect of this Agreement; provided, however, that if such Legal Claims are caused by or result from the concurrent negligence of the District and the City or their respective public officials, officers, employees, agents, consultants, or contractors, this indemnification provision will be valid and enforceable only to the extent of the negligence of the District or its public officials, officers, employees, agents, consultants, or contractors, and provided further, that nothing herein will require the District to defend, hold harmless, or indemnify the City Indemnified Parties from any Legal Claims arising from the sole negligence of the City or its public officials, officers, employees, agents, consultants, or contractors.

11.2 By the City. To the extent authorized by law and subject to the following conditions, the City will defend, indemnify, and hold harmless the District and its public officials, officers, employees, agents, consultants, contractors, and the employees, agents, successors, and assigns of any of them (collectively, the "District Indemnified Parties"), from and against any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, costs, and expenses ("Legal Claims"), of whatever kind or nature and including, but not limited to, consultant fees and attorney fees incurred on Legal Claims and in providing the right to indemnification, arising out of or resulting from the District's performance or failure to perform any aspect of this Agreement; provided, however, that if such Legal Claims are caused by or result from the concurrent negligence of the District and the City or their respective public officials, officers, employees, agents, consultants, or contractors, this indemnification provision will be valid and enforceable only to the extent of the negligence of the City or its public officials, officers, employees, agents, consultants, or contractors, and provided further, that nothing herein will require the City to defend, hold harmless, or indemnify the District Indemnified Parties from any Legal Claims arising from the sole negligence of the District or its public officials, officers, employees, agents, consultants, or contractors.

11.3 The obligations provided in Paragraphs 11.1-11.2 will include any Legal Claims made against either party by a public official, officer, employee, consultant, contractor, subcontractor, or agent of the other party, even if the other party is otherwise immune from

liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first party.

11.4 This Paragraph 11 will survive termination of this Agreement for any reason.

11.5 Both parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that each party provide the other party with the broadest scope of indemnity permitted by RCW 4.24.115.

12. Attorney Fees. The parties will bear their own costs of enforcing the rights and responsibilities under this Agreement.

13. No Third-Party Beneficiaries. The District does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the District. The District and City do not intend there be any third-party beneficiary to this Agreement.

14. Notice. Any notices to be given under this Agreement will at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF RIDGEFIELD
P.O. Box 608
Ridgefield, Washington 98642
Attention: City Manager

To the District:

RIDGEFIELD SCHOOL DISTRICT
2724 South Hillhurst Road
Ridgefield, Washington 98642
Attention: Superintendent

The name and address to which notices will be directed may be changed by either party giving the other notice of such change as provided in this section.

15. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

16. Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

17. Severability. If any section or part of this Agreement is held by a court to be invalid, such action will not affect the validity of any other part of this Agreement.

18. Governing Law/Venue. This Agreement will be governed by the laws of the State of Washington. Any action or suit brought in connection with this Agreement will be filed in Clark County Superior Court.

IN WITNESS WHEREOF, the District and City have caused this Agreement to be executed in their respective names by their duly authorized officers.

CITY OF RIDGEFIELD

RIDGEFIELD SCHOOL DISTRICT

Steve Stuart
City Manager

Nathan McCann
Superintendent

Date: _____

Date: _____

Approved as to form:

Janean Parker, City Attorney
City of Ridgefield

Attachment: Construction reimbursement 11-19-18 (RORC Reimbursement Agreement)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM: COUNCIL/PRESIDING OFFICER/STAFF REPORTS

AGENDA ITEM TITLE: Appointment of Parks Board Members, Position No. 1, 4 and 5

GOVERNING LEGISLATION: Chapter 2.56 (Parks Board) of the Ridgefield Municipal Code.

PREVIOUS COUNCIL ACTION TAKEN: Various Parks Board appointments.

SUMMARY/BACKGROUND: RMC 2.56.020 (Membership) specifies that the Parks Board is to be comprised of seven members appointed by the Mayor and confirmed by a majority vote of the City Council. RMC 2.56.020 also specifies that members of the Parks Board include residents, property owners and business owners within the urban growth area of the city and citizens residing within the boundaries of the Ridgefield school district. At all times, at least four members of the board shall be residents of the City of Ridgefield. Members serve without compensation for three years.

Mayor Stose Appointments as follows:

Position No. 1 Marie Bouvier – re-appointment to expire December 31, 2021

Position No. 4 Kim Stenbak – re-appointment to expire December 31, 2021

Position No. 5 Dave Zigler – appointment to expire December 31, 2021

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: Approve a motion confirming the Mayor's appointments of Ridgefield Parks Board members: A recommended motion is:

"I move to confirm Mayor's re-appointment to the Ridgefield Parks Board as presented".

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM: COUNCIL/PRESIDING OFFICER/STAFF REPORTS

AGENDA ITEM TITLE: Appointment of Salary Commission Members, Position No. 1, 2 & 5

GOVERNING LEGISLATION: Chapter 2.62 (Independent Salary Commission) of the Ridgefield Municipal Code

PREVIOUS COUNCIL ACTION TAKEN: Salary Commission Appointments.

SUMMARY/BACKGROUND: Chapter 2.62 of the Ridgefield Municipal Code (RMC) was adopted on April 24, 2014 creating and establishing an independent salary commission for the City of Ridgefield. RMC 2.62.030 (Membership) specifies that the Salary Commission is to be comprised of five members appointed by the Mayor and confirmed by the City Council. RMC 2.56.040 (Qualifications) specifies that members of the commission include individuals who are registered voters and have resided within the urban growth area of the city for at least one year immediately preceding appointment.

Mayor Stose appointments as follows

Position No. 1 Shaun Ford – appointment to expire December 31, 2022

Position No. 2 Darcy Rourk – appointment to expire December 31, 2022

Position No. 5 Victoria Haugen – re-appointment to expire 31, 2022

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: Approve a motion confirming the Mayor's appointment of the Salary Commission member. A recommended motion is:

I move to confirm Mayor's appointments to the Salary Commission as presented."

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM: COUNCIL/PRESIDING OFFICER/STAFF REPORTS

AGENDA ITEM TITLE: Appointment of Civil Service Commission Member, Position No. 2

GOVERNING LEGISLATION: Ridgefield Municipal Code Chapter 2.64 – Civil Service System.

PREVIOUS COUNCIL ACTION TAKEN: Various Civil Service Commission appointments.

SUMMARY/BACKGROUND: Ordinance No. 588 (1991) established the City of Ridgefield Civil Service System and the Civil Service Commission.

To be eligible to serve as a Commissioner, an individual must be a United States citizen, a resident of the city for a period of at least three years immediately preceding an appointment and an electorate of Clark County, Washington. Commissioners serve without compensation and the term of office is six (6) years.

There is one (1) vacancy on the Civil Service Commission due to resignation. Therefore, the appointment will be for the unexpired term of office.

Position No. 2 Mike Jones – appointment to expire December 31, 2020

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: Approve a motion confirming Mayor's appointment to the Civil Service Commission. A recommended motion is:

"I move to confirm Mayor's appointment to the Civil Service Commission.

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM: COUNCIL/PRESIDING OFFICER/STAFF REPORTS

AGENDA ITEM TITLE: Appointment to the Clark County Arts Commission

GOVERNING LEGISLATION: Clark County Arts Commission By-Laws.

PREVIOUS COUNCIL ACTION TAKEN: Appointment of Barbara Wright to serve as the Ridgefield representative to the Clark County Arts Commission.

SUMMARY/BACKGROUND: The Clark County Arts Commission was created by the Clark County commissioners to promote and support the arts in Clark County. The 11-member commission works to foster awareness of the arts, expand accessibility to art in public places, and support collaboration among arts patrons, artists, the business community, service groups and cultural organizations.

Mayor is recommending Liz Kollings to serve as Ridgefield representative on the Clark County Arts Commission, term expiring December 31, 2020.

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: Approve a motion confirming Mayor's appointment of Liz Kollings to the Clark County Arts Commission. A recommended motion is:

"I move to confirm Mayor's appointment of Liz Kollings to represent the City of Ridgefield on the Clark County Arts Commission.

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS:

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 20, 2018

ITEM: COUNCIL/PRESIDING OFFICER/STAFF REPORTS

AGENDA ITEM TITLE: Appointment to the Clark County Mosquito Control Board

GOVERNING LEGISLATION: Revised Code of Washington (RCW) Chapter 17.28, Mosquito Control Districts.

PREVIOUS COUNCIL ACTION TAKEN: Various appointment to the Clark County Mosquito Control District.

SUMMARY/BACKGROUND: The Clark County Mosquito Control District was created in 1982 and provides seasonal mosquito control through the Clark County Health Department, which administers the program. A Board of Trustees oversees the work of the Mosquito Control District and establishes its policy. The board is comprised of one member from each city or town in Clark County, and three county-at-large members appointed by the Clark County Commissioners. The board adopts the work plan, prepares and approves district expenditures, and contracts for services. Operation activities are contracted with Clark County Public Health, which administers the program. Rian Davis has been Ridgefield representative on the board.

Mayor's re-appointment of Rian Davis to the board, term expiring December 31, 2020.

BUDGET/FINANCIAL IMPACTS: None

RECOMMENDED ACTION OR MOTION: Approve a motion confirming Mayor's re-appointment of Rian Davis to the Clark County Mosquito Control District Board of Trustees. A recommended motion is:

"I move to confirm Mayor's re-appointment of Rian Davis to represent the City of Ridgefield on the Clark County Mosquito Control District Board of Trustees.

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: