



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, January 11, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

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

- 1. Flag Salute**
- 2. Roll Call**
- 3. City Council Members Oath of Office - Judge Suzan L. Clark**
- 4. Late changes to the agenda**

II. MAYOR AND MAYOR PRO TEM SELECTION

- 1. Selection of Mayor and Mayor Pro Tem**

III. PROCLAMATION - BLOOD DONOR MONTH

IV. APPOINTMENTS TO ROUNDABOUT COMMITTEE

- 1. Confirm Mayor's Appointment to Position No. 1**
- 2. Confirm Mayor's Appointment to Position No. 2**
- 3. Confirm Mayor's Appointment to Position No. 3**
- 4. Confirm Mayor's Appointment to Position No. 4**
- 5. Confirm Mayor's Appointment to Position No. 5**

V. PUBLIC COMMENT

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

VI. CONSENT AGENDA

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the December 21st and December 28th Meeting**

VII. PRESENTATION

1. **Pink Lemonade Patch Check - Cathy Doriot, Police Chief**

VIII. BUSINESS

1. **Approval of Resolution No. 635 - Financial Policy #15: Grant Management - Kirk Johnson, Finance Director**
2. **Approval of Resolution No. 636 - Financial Policy #12: Small and Attractive Assets - Kirk Johnson, Finance Director**
3. **Approval of Resolution No. 637 - Financial Policy #09: Capitalization of Assets - Kirk Johnson, Finance Director**
4. **Motion - Approval of Interlocal Agreement with Clark County for Whatley Decant and/or Street Sweeping Processing and Disposal Services - Chuck Green, Public Works Director**
5. **Motion - Approval of change orders for stormwater construction improvements on the South Junction Project. - Chuck Green, Public Works Director**
6. **Motion - approval of conveying a sanitary sewer easement to Clark Regional Wastewater District across City property - Chuck Green, Public Works Director**
7. **Approval of Resolution No. 638 - Marrett Hills Estates Intent to Annex - Claire Lust, Community Development Director**
8. **Motion - Approval of the 2023-2025 Department of Commerce Climate Planning Grant in the Amount of \$173,002.62 - Claire Lust, Community Development Director**
9. **Motion - Selection of Art for Ridgefield Roundabout Red and Roundabout Rosé Wine Label - Lee Kottnerus, Deputy City Manager**

IX. PUBLIC HEARING/BUSINESS

1. **Public Hearing and First Reading of Ordinance No. 1418 - Amendment to Development Agreement with Costco Wholesale Corporation - Steve Stuart, City Manager**

X. PUBLIC COMMENT

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

XI. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. **Council**

2. Mayor

3. City Manager

XII. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

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

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details attached

RECOMMENDED ACTION OR MOTION:

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

"I move to approve the consent agenda as presented"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. January 11, 2024 Claims Report - Updated

City of Ridgefield

Claims Payment Report
For Approval on:
January 11th, 2024

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADRENALINE ARMORY LLC	3772	1300	Public Safety	Firearm Inspection & Accessories	804.38
ADRENALINE ARMORY LLC Total					804.38
ARBORSCAPE LTD INC	3562	23-122105	Public Works	3558 S 5th Way - 2 Ash Trees Removal & Maple Trim	2,168.57
ARBORSCAPE LTD INC Total					2,168.57
BACKWOOD BARK	3944	13227	Public Works	12.2023Ã SoilÃ Mix/Wood Bark	1,425.06
				12.2023Ã YardÃ DebrisÃ Removal/SoilÃ Mix/Wood Bark	876.12
BACKWOOD BARK Total					2,301.18
BSK ASSOCIATES	2119	VG05589	Public Works	12.2023 Coliform Testing	775.50
BSK ASSOCIATES Total					775.50
CANTO INC.	3927	SI-21455	Genl Govt/Facilities	12.15.2023-06.14.2024 Canto Platform Software	(304.50)
			Information Technology	12.15.2023-06.14.2024 Canto Platform Software	3,804.50
CANTO INC. Total					3,500.00
CASCADE CENTERS INC.	3969	125729	Genl Govt/Facilities	01.2024 Employee Assistance Program	172.86
			Public Safety	01.2024 Employee Assistance Program	138.88
			Public Works	01.2024 Employee Assistance Program	128.97
			Community Development	01.2024 Employee Assistance Program	109.29
CASCADE CENTERS INC. Total					550.00
CITIES DIGITAL INC.	3382	58773	Information Technology	3.2024-2.2025 DocuSign Licensing & Maint.	5,012.98
CITIES DIGITAL INC. Total					5,012.98
CITY OF WOODLAND	2708	2023-150-PW	Genl Govt/Facilities	2020 Ford Explorer 70453D Tail Light	(61.30)
			Public Safety	2020 Ford Explorer 70453D Tail Light	765.94
		2023-142-PW	Genl Govt/Facilities	2016 Ford Explorer 59463D	(36.71)
			Public Safety	2016 Ford Explorer 59463D	458.64
CITY OF WOODLAND Total					1,126.57
CIVICPLUS LLC	3832	287453	Information Technology	2024 Municipal Code Software	5,637.00
		277962	Information Technology	2024 Annual CivicEngage & CivicSend Fee	9,330.39
CIVICPLUS LLC Total					14,967.39
CLARK COUNTY	102	CI059224	Public Safety	Q1.2024 CRESA Dispatch/Radio Operations and ER&R	40,002.25
		CI059233	Public Safety	10.2023 CJC Interviews	37.50
		CI059209	Public Safety	Q1.2024 CRESA Emergency Management	4,364.25
CLARK COUNTY Total					44,404.00
COLUMBIA CASCADE COMPANY	1151	41886	Public Works	Roadside Gargage Disposal	55.64
COLUMBIA CASCADE COMPANY Total					55.64
COLUMBIAN PUBLISHING	116	45480	Community Development	Costco Development Agreement	64.80
COLUMBIAN PUBLISHING Total					64.80
CSI Construction	UB*00965	(blank)	Genl Govt/Facilities	Refund Check 015897-000 Hydrant Meter 4801 S 3rd Way	507.37
CSI Construction Total					507.37
DICK'S TIRE FACTORY	158	D85045	Public Works	2022 Ford F-250 74573D Oil change - PWUTIL	58.52
		D84074	Public Safety	2016 Ford Explorer 59461D - Oil Change	43.34
		D85755	Public Safety	2014 Ford Explorer 48616D - Oil Change	55.26

City of Ridgefield

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DICK'S TIRE FACTORY Total					157.12
E2 LAND USE PLANNING SERVICES LLC	485	0485-202312	Community Development	12.2023 Planning Consulting Services	5,050.00
		0485-202311	Community Development	11.2023 Planning Consulting Services	5,700.00
E2 LAND USE PLANNING SERVICES LLC Total					10,750.00
ELCOR INC	2081	MSG-16942	Public Safety	12.2023 IT Services	4,308.24
			Public Works	12.2023 IT Services	3,501.31
			Community Development	12.2023 IT Services	3,768.99
			Information Technology	12.2023 IT Services	7,819.25
		17126	Information Technology	RORC Hard Drive	91.30
				CH SonicWall	964.94
		17120	Public Safety	3CX License - Phone Update	404.84
			Public Works	3CX License - Phone Update	375.98
			Community Development	3CX License - Phone Update	318.58
			Information Technology	3CX License - Phone Update	503.93
		17138	Public Works	PW Ops Additional Phone Cables	121.00
			Community Development	PW Ops Additional Phone Cables	20.18
			Information Technology	PW Ops Additional Phone Cables	52.26
		17122	Public Works	PW Ops Additional Phones	832.20
			Community Development	PW Ops Additional Phones	138.76
			Information Technology	PW Ops Additional Phones	359.48
ELCOR INC Total					23,581.24
FERGUSON ENTERPRISES INC # 8423	181	1241103	Genl Govt/Facilities	PWUTIL Pipe Cutters	(22.24)
			Public Works	PWUTIL Pipe Cutters	277.90
		1187409-1	Genl Govt/Facilities	PWUTIL Meter Register	(83.35)
			Public Works	PWUTIL Meter Register	1,041.35
FERGUSON ENTERPRISES INC # 8423 Total					1,213.66
FIFTH ASSET INC.	3974	DB2003942	Information Technology	2024 DebtBook Subscription	13,370.00
FIFTH ASSET INC. Total					13,370.00
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC	3447	4595370	Genl Govt/Facilities	01.2024 PW Ops Alarm Monitoring Services	6.54
			Public Works	01.2024 PW Ops Alarm Monitoring Services	108.25
			Community Development	01.2024 PW Ops Alarm Monitoring Services	13.36
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					128.15
GREATER VANCOUVER CHAMBER OF COMMERCE	2938	246663	Genl Govt/Facilities	2024 Membership Renewal	1,063.00
GREATER VANCOUVER CHAMBER OF COMMERCE Total					1,063.00
GROVER ELECTRIC AND PLUMBING	210	HB89863	Public Works	PW Shop Office Lights	32.64
GROVER ELECTRIC AND PLUMBING Total					32.64
H.D. FOWLER COMPANY	2036	I6595183	Public Works	PWUTIL Gray Cement	63.49
H.D. FOWLER COMPANY Total					63.49
HARPER HOUF PETERSON RIGHELLIS INC.	1678	57809	Community Development	11.2023 51st Ave Roundabout & Pioneer Widening	89,873.75
HARPER HOUF PETERSON RIGHELLIS INC. Total					89,873.75
Hart Andrew & Tafoya	UB*00967	(blank)	Genl Govt/Facilities	Refund Check 011880-000 3148 S 3rd Way	80.31
Hart Andrew & Tafoya Total					80.31
INDUSTRIAL HEARING SERVICE INC.	3975	25036	Genl Govt/Facilities	11.16.2023 PW Hearing Test	37.05
			Public Works	11.16.2023 PW Hearing Test	612.95

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INDUSTRIAL HEARING SERVICE INC. Total					650.00
JAMES SCOTT LEWIS	3978	424	Public Works	Parks Backflow Test	40.00
JAMES SCOTT LEWIS Total					40.00
KIRK JOHNSON	1716	1716-20240111	Finance	12.2023 Mileage Reimb. - Kirk Johnson	104.80
KIRK JOHNSON Total					104.80
LAUREN MARIE LEHNER	3976	503001429	Genl Govt/Facilities	Bussiness License 503001429 Refund	50.00
LAUREN MARIE LEHNER Total					50.00
Lieurance Andrew & Dennell	UB*00966	(blank)	Genl Govt/Facilities	Refund Check 009901-000 3524 N 6th Cir	129.04
Lieurance Andrew & Dennell Total					129.04
MARIUS L MALATTIA	1817	177	Community Development	12.2023 Design Reviews	300.00
MARIUS L MALATTIA Total					300.00
MARTA L. OCHOA-RUTHERFORD	3396	597	Judicial	12.28.2023 Interpreting Services	130.00
		596	Judicial	12.21.2023 Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					260.00
MOTOROLA SOLUTIONS INC.	301	8281781487	Public Safety	Two Portable Radios	12,190.79
MOTOROLA SOLUTIONS INC. Total					12,190.79
MUNICIPAL EMERGENCY SERVICES INC	2235	IN1982160	Public Safety	Ballistic Vest - Doriot	960.32
MUNICIPAL EMERGENCY SERVICES INC Total					960.32
NAPA AUTO PARTS	498	402438	Public Works	Snow Plow Repair	6.26
NAPA AUTO PARTS Total					6.26
ON-HOLD CONCEPTS INC	2217	624743	Information Technology	01.2024 On Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	122300543	Public Works	11.2023 Garrison Ridge Slide Repair	47,833.69
OTAK INC. Total					47,833.69
PACIFIC OFFICE AUTOMATION - LEASE	1564	81511956	Genl Govt/Facilities	01.2024 Copier Lease - PW Ops	24.60
			Public Works	01.2024 Copier Lease - PW Ops	407.52
			Community Development	01.2024 Copier Lease - PW Ops	50.32
PACIFIC OFFICE AUTOMATION - LEASE Total					482.44
PBS ENGINEERING AND ENVIRONMENTAL	342	0071402.000-6	Public Works	11.2023 S 35th Ave alternatives Analysis	24,481.39
		0071069.009.23	Public Works	11.2023 Royle Road Corridor Completion	9,265.03
PBS ENGINEERING AND ENVIRONMENTAL Total					33,746.42
PLATT ELECTRIC SUPPLY	766	4R91012	Public Works	PW Shop Office Lights	16.71
PLATT ELECTRIC SUPPLY Total					16.71
PNWS-AWWA	1070	1070-2024	Public Works	2024 WWUC Dues	500.00
PNWS-AWWA Total					500.00
POSTMASTER	348	0348-2024-608	Genl Govt/Facilities	2024 PO Box 608	332.00
		0348-20240111	Genl Govt/Facilities	Postage Replenishment - Newsletter 2024 Edition #1	2,224.20
POSTMASTER Total					2,556.20
POWERDMS INC.	2473	INV-46145	Public Safety	2.2024-2.2025 PD Records Manangement	4,831.74
POWERDMS INC. Total					4,831.74
PUBLIC SAFETY TESTING	354	PSTI23-403	Public Safety	Background Checks & Investigation Reports	9,530.95
		2023-1534	Public Safety	Q4.2023 Subscription Fees	130.00
PUBLIC SAFETY TESTING Total					9,660.95
ROBERT AICHELE	3449	3449-20240111	Council	05.2023-12.2023 Mileage Reimb. - R. Aichele	109.91

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ROBERT AICHELE Total					109.91
RONALD ONSLOW	930	0930-20240111	Council	04.2023-12.2023 Mileage Reimb. - R. Onslow	409.44
RONALD ONSLOW Total					409.44
STERICYCLE INC	2504	8005782199	Genl Govt/Facilities	12.2023 Secure Shredding - PW Ops	5.21
			Public Safety	12.2023 Secure Shredding - PD	47.38
			Public Works	12.2023 Secure Shredding - PW Ops	86.31
			Community Development	12.2023 Secure Shredding - PW Ops	10.66
		8005823062	Genl Govt/Facilities	12.2023 Secure Shredding - RACC	8.76
				12.2023 Secure Shredding - CH	56.43
			Community Development	12.2023 Secure Shredding - RACC	24.52
STERICYCLE INC Total					239.27
TRAFFIC SAFETY SUPPLY	432	INV066011	Genl Govt/Facilities	Barricades and Signs	(224.37)
			Public Works	Barricades and Signs	2,803.37
		INV065967	Genl Govt/Facilities	Street Sign - S 65th Ave	(6.53)
			Public Works	Street Sign - S 65th Ave	81.53
		INV066191	Genl Govt/Facilities	Street Sign Posts and Hardware	(331.69)
	Public Works	Street Sign Posts and Hardware	4,144.19		
TRAFFIC SAFETY SUPPLY Total					6,466.50
UNIFIRST CORPORATION	3904	2240054416	Genl Govt/Facilities	12.12.2023 Floor Mats - RACC	2.76
			Community Development	12.12.2023 Floor Mats - RACC	7.73
		2240059119	Genl Govt/Facilities	12.26.2023 PWFAC Uniforms	10.25
				12.26.2023 PW Ops Floor Mats	2.70
			Public Works	12.26.2023 PWUTIL Uniforms	40.37
				12.26.2023 PWFAC Uniforms	74.86
				12.26.2023 PW Ops Floor Mats	44.68
				12.26.2023 PWSTW Uniforms	58.64
		2240060765	Community Development	12.26.2023 PW Ops Floor Mats	5.51
			Genl Govt/Facilities	01.02.2024 PW Ops Floor Mats	2.70
				01.02.2024 PWFAC Uniforms	10.25
			Public Works	01.02.2024 PW Ops Floor Mats	44.68
				01.02.2024 PWFAC Uniforms	74.86
				01.02.2024 PWSTW Uniforms	58.64
				01.02.2024 PWUTIL Uniforms	40.37
		2240059116	Community Development	01.02.2024 PW Ops Floor Mats	5.51
			Genl Govt/Facilities	12.26.2023 Floor Mats - RACC	2.76
			Community Development	12.26.2023 Floor Mats - RACC	7.73
			Public Safety	12.26.2023 Floor Mats - PD	39.52
		2240059117	Genl Govt/Facilities	12.26.2023 Floor Mats - CH	16.46
		2240060762	Genl Govt/Facilities	01.02.2024 Floor Mats - RACC	2.76
			Community Development	01.02.2024 Floor Mats - RACC	7.73
		2240060763	Genl Govt/Facilities	01.02.2024 Floor Mats - CH	16.46
		2240051787	Genl Govt/Facilities	12.05.2023 Floor Mats - CH	16.46
		2240054417	Genl Govt/Facilities	12.12.2023 Floor Mats - CH	16.46
		2240054418	Public Safety	12.12.2023 Floor Mats - PD	39.52

City of Ridgefield

Claims Payment Report

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January 11th, 2024

UNIFIRST CORPORATION	3904	2240060764	Public Safety	01.02.2024 Floor Mats - PD	39.52
UNIFIRST CORPORATION Total					689.89
WAPITI NW LLC	2545	40858	Genl Govt/Facilities	2013 Ford F-150 48617D - PWFAC	40.93
			Public Works	2013 Ford F-150 48617D - PWFAC	351.15
WAPITI NW LLC Total					392.08
WASHINGTON CITIES INSURANCE AUTHORITY	732	200130	Genl Govt/Facilities	2024 WCIA Liability/Program Assesment	664,188.00
WASHINGTON CITIES INSURANCE AUTHORITY Total					664,188.00
WASHINGTON STATE PATROL	463	12403631	Genl Govt/Facilities	12.2023 Background Checks - CPL	159.00
WASHINGTON STATE PATROL Total					159.00
WELLWORKS FOR YOU	3414	28530	Human Resources	12.2023 Wellness Program	843.51
WELLWORKS FOR YOU Total					843.51
WHATSAMATHER CONSULTING INC	3736	23120024-003	Public Safety	2024 West Point Leadership Course - Gibson	2,000.00
WHATSAMATHER CONSULTING INC Total					2,000.00
Grand Total					1,006,393.65

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Minutes from the December 21st and December 28th Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

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

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion: 1. "I move to approve the consent agenda"

STAFF CONTACT:

ATTACHMENTS:

1. 12-21-2023
2. 12-28-2023 Special Mtg



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
DECEMBER 21, 2023**

Regular Meeting - 5:00 PM

I. JOINT STUDY SESSION WITH PARKS BOARD - 5:00 P.M.

1. Waterfront Park Master Plan - Corey Crownhart, Park Manager, Chuck Green, Public Works Director

The City and Port of Ridgefield have long-range plans for creating a community waterfront park for decades. With the Pacific Wood Treating cleanup and railroad overpass construction complete and redevelopment of the port-owned waterfront land imminent, now is the time for the Waterfront Park planning work to begin in earnest. The Waterfront Park Master Plan is a partnership between the Port of Ridgefield and the City of Ridgefield. Staff contracted with Walker Macy, a Landscape Architecture, Planning, and Urban Design Firm, to organize and draft a Master Plan for review and potential adoption by the City Council and Port Board of Commissioners in late April 2024.

2. Abrams Park Master Plan - Corey Crownhart, Park Manager, Chuck Green, Public Works Director

Abrams Park is the crown jewel of the city's park system. On any given weekend, you can find hundreds of people in the park. It is also very popular with youth athletic groups for games, tournaments or practices, and during summer months, it can receive hundreds of rental requests. All of this use and love for the facility has had an impact on the park. The Master Plan is intended to create a blueprint for park development and management at a high level with some operational goals and recommendations and a site concept plan. The consultant, AKS, was selected to spearhead this project.

3. Skate Park Feasibility Study Update - Corey Crownhart, Park Manager, Chuck Green, Public Works Director

In 2022, the council approved a budget for a feasibility study for a permanent skate park in Ridgefield. Staff were directed to conduct a study of potential properties for a new skate park. The City's 2020 Parks, Recreation, and Open Spaces Plan (PROS) identified that a permanent skate park was highly desired by the community (ref. PROS Surveys) as a replacement and upgrade to the existing facility. Mackay and Spoito with Grindline Skateparks, Inc. were selected to provide technical support. In addition, city staff worked with the community, various stakeholders, neighbors, and the parks board to gather ideas and feedback on this project. A City Council Study Session was held on April 13, 2023 discuss and provide input. Initially, two sites were identified for the feasibility study: the Waterfront, in collaboration with the Port of Ridgefield, and Davis Park. In October 2023, a third site was identified on the western edge of Overlook Park.

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

1. Flag Salute

2. Roll Call

Present:

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

3. Late changes to the agenda

III. COMMISSION APPOINTMENTS

1. Reappointment of Planning Commission Member, Position No. 4 (Mark Tyler)

Confirm Mayor's Reappointment - Planning Commission, Position No. 4.

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

2. Reappointment of Civil Service Commission Member, Position No. 3 (Matthew Lundquist)

Confirm Mayor's Reappointment - Civic Service Commission, Position No. 3.

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

IV. PUBLIC COMMENT

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

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

V. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Rob Aichele

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

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the December 7, 2023 Meeting**
3. **Approval of City Manager 2023-2024 Initiatives**

VI. BUSINESS

1. **Motion - Approval of Amendment to the C-TRAN Interlocal Agreement Between City of Ridgefield, City of La Center and Town of Yacolt for Joint Representation - Steve Stuart, City Manager**

Under the statutes governing transportation benefit districts and the C-Tran governance regulations, the City of Ridgefield, the City of La Center, and the Town of Yacolt share one seat on the C-Tran governing Board of Directors. Council has previously entered into an interlocal agreement with La Center and Yacolt to establish the responsibilities and representation schedule for the Parties on the C-Tran Board. Under this Agreement, a representative from the City Council appointed by the Council shall be the primary Joint Representative for all three of the jurisdictions in any even numbered year and the alternate Joint Representative in odd numbered years. La Center and Yacolt each alternate serving as the alternate Joint Representative if the primary representative is unavailable during the even numbered years and also alternate as the primary Joint Representative in odd numbered years. The Agreement was extended by Amendment No 1 in 2018 and is expiring on December 31, 2023. This Amendment No. 2 will extend the Agreement until December 31, 2028 under the same terms and conditions.

MOTION: MOVED TO APPROVE THE AMENDMENT NO 2 TO THE INTERLOCAL AGREEMENT FOR JOINT REPRESENTATION ON THE C-TRAN BOARD AND AUTHORIZE THE CITY MANAGER TO ENTER INTO THE AGREEMENT SUBSTANTIALLY IN THE FORM PRESENTED.

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

2. **Motion - Consideration and Approval of School Impact Fee Index for 2024 - Claire Lust, Community Development Director**

The Capital Facilities Plan is addressed as part of the City's Comprehensive Plan by RCW 36.70.070 (CFPs require an inventory of existing facilities, a forecast of future needs for proposed locations of new facilities, a six-year plan to financing the new facilities with funding sources identified, and a reassessment of the land use element if the probable funding is inadequate.) When referring to WAC 365-196-415 impact fees cannot be the sole source of funding. Impact fee calculation requirements are set forth in RCW 82.02.040: ("The local ordinance by which impact fees are imposed: (1) Shall include a schedule of impact fees which shall be adopted for each type of development activity that is subject to impact fees, specifying the amount of the impact fee to be imposed for each type of system improvement. The schedule shall be based upon a formula or other method of calculating such impact fees."). The RCW goes on to specify the factors that must be included in calculating the proportionate share and section

82.02.050(4)(a) limits the fees to the proportional share of the costs of system improvements that are reasonably related to and will reasonably benefit the new development and requires impact fees to be collected for facilities identified in the CFP. The CFP is the Plan and then the impact fee ordinance and adoption of the fee schedule is an implementation of the Plan. It appears to be a standard practice within school CFPs (and City CFPs) to perform all the calculations in a simplified process and submit a “recommended” fee amount based on the impact fee ordinance calculation for the local government to adopt that aligns with the funding sources they have identified in their CFP. The City also adopts this school CFP as a part of its comp plan. It is the impact fee ordinance and the methodology and formula set out in that ordinance that governs the impact fee calculations. The City set forth the formula for calculating the school impact fee at RMC 18.070.100. (This is in coordination with the school district and this formula is part of a longstanding and detailed formula that has been developed in coordination with all stakeholders and appears to be used in districts throughout the county.) The Ridgefield School district adopted a new capital facility plan in 2022. The plan was presented to the Ridgefield City Council at a public hearing on November 17, 2022, and for final consideration on December 15, 2022. The Council approved the plan and recommendation from the school district to increase the impact fees to the maximum proportionate share in the amount included in the capital facility plan of \$16,880.00 for single family residential, which included a reduction of 15% from an adjustment factor included in the formula. Multifamily residential, was approved at \$10,233.59, which was the maximum proportionate share excluding the 15% adjustment factor in the formula. RMC 18.070.100 - School impact fee formula includes sections 1 - 4, which calculates an annual inflationary increase in the impact fees. Per the code, the inflationary increase is automatic unless the fee has increased in three consecutive years without review by the City Council. Staff are bringing the index question to council due to the fact that the 2022 approval included two options for approval. Option A was to immediately implement the fee at the maximum proportionate share per the capital facility plan. Option B was to implement a fee below the maximum and increase through annual indexing until the maximum fee was achieved. The City Council approved option A to implement the maximum fee allowable in the school impact fee formula. Due to the approval of option A and the conflict with RMC 18.070.100 staff are bringing this issue to council for clarification on whether the indexing can or should occur. The code specifies that the index is equal to the Rider Levett Bucknall (RLB) Construction Cost Index for the first half of the year. The 2nd quarter RLB index was 8.61%. The fees would increase effective January 1, 2024, to the following if the index is implemented.

City Council conducted a discussion about applying the inflationary index to the SFR impact fee only, applying the inflationary index to both the SFR and Multifamily impact fee or not including any inflationary indexing to the school impact fee.

MOTION: MOVED TO NOT INCLUDE ANY INFLATIONARY INDEXING TO THE SCHOOL IMPACT FEE.

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

3. Second Reading of Ordinance No. 1417 - Cloverhill Phase 3B & 10 Zone Change - Claire Lust, Community Development Director

The Hearing Examiner approved the Cloverhill Preliminary Planned Unit Development on April 11, 2017. The project included 455 lots in the RLD-4 and RLD-8 zones. Staff approved a post-decision review adding 40 additional residential lots in Cloverhill Phases 7 and 8 on October 22, 2019. As a condition of approval,

the applicant was required to reduce the number of lots in other phases of Cloverhill by at least 40 in order not to exceed the overall number of lots approved in the PUD (455). At the time of the PDR, the applicant proposed reducing the number of lots in Phase 3 as part of the strategy to meet this requirement, due to environmental constraints in the southern portion of Phase 3 adjacent to Gee Creek. To satisfy the condition of approval and better work within environmental constraints, the applicant intends to reduce the number of lots in Phases 3B and 10. Decreasing the number of lots in these Phases would also decrease their density. Fewer, larger lots in Phases 3B and 10 would not achieve RLD-8 density, which requires 6-8 units per net developable acre. Therefore, the applicant proposes a reduction to RLD-4 density, which requires 4 units per net developable acre. The proposal is consistent with surrounding land uses, which are all Urban Low Density. Cloverhill Phases 1, 2, 3A, 4, 7, 8, and 9 are zoned RLD-8. Cloverhill Phases 5 and 6 have both RLD-4 and RLD-8 zoning. The large parcel immediately to the east of Phase 10 and southeast across S Royle Road from Phase 3B is zoned RLD-4. Seven Wells Estates PUD is across S Royle Road from Phase 3B and is zone RLD-8. This request is for the zone change only. Upon approval, the applicant would subsequently apply for post decision review proposing new layouts for Phases 3B and 10 meeting RLD-4 zoning requirements and otherwise complying with the approved Preliminary PUD. Staff would review the PDR using an administrative process. With PDR approval, the applicant could apply for engineering approval and final plat approval, then begin submitting building permits for homes in Phases 3B and 10.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1417 AS PRESENTED.

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

4. Motion - Approval of Contract Amendment with HHPR, Inc. for final design, geotechnical, right-of-way and construction support services for the Pioneer Widening and 50th Avenue Roundabout Project. - Chuck Green, Public Works Director

The initial approval for the HHPR contract and amendment in 2021 was for an amount not to exceed \$1,127,681. The initial scope of work included the design of the 50th Avenue roundabout and preliminary design for the Pioneer Widening project. This was to enable initial design decisions to be made along with supporting potential state or federal grant applications. Since that time, the design parameters for the Pioneer Widening component have been through several iterations with WSDOT to reflect the City's vision of Pioneer Street to be a tree-lined boulevard instead of being designed under state highway standards. A segment of Pioneer Canyon to the west of 50th Avenue was added for the planned YMCA project, and east of 50th Avenue to match up with the public infrastructure improvements being built by Costco and Union Ridge Town Center.

Additionally, Clark Regional Wastewater District has requested adding sanitary sewer design for the project to the consultant's scope. Additional services to be added via this amendment include:

- Additional design services including final design and construction documents
- Right-of-way acquisition services
- Additional geotechnical analysis
- Traffic analysis including a 20-year traffic analysis report as required by WSDOT for their design review.

- Design support services during construction.
- Additional project management and agency coordination services.

Packet documents include the scope contained in the amendment, the cost proposal of the amendment, and a document summarizing the changes by task from the initial scope to what is being included in this amendment request. Under a new standard practice which began with the Royle Road, S 15th Street to S 5th Way project, a separate construction management, administration and inspection service contract will be procured. Under best management practices, the design team will be precluded from pursuing that contract and instead will be providing design support services during construction.

MOTION: MOVED TO APPROVE THE CONTRACT AMENDMENT WITH HHPR FOR FINAL DESIGN, GEOTECHNICAL, RIGHT-OF-WAY AND CONSTRUCTION SUPPORT SERVICES FOR THE PIONEER WIDENING AND 50TH AVENUE ROUNDABOUT PROJECT IN THE AMOUNT OF \$1,253,245.

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

VII. PUBLIC HEARING/BUSINESS

1. Public Hearing and Approval of Resolution No. 634 - 2024-2029 Transportation Improvement Program - Chuck Green, Public Works Director

Per RCW 35.77.010, the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The six-year program shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region. This year, City staff has developed a "TIP Book" with background information on how the TIP was developed, a summary of available funding sources, and information on projects contained in the 2024-2029 TIP. Also included in the TIP book are links to project pages on Ridgefield Roundtable where users can find more detailed project information. The draft TIP was made available on Ridgefield Roundtable in early December for the community to view. A link was provided for community members to comment or to ask questions. The 6-year Transportation Improvement Program (TIP) is a separate project list from the Transportation Capital Facilities Plan, and does not have a bearing on Traffic Impact fees or TIF credits.

Mayor Lindsay Opened Public Hearing: 7:32PM

No testimony was received.

Mayor Lindsay Closed Public Hearing: 7:33PM

MOTION: MOVED TO ADOPT RESOLUTION NO. 634 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Rob Aichele
SECONDER:	Council Member Clyde Burkle

AYES:	Mayor Lindsay, Mayor Pro Tem Aichele, Council Member Cole, Council Member Wells, Council Member Onslow, Council Member Chipman, Council Member Burkle
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VIII. PUBLIC COMMENT

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

Comments received during public testimony can be heard on the City's website under <https://ridgefieldwa.us/165/City-Council-Meeting-Audio-Files>.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Cole - Attended elected officials training, City/Port legislative breakfast.

Council Member Chipman - Attended chamber of commerce breakfast session, Main Street awards breakfast reception, City/Port legislative breakfast.

Council Member Wells - Attended chamber of commerce breakfast session, City/Port legislative breakfast, sewer district alliance meeting, WSUV tour.

Mayor Pro Tem Aichele - Attended elected officials training, Port of Ridgefield meeting, Main Street awards breakfast reception.

Council Member Burkle - Attended most of the same meetings, Christmas tree lot sale.

Council Member Onslow - Attended City/Port legislative breakfast, elected officials training, C-TRAN meeting, Main Street awards breakfast reception, WSUV tour, sewer district alliance meeting.

2. Mayor

Attended City/Port legislative breakfast, Clark Cowlitz Fire & Rescue meeting.

3. City Manager

City Manager Steve Stuart - Ridgefield Main Street Awards, overpass art update.

Public Works Director Chuck Green - Water leak on South 5th Avenue update.

Police Chief Cathy Doriot - New Officer update.

X. ADJOURN

7:57PM

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor



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

Regular Meeting - 10:00 AM

I. SPECIAL SESSION CALL TO ORDER - 10:00 AM

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

Present:

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

- 3. Late changes to the agenda**

II. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**

MOTION TO APPROVE AS PRESENTED.

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

III. ADJOURN

10:01AM

Julie Ferriss, City Clerk

Jennifer Lindsay, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Resolution No. 635 - Financial Policy #15: Grant Management

GOVERNING LEGISLATION

RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget; 2CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

PREVIOUS COUNCIL ACTION TAKEN:

Council authorized a new full-time position in 2024 for a Grant Writer. Council has approved multiple grant applications and accepted multiple grant awards over the years.

SUMMARY/BACKGROUND:

City staff requested a new full-time grant writer in the 2023 budget to seek more opportunities for state and federal funding for city projects. One of the initial goals for the grant writer was to work with the Finance Director to implement a detailed grant management policy. Grant applications have become more competitive and complex to win awards for local projects. Implementation of a detailed grant policy will help city staff to be more strategic and targeted in the grant applications submitted to support both council and community goals.

The purpose of the policy is to ensure sound, strategic, and effective grant application, management, and reporting for the benefit of the City of Ridgefield and its residents. To accomplish that goal, this policy will:

1. Define practices for approval, application, and reporting for grants sought and obtained by the City.
2. Encourage City personnel to pursue federal, state, and other grants-in-aid that support the Council's Strategic Goals and ensure that such grants are administered in accordance with all applicable laws and regulations, contractual obligations, and City policies.
3. Ensure grant application and management processes are efficient and well-organized by providing clarity regarding operations, key stakeholders and decision makers, responsibilities, and outcomes.
4. Establish grant procedures that will support successful compliance with this policy.

The grant policy will identify roles and responsibilities from the identification of a grant program and the application and grant management process. The policy will set up a grant steering committee comprised of staff members representing all functions of the city such as streets, water, parks, storm, water, finance, admin, community development and public safety.

In addition to the policy, a Grant Decision Matrix was developed to score grant proposals to review all aspects of a grant program and award. The matrix will review how a grant proposal could fit/meet the

funding agencies' mission, how the grant supports the councils' strategic priorities, matching obligations, staff resources, ongoing obligations due to receipt of the award, etc. The matrix will be scored by representatives of the steering committee and results will be presented to the City Manager and/or Council as required by policy for approval.

The grant steering committee's goal will be to present a grant acquisition plan to support council and community priorities during the annual budget process.

BUDGET/FINANCIAL IMPACTS:

No increased staffing expense is expected. Grant awards are to be determined later.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to adopt the Grant Management Policy, a motion would be:

"I move to adopt Resolution no. 635 - Financial Policy #15: Grant Management as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Policy #15 Grant Management
2. Grant Decision Matrix

RESOLUTION NO. 635

ADOPTION OF FINANCIAL POLICY #15: GRANT MANAGEMENT

WHEREAS, the City of Ridgefield deems it necessary to establish detailed grant management policies to be used as an essential tool in planning, acquiring and managing grant awards to support City Council and Community strategic goals; and

WHEREAS, these policies provide guidelines for the preparation and acquisition of federal, state and local grant funds that can have significant fiscal impact on the City; and

WHEREAS, these policies are designed to ensure sound strategic, and effective grant application, management and reporting for the benefit of the City, while providing additional financial support for high priority capital and service related needs.

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

Section 1. The City Council of the City of Ridgefield adopts the Grant Management policy, a copy of which is attached and referenced as exhibit A.

Section 2. The City Manager, Finance Director and Deputy City Manager are hereby authorized to implement such policies as necessary to carry out the directions of this Resolution.

Section 3. The effective date of this Resolution shall be in full force and effect on the date adopted by the City Council.

ADOPTED AT A REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 11th DAY OF JANUARY, 2024.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST:

Julie Ferriss, City Clerk

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

PURPOSE

The purpose of this policy is to ensure sound, strategic, and effective grant application, management, and reporting for the benefit of the City of Ridgefield and its residents. To accomplish that goal, this policy will:

- A. Define practices for approval, application, and reporting for grants sought and obtained by the City.
- B. Encourage City personnel to pursue federal, state, and other grants-in-aid that support the Council's Strategic Goals and ensure that such grants are administered in accordance with all applicable laws and regulations, contractual obligations, and City policies.
- C. Ensure grant application and management processes are efficient and well-organized by providing clarity regarding operations, key stakeholders and decisionmakers, responsibilities, and outcomes.
- D. Establish grant procedures that will support successful compliance with this policy.

GENERAL GRANT POLICY

The City will actively seek grants that support the City Council's Strategic Goals, departmental budgets, City programs, public service delivery and capital facility plans. To ensure fiscal health and project viability, each prospective grant will be assessed by the Grant Committee.

DEFINITIONS

Donation: a gift of funds, services, and/or goods with few or no restrictions.

Grant: a fund awarded for a specific project or purpose, generally with strict guidelines and conditions for its use. Grants typically require an application and implementation process in line with grantor, federal, state, and City protocols.

Grantee: the entity to which a grant is made.

Grantor: a governmental unit, foundation, or other entity that awards grants.

Loan, federal or state: a fund awarded for a specific project or purpose that requires repayment; refer to City of Ridgefield Financial Policy #10: Debt Management.

ROLES AND RESPONSIBILITIES

The following shall govern responsible parties for activities surrounding the submittal, implementation, maintenance, reporting, and other related duties for grant funded projects by or on behalf of the City. The full development of a project or programs requires the assistance and support from all affected parties.

City Council

1. Approves grant management policies.
2. Approves all grant applications and grants over \$100,000 that require City resources or obligations (such as matching funds) that have not been budgeted.
3. Delegates receipt and contract execution to the City Manager or designee.
4. Approves the annual strategic plan for grant acquisition to meet City Council goals.

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

City Manager

1. Approves grant applications and grants up to \$100,000.
2. Executes grant agreements.
3. Designates staff roles and responsibility for grant management.

Finance Director

1. Reviews financial reports generated by recipient department and provides general oversight of other financial grant-related issues.
2. Designated signatory for local, state and federal grant reimbursements.
3. Develops, recommends, and maintains grant management policies and procedures.
4. Maintains the City's accounts with federal and state grant portals such as www.grant.gov, www.sam.gov, etc., and the City's Unique Identifier Number; designates which City personnel have access to grant submission and reporting portals as appropriate.
5. Designated liaison with the Washington State Auditor's Office (SAO) for grant-related audits or Grantor Agency Auditors completing a grant program audit.

Grant Writer

1. Facilitates grant planning in alignment with the City Council's overall Strategic Goals, provides grant training and technical assistance for City personnel, assists departments with tracking and reporting departmental grant activity, ensures the promotion of grant opportunities, researches potential grants, and identifies and investigates issues that may arise with respect to the management of grants.
2. Prepares and submits grant applications.
3. Creates and maintains a calendar of dates for grant applications and grant reporting.
4. Monitors documentation for compliance with grant requirements.

Grant Steering Committee

The Grant Committee is chaired by the Finance Director and includes the Grant Writer and representatives from an array of City departments to ensure equity, including Public Works, Public Safety, Community Development, Finance, and City Administration.

1. Annually informs the strategic planning and objectives for grant programs that will support the City's budget and advance the City Council's priorities as identified in the budget and capital facilities plans.
2. Presents the annual strategic plan to the City Council.
3. Under the direction of the chair, forms a subcommittee appropriate to each grant to evaluate the benefits and costs of specific grant programs on a case-by-case basis. The subcommittee will score prospective grants on the Grant Decision Matrix (Exhibit A). The grant writer will not score potential grants and will instead organize and present information to the committee, answer their questions, and tabulate scoring outcomes.
4. Makes recommendations on whether to pursue grant projects to the City Manager and City Council.

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

Finance Department

1. For grants over \$100,000, prepares a Council agenda report, coordinates execution of grant documents, and returns executed documents to the grantor agency.
2. For grants under \$100,000, with authorization from the City Manager, executes and returns grant documents to grantor agency.
3. Maintains financial and other records in accordance with grant requirements.
4. Creates a grant fund and/or project number, which is used to recognize grant revenue and expenditures in the department or division's budget.
5. Ensures that grant-related funds are only obligated and expended when there is budgetary authority to do so. Monitors grant expenditures and receipt of revenues.
6. Ensures contractors, subcontractors, and/or consultants have complied with the appropriate work in a timely manner and in accordance with technical, financial, and other requirements of the award. Reviews any subsequent invoices for accuracy and grant compliance.
7. Completes and submits required reports, including requests for funds.
8. Coordinates any required on-site management reviews.
9. Ensures compliance with grant requirements, paying special attention to those areas where the grantor's administrative procedures are different than the City's.
10. Reconciles proposed reimbursement requests with the appropriate General Ledger (GL) information prior to submitting reimbursement requests. Ensures final receipt of grant revenues.
11. Performs grant closeout and reviews grant file for completeness.
12. Retains all necessary program and financial records for the period required by grantor agency.
13. Ensures audit requirements and resolves any audit findings.

Operating Department (Department responsible for the grant related project)

1. Develops systems for maintaining ongoing information regarding grant availability within their functional areas of responsibility.
2. If an outside consultant is hired to assist with grant writing or project management, is responsible for overseeing the consultant work and ensuring grant compliance.
3. Performs the grant work scope.
4. Performs evaluations of the effectiveness and outcome(s) of the grant work scope and provides any technical information needed for grant reporting and compliance to the Finance Department.
5. Prepares required project status reports for granting agencies.

LETTER OF SUPPORT REQUESTS FROM EXTERNAL ORGANIZATIONS

External organizations sometimes seek support from the City for grant applications they intend to submit to a grantor. While the City seeks to support community, county, and state collaborations, there may be reasons why it would not be in the City's interest to provide a letter of support. Letters of support for a grant application prepared by an external entity shall be considered by the relevant Department Director

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

in consultation with the Grant Writer, Finance Director, and the City Manager before submission to the requesting organization.

1. Upon receiving a request from an external organization for a letter of support for a grant application it intends to submit to a grantor, the Department Director is responsible for consulting with the Finance Director and the City Manager to determine the City's response, documenting the information and reasoning behind the decision, and for ensuring that no potential liabilities to the City will be incurred as a result of their action. The Grant Decision Matrix should be referenced to inform this decision.
2. If approved, the Department Director may supply the appropriate letter of support and should provide a copy of the letter to the Grant Writer for the purposes of documentation.

INTERNALLY COMPETING APPLICATIONS

Often grantors will not consider any proposal from a potential grantee if that entity has submitted more than one proposal during the same funding round. Even if the grantor allows competing applications, it may not be in the best interest of the City to compete against itself. If competing grant applications are proposed, the Grant Committee should score the proposed projects on the Grant Decision Matrix to determine which one is the most advantageous to pursue and make its subsequent recommendation to the City Manager.

AUTHORIZED SIGNATORIES

All grants require an authorized signatory on behalf of the City. When no authorized signatory is specified by the grantor, the City Manager or their designee will serve this role. The signature legally binds the City to all terms and conditions within the grant agreement. The Finance Director can act as the signatory on grant reimbursement, reporting, and compliance documentation.

DEPARTMENTAL GRANT-SEEKING PLAN

Departments should work closely with the Grant Writer to identify projects that could be supported by grant aid as well as grants that could be used to further City priorities. The key considerations in departments' grant-seeking plans are to ensure that each grant application submitted by or on behalf of the City supports the City Council's Strategic Goals, has matching funds available if required by the grantor, and that plans for continuation of the project after the grant period ends have been given consideration.

PRE-APPLICATION ASSESSMENT AND REVIEW

The purpose of this process is to ensure that possible costs to the City are identified and considered as early as possible. The department considering an application for a grant is responsible for pre-application assessment, in which potential grants shall be evaluated in consultation with the Grant Committee. Pre-application assessment shall be done well in advance of grant submission deadlines to avoid problems that could cause the grant deadline to be missed. Departments should consider the following:

1. Total anticipated cost and match requirements and sources.

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

2. Staffing requirements (including salary and benefits for multi-year grants).
3. A clear continuation plan and consideration of potential long-term obligations on the part of the City. For projects or programs that will continue after the grant funding, it is required that departments develop continuation plans prior to applying for grants. Grants that require permanent commitments on the part of the City should be avoided.
4. Alignment with the City Council's Strategic Goals and/or the department's business plan.
5. Provision or expansion of services to address critical needs.

APPLICATION SUBMISSION

1. The project manager seeking the grant is responsible for ensuring that the pre-application assessment factors noted above have been completed prior to submission.
2. The department should make themselves available to the Grant Writer to provide timely, relevant technical information and contact information for potential collaborators.
3. The Grant Writer is responsible for submitting the application by the grant due date.
4. Should the application require a presentation, the project manager will be primarily responsible for preparing and delivering this portion of the application.

AWARD NOTIFICATION AND ACCEPTANCE

Grant agreements are legal contracts. It is the City's responsibility to carry out the project and/or activities associated with a grant to accomplish its objectives, while adhering to all the terms and conditions prescribed by the grantor. Failure to do so increases the City's exposure to legal liability and compromises current and future grant funding. Therefore, the City carries a significant legal and ethical responsibility when accepting grant funding.

1. **Award Notification:** Departments that receive a grant award shall forward a copy of the award notification, the grant agreement or contract, and any memoranda of understanding to the Grant Writer, Finance Director, and City Manager within two business days of receipt.
2. **Approval to Accept Award Procedure:** If approval of the Grant has not been previously authorized as part of the annual budget, the Finance Department shall seek authorization from the City Manager for grants up to \$100,000. For previously unauthorized grants over \$100,000, the Finance Department shall prepare the Motion to accept the award and Council Agenda Staff Report requesting City Council authorization for the City Manager to execute the Grant Agreement. Once executed by the proper City officials, the Finance Department will forward the executed document to the Grantor. The returned fully executed Grant Agreement shall be received by the appropriate department and the Finance Department.

USE AND RECEIPT OF GRANT FUNDS

Grant funds must be properly used and received by the City of Ridgefield. Violations can result in a range of penalties, including suspension of future funds from the grantor; return of all funds associated with the award, including those already expended; and civil and/or criminal penalties.

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

1. All Departments receiving grant funds shall adhere to state and federal requirements and City Financial Policies and Procedures.
2. No grant funds shall be disbursed until a project has been established in an appropriate fund by Finance; any sub-grant awards, consultant agreements, and/or contracts are approved by the City Manager, Finance Director, or designee; and required documentation is complete.
3. If grant revenues have not been identified in the annual budget, a budget amendment request shall be submitted by the Department Manager to the Finance Director in a timely manner.
4. Modifications to the budget associated with a grant funded project in such a way that alters the grant amount or moves funds from one budget line item to another must adhere to City policy and procedures for budget modifications for grantor requirements and be approved by the City Manager, Finance Director, or their designee per budget policies.
5. All revenue resulting from a grant-funded project or program shall adhere to City policies and procedures and be managed and maintained as established in the award letter, grant agreement, contract, special conditions, or other document(s) generated by the granting agency.
6. All procurement and contract activity associated with grant-funded projects shall follow City procedures and be compliant with state and federal statutes.
7. All property acquired through grant funds shall follow City policies and procedures and any grant requirements.
8. All grant and any related matching fund revenues and expenditures shall be recorded in the grant project. Any revenues or expenditures that occur in another program or project that are applicable to the grant or that are used as a match shall have an entry made to put the revenues or expenditures in the appropriate grant project with a detailed explanation, including original GL date and batch information.
9. Grant project managers are ultimately responsible for adherence to the stipulations outlined in the approved grant award/contract to ensure that allowable expenditures are incurred. Grant project managers should consult with the Grant Writer, Finance Director, and/or granting agency should any questions arise to ensure proper compliance.

STAFF TIME/ADMINISTRATION

Department Directors should follow grant guidelines in determining eligibility of charging staff time to the grant or using staff time as the City's match or cost share. Employee rates provided should be directly from employee payroll as defined by the granting agency.

GRANT REPORTING

Grants awarded to the City may require that progress, programmatic, and financial reports be submitted to the grantor. Accurate and timely reporting is critical to maintaining a good relationship with the grantor. Late or inaccurate reports may negatively impact current or future funding. Recipient departments must provide the Finance Department with timely progress, programmatic, technical, or financial information. The Finance Department will create and submit reports.

Financial Policy #15: Grant Management

Effective Date: January 11, 2024

Replaces and Cancels: New

References: 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; RCW 35A.11.040 Intergovernmental Cooperation and Action; Financial Policy #07: Budget

GRANT FILE MANAGEMNT, ACCESS, AND RETENTION

All documents related to grants are public records and may be subject to disclosure under the Washington Public Records Act (42.56 RCW).

1. **File Management Procedure:** All files associated with a grant award must be maintained in a file structure that includes the following four sections with clear separations between different fiscal years, unless otherwise directed by the grantor: submittal, award, finance, and reports.
2. **File Retention Procedure:** The City maintains records following the closure of its most recent audit report. If any litigation, claim, negotiation, audit, or other action involving grant records has been started before the expiration of this period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

GRANT CLOSEOUT

1. Upon confirming project completion with the recipient department, the Finance Director or their designee will update the accounting system and confirm grant closeout.
2. The closeout process should follow the City's closeout procedures.
3. The grant closeout memo shall be placed in the grant's master file.
4. The City follows all federal and state statutes for audits.

Exhibit A

City of Ridgefield Grant Decision Matrix

Funding Agency:					Receiving Department:				
Project:					Review Date:				
Funding Amount:					Submission Deadline:				

Decision Factors	Weighted Decision Criteria										Multiplier	Rating
	Negative				Neutral			Positive				
	0	1	2	3	4	5	6	7	8	9		
1. Project's fit with funder's mission and priorities for funding.	Not aligned				Some alignment			Aligns very well with funder's mission and priorities				
2. Project supports Council's vision and priorities .	Not aligned/low priority				Moderate alignment			Strong strategic alignment with Council's priorities				
3. There is documented evidence that initiative fills a demonstrable need .	Anecdotal/little evidence of need				Established need, but little data			Multiple data demonstrate project is an established need				
4. Matching funds and/or long-term obligations are reasonable .	Significant obligations and/or matching requirements				Moderate matching funds and/or obligations			No matching funds and/or minimal obligations				
5. There is sufficient time to prepare a competitive application.	Deadline is too soon or staff is over-committed				It is possible but challenging to complete application on time			Plenty of time and resources available to meet deadline				
6. Experienced staff or consultants are available to complete the project.	No expertise/time available to complete the project				Some expertise and ability to complete the project			Strong expertise/availability to complete the project				
7. The potential gain warrants the costs in time, effort, and money to apply and complete the project (ROI).	Potential gain does not warrant staff time and city investment				Potential gain moderately justifies the costs			Potential gain fully justifies time, effort, and money to apply and complete the project				
8. Project can be completed in grant period or sustained afterward.	Ongoing project with no future funding identified				Future funding identified to cover some costs			Grant will fund entire project and/or future funding identified				
9. Partnerships are secured to support the project or program.	No identified partners or collaborative agreements				Potential partners or collaborators identified			Commitment(s) from collaborators secured				
10. If funded, staff can manage reporting requirements.	Reporting will be too difficult to manage				Reporting is burdensome but possible			Reporting requirements will be reasonable and amenable				
Notes:											TOTAL	

- ☐ **Pursue Grant**
☐ **Do Not Pursue Grant**

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Resolution No. 636 - Financial Policy #12: Small and Attractive Assets

GOVERNING LEGISLATION

City of Ridgefield Financial Policy #09: Capitalization of Assets; State Administrative and Accounting Manual (SAAM) Section 30.40.20 Capital Asset Inventory Records Policy; The Code of Federal Regulations (CFR) 200.310-316

PREVIOUS COUNCIL ACTION TAKEN:

Council has adopted multiple financial policies for the City of Ridgefield

SUMMARY/BACKGROUND:

The City of Ridgefield has a formal policy of the capitalization of assets - Financial Policy #09 that was implemented administratively in 2015. Staff will present this policy for formal adoption on January 11, 2024, for council consideration. One of the areas the policy addresses is "Small and Attractive Assets". These types of assets are valued at \$500 to under \$5,000 and considered to be at greater risk of being damaged, lost or stolen due to portability. An example of these assets are weed trimmers, leaf blowers, computers, etc.

During the 2022 financial and accountability audit, the State Auditor recommended the city add more detail to our policy to identify responsibilities and procedures for this category of assets. The Finance Department reviewed best practices from the State Auditor, policies at other municipalities, MRSC AND GFOA guidance. The main area of focus in the policy is to identify what is a small and attractive asset, define departmental responsibility for tracking assets, and to complete an annual random audit city wide to verify assets are tracked and able to be located.

BUDGET/FINANCIAL IMPACTS:

No budgetary impact is expected.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to adopt this policy, a motion would be:

"I move to adopt Resolution No. 636 - Financial Policy #12: Small and Attractive Assets as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Policy #12 S&A Assets Policy
2. 2023 Small & Attractive Assets List (Exhibit A)

3. Asset Disposition Form-Fillable (Exhibit B)

RESOLUTION NO. 636

ADOPTION OF FINANCIAL POLICY #12: SMALL AND ATTRACTIVE ASSETS

WHEREAS, the City of Ridgefield deems it necessary to establish a detailed policy to provide guidance on the internal controls over small and attractive assets; and

WHEREAS, these policies provide guidelines for the identification of these assets; and

WHEREAS, these policies define what is a small and attractive asset, the roles and responsibilities of staff; and

WHEREAS, these policies provide the procedures on how to track these assets to ensure a responsible stewardship of public resources:

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

Section 1. The City Council of the City of Ridgefield adopts the Small and Attractive Assets policy, a copy of which is attached and referenced as exhibit A.

Section 2. The City Manager, Finance Director and Deputy City Manager are hereby authorized to implement such policies as necessary to carry out the directions of this Resolution.

Section 3. The effective date of this Resolution shall be in full force and effect on the date adopted by the City Council.

ADOPTED AT A REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 11th DAY OF JANUARY, 2024.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST:

Julie Ferriss, City Clerk

Financial Policy #12: Small and Attractive Assets

Effective Date: January 11, 2024, Resolution No. 636

Replaces and Cancels: New

References: Office of Washington State Auditor best practice, Government Finance Officers Association best practice, GAAP Guidance, RCW 43.09.185 Loss of Public Funds, Financial Policy #09 Capitalization of Assets, State Administrative and Accounting Manual (SAAM) Section 30.40.20, The Code of Federal Regulations (CFR) 200.310-316.

PURPOSE

To provide guidelines to identify assets that do not meet the criteria of a capital asset, are easy to transport freely and, as such are at a greater risk of being damaged, lost or stolen and to establish a system for accountability over those items through controls resulting in responsible stewardship of public resources.

DEFINITIONS

Capital assets with a cost meeting the capitalization threshold with a life expectancy of over one year shall be capitalized. The City will input mass quantity for new infrastructure assets if appropriate. The input of quantities such as, each, square feet, linear feet, etc. enable Finance staff to match repair and replacement of sections of new assets to easily remove the assets from the Capital Asset Tracking System at the time the asset is replaced. These quantity assets may individually be under the \$5,000 threshold, however taken as a whole for the full infrastructure system constructed or received as a donation, the value will meet or exceed the threshold. Refer to Financial Policy #09 Capitalization of Assets.

Small & Attractive Assets are items with a cost of over \$500 but less than \$5,000 and are defined as items with a high risk for theft. These assets are not normally consumed within one year. These assets may include items in one or more of the following categories.

The following items must be included as small and attractive items:

- Weapons, firearms, and accessories
- Signal guns
- Laptops, tablets, and notebook computers

The following items may be considered as small and attractive items:

- Equipment (power and nonpower) such as generators, chain saws, mowers, blowers, and trimmers but not limited to this list.
- Smartphones, radios
- Cameras and photographic equipment
- Binoculars, infrared viewers, and rangefinders
- Televisions
- Scanners, Printers
- Tools
- Portable GPS devices

Small and attractive assets are not to include more permanent fixtures such as heating and cooling units, refrigerators, desks, tables and shelving, or items that are equipment for the purpose of accomplishing tasks that are very small in nature or of minimal monetary value, like minor equipment, shovels, wrenches, hand tools, staplers, and the like. In addition, small and attractive assets never include items that are

Financial Policy #12: Small and Attractive Assets

Effective Date: January 11, 2024, Resolution No. 636

Replaces and Cancels: New

References: Office of Washington State Auditor best practice, Government Finance Officers Association best practice, GAAP Guidance, RCW 43.09.185 Loss of Public Funds, Financial Policy #09 Capitalization of Assets, State Administrative and Accounting Manual (SAAM) Section 30.40.20, The Code of Federal Regulations (CFR) 200.310-316.

consumed or used up, such as asphalt, bottled water, printer paper, and the like. Small and attractive assets (subject to the cost limits above) also do not include items that while they may meet the threshold when purchased are used as an accessory or attached to a larger capital asset such as vehicle accessories like light bars, cages, sirens, etc.

RESPONSIBILITY

It is the responsibility of the City's Department Director, or their designee to maintain accountability over tangible items that may have the likelihood of disappearing without being noticed.

Each department is responsible for maintaining their own Small and Attractive Asset Inventory Listing, to be verified by a physical inventory at least once per fiscal year. This inventory list (Exhibit A) will be provided to the Finance Department by January 31st of each year for tracking purposes.

The Finance department shall review and complete a random audit to verify physical inventory at least once each fiscal year.

If an item is deleted, the Department Director or designee will note the reason and/or means of disposal and will fill out a Disposal/Transfer Information Form (Exhibit B).

ASSET LIST & IDENTIFICATION

At minimum the small and attractive asset list shall state the asset ID number, item name, purchase date, location/assigned to, vendor name, price, condition, current value, serial, model, and/or other identifying information for each item on the list. Whenever feasible, each piece of property on the list will be engraved or marked with the city's name and asset ID number. Such markings will be removed or obliterated only when the item is sold, scrapped, surplus, or otherwise disposed of.

PROCEDURE

The appropriate Department Director or designee shall review, update, delete, and add new items to the list on a regular basis. If an item is deleted, the Department Director or designee will note the reason and/or means of disposal. Each Department Director or designee is responsible for ensuring that the items on the list are physically located in the department and being used for official city business. The Finance Department shall perform a random audit annually of each department's list to verify small and attractive assets purchased appear on department inventory lists and disposed items have been properly identified on the list.

1. Physical Inventory

Each department will perform a physical inventory of the items a minimum of one time each fiscal year. Departments are responsible for preparing and maintaining their small and attractive inventory list and submitting it to the Finance Department by January 31st of each year. As a part of the physical inventory, each department should verify the existence and condition of each item on the list and make a note of

Financial Policy #12: Small and Attractive Assets

Effective Date: January 11, 2024, Resolution No. 636

Replaces and Cancels: New

References: Office of Washington State Auditor best practice, Government Finance Officers Association best practice, GAAP Guidance, RCW 43.09.185 Loss of Public Funds, Financial Policy #09 Capitalization of Assets, State Administrative and Accounting Manual (SAAM) Section 30.40.20, The Code of Federal Regulations (CFR) 200.310-316.

any additions not reflected on the list. Deletions, transfers, losses, disposals or surplus items should be shown on the inventory listing as a strikethrough along with a description on the current year listing and shall not be removed until the next year for audit trail purposes.

2. Additions

The city may acquire small and attractive assets via purchase, construction, donation, or lease. Regardless of how it is acquired, when the small and attractive item is received, the receiving department will add it to their small and attractive database listing and mark the item with the city's name and asset ID. Small and attractive technology items purchased by the city's IT contractor shall be tagged. Departments may choose to inventory items, subject to more stringent oversight such as specialized equipment, tools, and materials. Small and attractive items purchased with federal funds are subject to grant compliance requirements. Departments are responsible for ensuring federal requirements are met.

3. Deletions

Items previously acquired will eventually depreciate in value and/or be disposed of and need to be deleted from the department's list. Deletion may be required due to depreciation in value of an asset to below the tracking threshold, traded in for an upgraded item, inadvertently destroyed, a sale of the asset, scrapping, mysterious disappearance (lost, stolen, or missing), or involuntary conversion (fire, flood, etc.). The Department Director or designee controlling the item is the only one in position to trigger removal from their list. Deletions brought about as a result of natural disasters may require reporting to the insurance provider for an eventual reimbursement claim if covered. Refer to Section 5 of this policy for lost, stolen or missing items.

In any of these circumstances the deletion/removal of an item should follow surplus procedures and be properly reported to the Finance Department, documented, and notated on the small and attractive list.

4. Transfers

Occasional transfers of small and attractive items between departments, individuals within a department or funds will occur. The original controlling department/fund is accountable for all items and for initiating a notice of transfer. Interdepartmental transfers involving a proprietary fund (i.e., water/stormwater/building activities) need to have a transfer of cash when the item has a positive market value. Interdepartmental transfers or intergovernmental (i.e., city to other governmental agencies) do not require the city to declare the item surplus or to do a public notice.

5. Lost, Stolen, or Missing

Staff shall notify the Department Director or designee immediately of any lost, stolen, or missing items. The Department Director or designee shall report lost, stolen or missing items to the Finance Director, who will provide a copy to the Risk Manager. If an item is not located after 60 days of being determined to be missing, the item will be deemed lost or stolen and removed from the list. The Finance Director or

Financial Policy #12: Small and Attractive Assets

Effective Date: January 11, 2024, Resolution No. 636

Replaces and Cancels: New

References: Office of Washington State Auditor best practice, Government Finance Officers Association best practice, GAAP Guidance, RCW 43.09.185 Loss of Public Funds, Financial Policy #09 Capitalization of Assets, State Administrative and Accounting Manual (SAAM) Section 30.40.20, The Code of Federal Regulations (CFR) 200.310-316.

Risk Manager shall immediately file a police report and notify the State Auditor's Office per RCW 43.09.185. A summary report of all lost or stolen items will be provided to the City Manager and distributed to all Department Directors at least once a year.

6. Audit

The Finance department will request a copy of the list at least once a year for tracking purposes and to perform an audit. The request date will be selected at random. Each department list's may be audited at different dates. The Finance department will make a random selection of items from each department to perform physical testing.

Departments may adopt higher standards as necessary for accreditation or for any reason. Compliance with such standards shall include documentation provided to the Finance Department for audit purposes.

Small & Attractive Assets
Department Name
Date Updated

[illegible]

Inventory Completion Date _____

Name _____

Signature _____



ASSET DISPOSITION FORM

Date: _____

Department: _____ Contact Person: _____ Extension: _____

Description of Asset: _____

Location of Asset: _____ Asset ID No: _____

Condition of Asset: ☐ Excellent ☒ Good ☐ Poor (Check One)

Current Estimated Value: \$ _____ Acquisition/Disposal Date: _____

Asset Status: ☐ Surplused ☐ Traded-in ☐ Damaged

☐ Transferred to – Dept: _____ ☐ Lost/Stolen – Police Report No: _____

Asset Information:

Year: _____ Make: _____ Model: _____ License No: _____

VIN/Serial #: _____ Mileage: _____ Disposal Value: _____

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Kirk Johnson

Digitally signed by Kirk Johnson
Date: 2023.02.21 10:17:23 -08'00'

Signature of Department Director or Designee

_____ Date

I certify that the above-described City owned property is hereby declared surplus to the needs of this department.

Signature of Department Director or Designee

Date

For Finance Department Use Only

Date Received: _____ Date Completed: _____ Completed By: _____

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Resolution No. 637 - Financial Policy #09: Capitalization of Assets

GOVERNING LEGISLATION

State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

PREVIOUS COUNCIL ACTION TAKEN:

Council has adopted multiple financial policies.

SUMMARY/BACKGROUND:

The capitalization of assets policy is established to provide guidelines to ensure adequate stewardship over City of Ridgefield resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital asset information.

City staff implemented the capitalization policy administratively in 2015 to provide detailed policies and procedures for the stewardship of the city's capital assets. The policy meets requirements identified in Governmental Accountings Standards Board pronouncements and the State of Washington BARS manual. The policy has been updated in 2017 and again in 2023 to meet current needs identified by staff to ensure proper asset tracking.

The policy is being brought to council for review as a companion to the small and attractive asset policy presented earlier in the January 11, 2024 meeting. The main changes to the policy include some clean up of terminology and reference to the small and attractive policy and a future surplus policy that will be brought to council in a later meeting.

Staff are asking council to review and formally adopt the capitalization policy as a companion to prior policies and has a significant financial impact on the City's net financial position.

BUDGET/FINANCIAL IMPACTS:

No budget impacts are expected.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to adopt this Resolution, a motion would be:

"I move to adopt Resolution No. 637 Financial Policy #09: Capitalization of Assets as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. Policy #9 Capitalization Policy 2024 Redlined

2. Policy #9 Capitalization Policy 2024 Clean

RESOLUTION NO. 637

ADOPTION OF FINANCIAL POLICY #09: CAPITALIZATION OF ASSETS

WHEREAS, the City of Ridgefield established capitalization policies administratively in 2015; and

WHEREAS, the City of Ridgefield amended these policies administratively in 2017 and again in 2023; and

WHEREAS, these policies provide guidelines to ensure adequate stewardship over City of Ridgefield resources and capital assets; and

WHEREAS, the City deems it necessary to update these policies and procedures by amending the policy to provide a more detailed and complete document; and

WHEREAS, the City deems it necessary to have the City Council review and adopt these policies; and

WHEREAS, these policies are designed to ensure sound and effective financial management and reporting guidelines for the benefit of the City.

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

Section 1. The City Council of the City of Ridgefield adopts the Capitalization of Assets policy, a copy of which is attached and referenced as exhibit A.

Section 2. The City Manager, Finance Director and Deputy City Manager are hereby authorized to implement such policies as necessary to carry out the directions of this Resolution.

Section 3. The effective date of this Resolution shall be in full force and effect on the date adopted by the City Council.

ADOPTED AT A REGULAR SESSION BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 11th DAY OF JANUARY, 2024.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST:

Julie Ferriss, City Clerk

Exhibit A

Financial Policy #09: Capitalization of Assets

Effective Date: ~~January 1, 2023~~ January 11, 2024

Replaces and Cancels: Financial Policy #9 Dated ~~June 1, 2017~~ January 1, 2023

References: State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

PURPOSE

This policy is established to provide guidelines to ensure adequate stewardship over City of Ridgefield resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital asset information.

The City uses an accrual basis of accounting, Generally Accepted Accounting Principles (GAAP), and the Budgeting, Accounting, and Reporting Systems (BARS) prescribed by the State of Washington Office of State Auditor. The City Statement of Net Position reflects capital assets and depreciation. The City's Finance Department maintains a subsidiary Fixed Asset system and is required to track capital assets net value and reconcile them to the Statement of Net Position.

DEFINITIONS

Capital Assets: Generally, the term capital assets ~~means~~ mean real and personal property, used in operations, that the City intends to use or keep for more than one year. Capital assets ~~include, but include but~~ are not limited to: land and land rights, capitalizable costs associated with construction-in-progress, improvements and infrastructure, buildings, furnishings, fixtures and furniture, equipment, machinery, vehicles, tools and intangible assets owned by the City. The term infrastructure means roads, bridges, sidewalks, ~~street lights~~ streetlights, water lines, drainage systems, and the like. Infrastructure is capitalized at the activity level (governmental and business-type) in all funds that budget for capital expenditures.

Purchased Assets: Purchased assets are valued at historical costs including applicable taxes as well as all costs to acquire (shipping and handling), install, secure, and prepare an item for its intended use.

Self-Constructed Assets: All direct costs associated with design, construction and management of a self-constructed project will be capitalized. The City includes allocated direct City labor on all capital projects. Capitalization of interest cost (IDC) incurred in connection with the acquisition, construction, or improvement of capital assets are limited to capital assets reported in the enterprise funds.

Donated Assets: Donated assets are recorded at the acquisition value at the time of donation plus all appropriate ancillary costs. Acquisition Value can be determined from the donor's cost or the cost the City would have paid to purchase/construct the asset. For donated land, the assessed tax valuation or appraised value will be used if available. In the event those valuations are not available the tax valuation per square foot of similar property is applied to estimate the acquisition value.

Software or Technology Assets: The original purchase of a software program is considered a capital asset if it meets the \$5,000 threshold established. Improvements to an existing software or technology asset that meets the \$5,000 threshold and extends the life, capacity or utility of the asset are capitalized and depreciated over the remaining useful life of the related asset.

Exhibit A

Financial Policy #09: Capitalization of Assets

Effective Date: ~~January 1, 2023~~ January 11, 2024

Replaces and Cancels: Financial Policy #9 Dated ~~June 1, 2017~~ January 1, 2023

References: State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

Intangible Assets: Intangible assets, with the exception of land rights (easements and right of way), with an original cost (or acquisition value if received by donation) of \$5,000 and a useful life greater than one year should be capitalized.

An intangible asset should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, ~~technological~~ technological, or other factors that limit the useful life of the asset. Intangible assets having an indefinite benefit period would not experience amortization expense as long as the benefit of the asset has not been compromised.

Intangible assets with a ~~limited-useful-lives~~ limited useful life (e.g. by legal or contractual provisions) should be amortized over their estimated useful lives. Renewals or extensions may be considered in determining useful life of the intangible asset if the City can reasonably anticipate exercising the renewal option and any anticipated outlays to be incurred as part of achieving the renewal are nominal.

Land Rights (Easements and Right of Ways):

Land rights with an original cost (or acquisition value if received by donation) of \$100,000 should be capitalized. Land rights are an intangible asset, although the capitalization threshold will differ from other intangible assets. Land rights should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, or other factors that limit the useful life of the asset. Land rights are not subject to depreciation or amortization expense.

Small & Attractive Assets: Small and attractive assets are tracked when they are valued at \$500 but less than \$5,000 and are defined as assets with a high risk for theft. These assets are not normally consumed within one year. These assets may include items in one or more of the following categories:

- Portable and marketable, either alone or as a component unit.
- Can be utilized for personal gain.
- Are repeatedly reported as lost and/or stolen within the industry and society.

[Refer to Financial Policy #12: Small and Attractive Assets for more detail.](#)

Capital Assets Management System: The set of policies and procedures used to control a government's capital assets. The system should satisfy accounting/reporting requirements and it should demonstrate accountability for the government's capital assets. The City uses a software system to track capital assets by location and ongoing maintenance for all infrastructure, buildings and structures.

ASSETS PRIOR TO GASB 34 IMPLEMENTATION

Infrastructure such as roads, curbs and gutters, and pipes that were not required to be capitalized at the time GASB 34 was implemented, will be capitalized at the time improvements are completed. The expenditure for the current capital improvement will be the amount that is capitalized. Example: Overlay of a road that is not currently capitalized and tracked in the City Capital Asset Tracking System and has had no maintenance or improvements completed after

Exhibit A

Financial Policy #09: Capitalization of Assets

Effective Date: ~~January 1, 2023~~ January 11, 2024

Replaces and Cancels: Financial Policy #9 Dated ~~June 1, 2017~~ January 1, 2023

References: State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

implementation of GASB 34 in 2005. The City Finance Department will consult with the Public Works Director to verify when the asset was previously ~~constructed~~ constructed, and Finance staff will verify if the asset is included in the City's Capital Asset Tracking System. The Finance Department will capitalize all direct costs associated with design, construction and management of the current project.

REQUIREMENTS

The duty to make certain that public property is adequately protected and that its use is properly managed is one of the fundamental responsibilities of public officials. Public officials have broad responsibilities with respect to capital assets; these are custody, insurance, maintenance and planning.

CUSTODY

The responsibility for custody means having adequate tracking for the following:

- What property and equipment does the City own?
- Where is the asset located?
- What condition is the asset in?
- Is the asset protected from loss and unauthorized use?

INSURANCE

The City has a responsibility to provide adequate insurance for the capital assets it owns. A capital asset accounting system should provide adequate records to prove any losses. Location, inventory, and maintenance records will confirm that a lost or damaged asset has been in use recently, which will support the validity and timeliness of a theft or damage report.

CAPITAL IMPROVEMENT

A capital improvement is a cost incurred in connection with an existing capital asset that either increases the service capacity of the asset (i.e. effectiveness or efficiency) or extends the estimated useful life of the asset. These costs should be treated as direct adjustments to the related asset account.

The City will capitalize assets that are replacements for a portion of a larger and/or component of an existing asset. Finance staff will remove the portion of the existing asset from the City's Capital Asset Tracking System that was replaced as a new capital asset at the time the new asset is capitalized.

Common examples of improvements include:

- Roads – Street widening, adding sidewalks, curbs or ~~gutters~~ gutters.
- Buildings – Increasing square footage, improvements that extend the total estimated useful ~~life~~ life.

Exhibit A

Financial Policy #09: Capitalization of Assets

Effective Date: ~~January 1, 2023~~ January 11, 2024

Replaces and Cancels: Financial Policy #9 Dated ~~June 1, 2017~~ January 1, 2023

References: State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

- Pump Stations – Add a second pump or replace existing pumps that significantly increases the capacity or useful life of the pump ~~station~~station.
- Water or Storm Pipes – Replacement of a section of existing pipe.

MAINTENANCE AND REPAIR

The City has a responsibility to adequately maintain the assets. As a steward of public property, the City has the obligation not only to safeguard assets from loss but also to ensure they are not neglected or wasted. The City shall maintain adequate historical records to make informed decisions about the costs of certain levels of maintenance.

Expenditures that retain the value of an existing asset should be classified as maintenance expenditures. In most cases, the City repairs or replaces components of an individual asset in order to maintain the original useful life of the capital asset. Any outlay that does no more than return a capital asset to its original condition, regardless of amount, should be classified as maintenance and repairs.

Common examples of maintenance include:

- Roads/Parking lots – Crack seal, slurry seal, striping, mill and fill
- Sidewalks – Section replacement due to tree root damage
- Buildings – Exterior sealing, painting, roof replacement, HVAC or furnace ~~replacement~~repair, flooring
- Pump stations – Pump repairs
- Vehicles/Equipment – Transmission repair or replacement, other significant repairs
- Water/Storm lines – Patching section of leaking pipe, replacement of valves
- Wells – Screen cleaning

PLANNING (CAPITAL BUDGETING AND UTILIZATION)

The City has a responsibility to plan for future asset needs for both short and long term.

CAPITALIZATION THRESHOLD

All capital assets with a cost meeting the capitalization threshold with a life expectancy of over one year shall be capitalized. Although *Small & Attractive Assets* (those costing \$500 but less than \$5,000) do not meet the City's capitalization threshold, they are considered assets for purposes of marketing and identification, ~~record-keeping~~record-keeping, and tracking.

The City will input mass quantity for new infrastructure assets if appropriate. The input of quantities such as, each, square feet, linear feet, etc. enable Finance staff to match repair and replacement of sections of new assets to easily remove the assets from the Capital Asset Tracking System at the time the asset is replaced. These quantity assets may individually be under the \$5,000 threshold, however taken as a whole for the full infrastructure system constructed or received as a donation, the value will meet or exceed the threshold.

ASSET CLASS	THRESHOLD (\$)
Land	\$0

Exhibit A

Financial Policy #09: Capitalization of Assets

Effective Date: ~~January 1, 2023~~ January 11, 2024

Replaces and Cancels: Financial Policy #9 Dated ~~June 1, 2017~~ January 1, 2023

References: State of Washington, Office of the State Auditor BARS Manual for Cities, Counties and Special Purpose Districts (GAAP) entities, Chapter 3 Capital Assets System Requirements

ASSET CLASS	THRESHOLD (\$)
Land Rights (Easements, Right of Ways)	\$100,000
Buildings, Building Improvements, and Building Furnishings	\$5,000
Fixtures and Furniture	\$5,000
Improvements Other Than Buildings	\$5,000
Infrastructure	\$5,000
Machinery and Equipment	\$5,000
Vehicles	\$5,000
Artwork	\$5,000
Construction-In-Progress	\$5,000
Intangible Assets	\$5,000

DEPRECIATION METHOD AND EXPECTED USEFUL LIFE OF ASSETS

All assets are depreciated using the straight-line method of depreciation. Useful life is based on engineering estimates, past experience of similar assets, and best practices. The estimated useful life of acquired or constructed assets are assigned in the following manner:

Asset Category	Useful Life (Years)	Useful Life (Months)
Land	Not Depreciated	Not Depreciated
Buildings	50	600
Building Improvements & Furnishings	10-20	120-240
Streets	50	600
Lighting	50	600
Sidewalks, Curbs and Gutters	50	600
Trails	30-50	360-600
Structures	20-40	240-480
Utility Improvements		
Pipe	75	900
Pumps	20	240
Reservoir	75	900
Mechanical Equipment	20	240
Wells	75	900
Vehicles (Public Safety)	10	120
Vehicles (All other)	12	144
Public Works Equipment	5-20	60-240
Office Equipment/Furniture	5-10	60-120
Software	5-10	60-120
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The City may need to revise the expected useful life of some of the capital assets. If this is the case, the depreciation should be recalculated based on the remaining useful life at the time of the revision, and the new rate should be applied in the present and future accounting periods. No change should be made to financial records of previous years.

IMPAIRMENT

Impairment of a capital asset is a permanent decrease in the productive capacity of a capital asset. Indicators of impairment may include:

- Evidence of physical damage
- Changes in legal or environmental factors
- Technological changes or obsolescence
- Changes in manner or duration of use
- Construction stoppage (Unable to complete project)

The City will use the restoration cost, service unit of deflated depreciation replacement cost approach when measuring the impairment. The method used will depend upon the indicators giving rise to the impairment.

ASSET REPLACEMENT

The City utilizes an equipment replacement model for large equipment and vehicles. The City reviews and updates the model on an annual basis to determine replacement schedules for these assets. Replacement schedules will follow expected useful life for these assets. The Finance Department will update changes to replacement schedules with a matching revision to the Capital Asset Tracking System for remaining useful life as appropriate.

NEW ASSETS

All assets fitting descriptions of a capital asset, or small and attractive asset shall be recorded on asset listings maintained by the Finance Director. Information included in the asset listing should be parcel number, legal description, make, model, serial number and description of the asset as appropriate.

TRANSFERRING ASSETS

Interdepartmental Transfers: Transfers of assets between departments or funds are allowed by mutual agreement of the departments. If the assets meet the definition of a capital asset or a small and attractive asset, the department transferring the assets must notify the Finance Department by completing an Asset Disposition Form. This form formalizes the transfer and responsibility for maintenance and accountability of the asset by the department receiving the transferred asset.

Asset transfers between governmental funds and proprietary funds will be transferred at current market value and recorded at current book value as determined by the Finance Director. Current market value should be based on open market sales of similar assets if reasonably available. Appraisals are not required for interfund transfers unless requested by the Finance Director.

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Intergovernmental Transfers: Property transferred from another government entity to the City should be recorded in the appropriate account at the asset's acquisition value. The acquisition value is determined by similar properties recently sold in the competitive ~~market place~~ marketplace or assessed value as recorded by the City at the time of the donation. When land is transferred with a structure, the land portion of the donation should be recorded separately from the structure.

In the event of a transfer of an entire operation the assets will be recorded at the transferring agencies book value.

DISPOSAL OF SURPLUS ITEMS

Before a capital or small and attractive asset is sold or otherwise disposed of, it must first be determined if the asset had originally been purchased with grant monies. If this is the case, the City must refer to the grant agreement and follow prescribed procedures for disposition.

When a department decides to surplus or trade-in assets, the Department Director or designee must notify the Finance Department by completing and signing an Asset Disposition Form. To surplus real or personal property refer to Financial Policy #16: Surplus Property for detailed information of the policy and process. ~~The Council must first declare a capital or small and attractive asset surplus before it can be sold or disposed of in any manner.~~ If the asset is to be sold, it will then be sold in accordance with applicable state law. If the asset is no longer in working order and cannot reasonably be repaired for resale, staff will properly dispose of the asset. At the time the asset is disposed of, the Finance Department will be notified to remove the asset from the Capital Asset Tracking System.

LOST, STOLEN OR MISSING PROPERTY

When suspected or known losses of capital assets or small and attractive items occur, the applicable Department Director and Finance Director shall be notified. The Finance Department will remove assets from the Capital Asset Tracking System If it is determined the asset has been stolen, the appropriate authorities shall be notified per RCW 43.09.185.

PHYSICAL INVENTORY PLAN

The Finance Director will coordinate with Department Director's to complete a physical inventory of ~~both fixed and~~ small & attractive assets every two yearson an annual basis.

The physical inventory sheets will be kept until the State Audit for the corresponding years is complete. The sheets will note the following information:

- Assets have been physically located and verified.
- Missing assets will be noted and explained.
- Incorrect and/or incomplete information will be corrected.
- Any new items located but not on the list will be added, with proper serial numbers, location, etc.

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PURPOSE

This policy is established to provide guidelines to ensure adequate stewardship over City of Ridgefield resources through control and accountability of capital assets, and to collect and maintain complete and accurate capital asset information.

The City uses an accrual basis of accounting, Generally Accepted Accounting Principles (GAAP), and the Budgeting, Accounting, and Reporting Systems (BARS) prescribed by the State of Washington Office of State Auditor. The City Statement of Net Position reflects capital assets and depreciation. The City's Finance Department maintains a subsidiary Fixed Asset system and is required to track capital assets net value and reconcile them to the Statement of Net Position.

DEFINITIONS

Capital Assets: Generally, the term capital assets mean real and personal property, used in operations, that the City intends to use or keep for more than one year. Capital assets include but are not limited to: land and land rights, capitalizable costs associated with construction-in-progress, improvements and infrastructure, buildings, furnishings, fixtures and furniture, equipment, machinery, vehicles, tools and intangible assets owned by the City. The term infrastructure means roads, bridges, sidewalks, streetlights, water lines, drainage systems, and the like. Infrastructure is capitalized at the activity level (governmental and business-type) in all funds that budget for capital expenditures.

Purchased Assets: Purchased assets are valued at historical costs including applicable taxes as well as all costs to acquire (shipping and handling), install, secure, and prepare an item for its intended use.

Self-Constructed Assets: All direct costs associated with design, construction and management of a self-constructed project will be capitalized. The City includes allocated direct City labor on all capital projects. Capitalization of interest cost (IDC) incurred in connection with the acquisition, construction, or improvement of capital assets are limited to capital assets reported in the enterprise funds.

Donated Assets: Donated assets are recorded at the acquisition value at the time of donation plus all appropriate ancillary costs. Acquisition Value can be determined from the donor's cost or the cost the City would have paid to purchase/construct the asset. For donated land, the assessed tax valuation or appraised value will be used if available. In the event those valuations are not available the tax valuation per square foot of similar property is applied to estimate the acquisition value.

Software or Technology Assets: The original purchase of a software program is considered a capital asset if it meets the \$5,000 threshold established. Improvements to an existing software or technology asset that meets the \$5,000 threshold and extends the life, capacity or utility of the asset are capitalized and depreciated over the remaining useful life of the related asset.

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Intangible Assets: Intangible assets, with the exception of land rights (easements and right of way), with an original cost (or acquisition value if received by donation) of \$5,000 and a useful life greater than one year should be capitalized.

An intangible asset should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, technological, or other factors that limit the useful life of the asset. Intangible assets having an indefinite benefit period would not experience amortization expense as long as the benefit of the asset has not been compromised.

Intangible assets with a limited useful life (e.g. by legal or contractual provisions) should be amortized over their estimated useful lives. Renewals or extensions may be considered in determining useful life of the intangible asset if the City can reasonably anticipate exercising the renewal option and any anticipated outlays to be incurred as part of achieving the renewal are nominal.

Land Rights (Easements and Right of Ways):

Land rights with an original cost (or acquisition value if received by donation) of \$100,000 should be capitalized. Land rights are an intangible asset, although the capitalization threshold will differ from other intangible assets. Land rights should be considered to have an indefinite useful life if there are no legal, contractual, regulatory, or other factors that limit the useful life of the asset. Land rights are not subject to depreciation or amortization expense.

Small & Attractive Assets: Small and attractive assets are tracked when they are valued at \$500 but less than \$5,000 and are defined as assets with a high risk for theft. These assets are not normally consumed within one year. These assets may include items in one or more of the following categories:

- Portable and marketable, either alone or as a component unit.
- Can be utilized for personal gain.
- Are repeatedly reported as lost and/or stolen within the industry and society.

Refer to Financial Policy #12: Small and Attractive Assets for more detail.

Capital Assets Management System: The set of policies and procedures used to control a government's capital assets. The system should satisfy accounting/reporting requirements and it should demonstrate accountability for the government's capital assets. The City uses a software system to track capital assets by location and ongoing maintenance for all infrastructure, buildings and structures.

ASSETS PRIOR TO GASB 34 IMPLEMENTATION

Infrastructure such as roads, curbs and gutters, and pipes that were not required to be capitalized at the time GASB 34 was implemented, will be capitalized at the time improvements are completed. The expenditure for the current capital improvement will be the amount that is capitalized. Example: Overlay of a road that is not currently capitalized and tracked in the City Capital Asset Tracking System and has had no maintenance or improvements completed after

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implementation of GASB 34 in 2005. The City Finance Department will consult with the Public Works Director to verify when the asset was previously constructed, and Finance staff will verify if the asset is included in the City's Capital Asset Tracking System. The Finance Department will capitalize all direct costs associated with design, construction and management of the current project.

REQUIREMENTS

The duty to make certain that public property is adequately protected and that its use is properly managed is one of the fundamental responsibilities of public officials. Public officials have broad responsibilities with respect to capital assets; these are custody, insurance, maintenance and planning.

CUSTODY

The responsibility for custody means having adequate tracking for the following:

- What property and equipment does the City own?
- Where is the asset located?
- What condition is the asset in?
- Is the asset protected from loss and unauthorized use?

INSURANCE

The City has a responsibility to provide adequate insurance for the capital assets it owns. A capital asset accounting system should provide adequate records to prove any losses. Location, inventory, and maintenance records will confirm that a lost or damaged asset has been in use recently, which will support the validity and timeliness of a theft or damage report.

CAPITAL IMPROVEMENT

A capital improvement is a cost incurred in connection with an existing capital asset that either increases the service capacity of the asset (i.e. effectiveness or efficiency) or extends the estimated useful life of the asset. These costs should be treated as direct adjustments to the related asset account.

The City will capitalize assets that are replacements for a portion of a larger and/or component of an existing asset. Finance staff will remove the portion of the existing asset from the City's Capital Asset Tracking System that was replaced as a new capital asset at the time the new asset is capitalized.

Common examples of improvements include:

- Roads – Street widening, adding sidewalks, curbs or gutters.
- Buildings – Increasing square footage, improvements that extend the total estimated useful life.
- Pump Stations – Add a second pump or replace existing pumps that significantly increases the capacity or useful life of the pump station.
- Water or Storm Pipes – Replacement of a section of existing pipe.

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MAINTENANCE AND REPAIR

The City has a responsibility to adequately maintain the assets. As a steward of public property, the City has the obligation not only to safeguard assets from loss but also to ensure they are not neglected or wasted. The City shall maintain adequate historical records to make informed decisions about the costs of certain levels of maintenance.

Expenditures that retain the value of an existing asset should be classified as maintenance expenditures. In most cases, the City repairs or replaces components of an individual asset in order to maintain the original useful life of the capital asset. Any outlay that does no more than return a capital asset to its original condition, regardless of amount, should be classified as maintenance and repairs.

Common examples of maintenance include:

- Roads/Parking lots – Crack seal, slurry seal, striping, mill and fill
- Sidewalks – Section replacement due to tree root damage
- Buildings – Exterior sealing, painting, roof replacement, HVAC or furnace repair, flooring
- Pump stations – Pump repairs
- Vehicles/Equipment – Transmission repair or replacement, other significant repairs
- Water/Storm lines – Patching section of leaking pipe, replacement of valves
- Wells – Screen cleaning

PLANNING (CAPITAL BUDGETING AND UTILIZATION)

The City has a responsibility to plan for future asset needs for both short and long term.

CAPITALIZATION THRESHOLD

All capital assets with a cost meeting the capitalization threshold with a life expectancy of over one year shall be capitalized. Although *Small & Attractive Assets* (those costing \$500 but less than \$5,000) do not meet the City's capitalization threshold, they are considered assets for purposes of marketing and identification, record-keeping, and tracking.

The City will input mass quantity for new infrastructure assets if appropriate. The input of quantities such as, each, square feet, linear feet, etc. enable Finance staff to match repair and replacement of sections of new assets to easily remove the assets from the Capital Asset Tracking System at the time the asset is replaced. These quantity assets may individually be under the \$5,000 threshold, however taken as a whole for the full infrastructure system constructed or received as a donation, the value will meet or exceed the threshold.

ASSET CLASS	THRESHOLD (\$)
Land	\$0
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Machinery and Equipment	\$5,000
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Artwork	\$5,000
Construction-In-Progress	\$5,000
Intangible Assets	\$5,000

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**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Motion - Approval of Interlocal Agreement with Clark County for Whatley
Decant and/or Street Sweeping Processing and Disposal Services

GOVERNING LEGISLATION

Chapter 39.34 RCW (Interlocal Cooperation Act)

PREVIOUS COUNCIL ACTION TAKEN:

Approval of previous Interlocal Agreement for the period 2019-2023.

SUMMARY/BACKGROUND:

As part of regular street sweeping activities, the City has used Clark County's Whatley Facility to dispose of materials collected by street sweeping as well as treatment and disposal of storm water liquids and solids (decanting) generated by the City's street sweeping operations. The current five-year agreement with Clark County expired at the end of 2023. This Interlocal Agreement would cover these services for the period of January 1, 2024 through December 31, 2028. The county is in the process of renewing separate interlocal agreements with the Washington State Department of Transportation and the cities of Vancouver, Camas, La Center, Battle Ground and Washougal.

Attachment A is referenced in this agreement. The 2024-2028 fee/rate structure has not yet been set by the county. The fee/rate structure from the previous agreement is attached to this report.

BUDGET/FINANCIAL IMPACTS:

Disposal fees/costs are covered in the Stormwater operations and maintenance budget.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item.

A suggested motion is "**I move to approve the Interlocal Agreement as presented between the City of Ridgefield and Clark County, for Decant and/or Street Sweeping Processing and Disposal Services covering the period from January 1, 2024 through December 31, 2028.**"

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Whatley Facility Renewal 2024-2028
2. Attachment A - Whatley Facility Rates_Prevous Agreement



CLARK COUNTY WASHINGTON

www.clark.wa.gov

PUBLIC WORKS
78TH STREET OPERATIONS CENTER

4700 NE 78th Street
Vancouver, WA 98665
564.397.2446

Hello,

I've enclosed an updated Interlocal Agreement for Whatley Decant and/or Street Sweeping processing and disposal services. The current agreement expires December 31, 2023. This new agreement will be for the 5-year period beginning on January 1, 2024.

Please sign the agreement and mail it back in the enclosed envelope to:

Clark County Public Works
Attn: Sheila Ensminger
4700 NE 78th St
Vancouver WA 98665

If you have any questions, please contact me at:

- Sheila.Ensminger@clark.wa.gov
- 564.397.1684.

Thank you,

Sheila Ensminger

Sheila Ensminger
Office Manager



For other formats, contact
the Clark County ADA Office

Voice 564.397.2322
Fax 564.397.6165

Relay 711 or 800.833.6388
Email ADA@clark.wa.gov

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND RIDGEFIELD**

FOR

**DECANT AND/OR STREET SWEEPINGS PROCESSING
AND DISPOSAL SERVICES**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County, Washington, a political subdivision of the State of Washington, (the "County") and The City of Ridgefield, hereinafter referred to as the "Agency", a municipal corporation and charter Agency of the first class of the State of Washington, by which the County will allow utilization of the County's Whatley Facility for the treatment and disposal of storm water liquids and solids, and/or street sweepings generated by the Agency.

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the county has the resources available to provide such services to the Agency in a cost-effective manner; and

WHEREAS, for purposes and intent of this Agreement, the facility is defined as the upper-portion of the Whatley site which encompasses the main gate access to, and including the scale, wash rack, upper asphalt stockpile pad, Decant facility, storm water systems and retention ponds.

WHEREAS, as set forth in the Charter for the Whatley Decant and Street Sweeping Recycling Facility Steering Committee; hereinafter referred to as Steering Committee, the county and partnership agencies within aforementioned committee shall serve in an advisory role to assist in decision making related to this facility; and

NOW, THEREFORE,

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES
PAGE- 1

THE COUNTY AND AGENCY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to provide for utilization of the County's Whatley Facility for treatment and disposal of storm water solids and liquids, and/or street sweepings generated by the Agency.

SECTION 2. TERM. The initial term of the Agreement, not including any extensions is a (5) five--year period from January 1, 2024 through December 31, 2028.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 180 days prior to termination. The Agency agrees to reimburse the County for the cost of services provided, and includes any amounts owed related to import fees or costs of Agency-contributed portion of stockpiled materials, and furthermore; Agency shall be responsible for any remaining proportional projected costs of materials, equipment, hauling, tipping fees, taxes, labor, grinding, screening, chipping, etc., associated with movement of Agency generated materials. The Agency hereby agrees to payment and/or reimbursement as expressed within the body of this agreement, and understands that the amount owed may be based on actual or projected costs of remaining materials as identified within this agreement. The County reserves the right to accept services in lieu of monetary funds if in the best interest of the site objectives and if approved in advance by the Steering Committee.

SECTION 4. EXTENSIONS. The term of this Agreement may be extended in two-year increments of subsequent years by mutual written agreement of both parties, up to maximum of four additional (4) years. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the contract. The County Manager is authorized to approve and execute such two-year extensions without further authorization from the Board of County Councilors.

SECTION 5. DEFINITION OF FACILITY AND PARTICIPANTS. The facility, located at 11203 N.E. 76th. Street, Vancouver, Washington was designed and built to treat and store solids, and to treat, store and dispose of storm water liquids removed from storm water and drainage systems, and municipal street sweepings. The original cost of construction of the facility was borne by Clark County, and subsequent expansion occurred through contributions from the Washington State Department of Transportation (State) and the City of Vancouver (Agency) for their impacts related to sizing of the facility. Currently, Clark County, City of Vancouver, Washington State Department of Transportation, City of Battle Ground, City of Camas and City of Washougal compose a Steering Committee which serves in an advisory role to assist in decision making related to *this* facility.

SECTION 6. SCOPE OF SERVICES. The County will allow the Agency to bring storm water solids and liquids and/or street sweepings collected inside the Agency boundaries, for treatment and coordinated disposal as-defined within this agreement. The County will provide all labor and equipment necessary for the treatment of liquids and solids, and disposal of liquids from the decant and sweepings processes; and shall provide disposal services as outlined in Section 7B, as-necessary to maintain sufficient pad space related to solids treatment and storage areas on the solids pad. The Agency hereby agrees that necessary pad storage space shall be as-determined by the County, with the understanding that pad space for storage and treatment of solids material shall take precedent over any implied or intended cost-savings related to a local reuse event. The Agency also hereby acknowledges that a determination to move solids based on aforementioned storage space may result in the Agency's solids disposal costs increasing significantly higher than costs which are dependent upon participation from the Agency during reuse/disposal haul-out events described in Section 7B.

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES

SECTION 7. COST OF SERVICES - GENERAL. Costs will be based per weight of each imported load, and shall be derived from the sum of separate, described herein operations for accounting and billing purposes. The first operation; liquids and treatment, covers overall decant facility operations, and includes daily operations. liquid treatment, testing, maintenance, associated storm water facilities, and handling of solids related to treatment such as solids movement from decant or street sweeping materials, pile separation and turning. The second service is defined by the solids that remain following the liquid and treatment service, which include screening, testing, loading, transporting, overage disposal, various tipping-related fees and equipment related to re-use/disposal sites such as excavators/loaders needed for material handling, as well as other on-site and/or reuse/disposal site requirements or upgrades, services such as planting operations or site improvements. The Agency understands that the cost of some of these aforementioned services is highly subject to Agency participation during partnership supported reuse projects of solids materials, and may fluctuate significantly annually.

SECTION 7A. COSTS FOR LIQUIDS AND TREATMENT. The cost of liquids and treatment services under this Agreement are established by the County on an annual basis, and based on the projected budget amount over each biennium and the quantity of imported materials from the previous year; unless, at the discretion of the County, there is found to be a more suitable accounting of imported material costs. These costs shall be defined in Attachment A, incorporated herein by reference, and attached. Costs will be based on the budgeted data, tonnages of decant and sweepings material brought into the facility, equipment, upgrades and/or repairs, and any uncollected costs from previous year(s), including costs from redirection of solids to the landfill site or any other less cost-effective options than local reuse.

Liquids and treatment services reporting category costs do not include costs specific to the lower pit area or solids disposal/reuse. The lower pit area is designated only for Clark County Public Works Operations use, and Clark County Public Works will be responsible for any and all costs and

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES
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fees associated with the lower pit, including operations, maintenance, permitting, etc., and any other items related to requirements, needs or projects that occur which are exclusive to Clark County.

SECTION 7B. FEES FOR SOLIDS. Fees of solids-related services under this Agreement are based on scale weights of imported material, an estimated level of decomposition and drying of material, and remaining solids. To achieve consistency for all partnership agencies, each agency will pay an annually determined amount for the type and weight of material they bring into the site, which covers anticipated costs for disposal during a local reuse event. Each agency is responsible for payment of their respective portion of the solids they have imported onto the site.

The Agency understands that participation in local reuse events is critical to keeping costs and fees low for all partnership agencies, and participation is preferred but not mandatory. The Agency hereby understands that although not mandatory, significant non-participation causes overall cost and fee increases to other partnership agencies. The burden of significant non-participation should not be placed on other partnership agencies, and is subject to a separate, proportionally-determined payment exclusive to the non-participating agency with a majority vote from the Steering Committee. In the event of a majority vote of significant non-participation, costs shall be billed to the Agency based on the Agencies percentage-based proportion of material(s) brought in to Whatley.

The Agency understands that fees per wet ton generally vary annually due to overall quality of material, regulator directive, storage pad space restraints, hauling to a landfill, and all other disposal, tipping, tax, overhead, or any other costs or savings subject to variation based on internal or external sources, agreements and/or contracts.

The fees per wet ton (Attachment A) will be annually adjusted, and for disclosure purposes of this Agreement, the Agency and County hereby recognizes and agrees that:

1. There is currently no reserve fee for major maintenance projects, as these projects will be determined by the Steering Committee on an annual basis, and the overall fees will be distributed amongst all partnership agencies. The County reserves the

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWF. EPINGS TREATMENT AND DISPOSAL SERVICES

right to create a reserve fund if needed during the scope or extended scope of this agreement, with approval through a majority vote of the Steering Committee.

2. A program overhead charge is included on all imported solids, and includes costs for program administration and division support. Changes will be updated annually on Attachment A.
3. Solid waste collection tax, currently 3.6%, is included in the import fee for overage material. This tax applies to materials that do not get reused, including overage and solids that are transported to the dump per WAC 458-20-250. Changes to anticipated solids waste collection tax, including tax rate and/or changes in quantity of material to be taxed will be reflected on Attachment A.

SECTION 8. BILLING METHOD AND PROCESS. Per wet ton fees based on type of material imported to the facility will be charged by the County to the Agency on a monthly basis. The invoice will identify the dates, type of material and weight of the solid material delivered, with the amount owed during that billing period.

Import records will be taken directly from Whatley scale documentation, input into an electronic format by County staff, then sent to the County's Accounting Department for processing and formal billing to the Agency. The County Accounting Department will send billings to the Agency's Finance office for payment and will simultaneously send an informational copy of the billing to the Agency. Payment by the Agency shall be due within thirty days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at a County set interest rate, which is currently one percent (1%) per month.

In the event of dispute due to lack of, or illegible information on the scale documentation, the County shall take an average of the most previous three (3) loads of the Agencies similar type of material with completed scale data, and annotate through supporting documentation and/or directly

on invoice that an average was applied for billing; this average will be utilized until complete information is available.

SECTION 9. CONTRIBUTIONS AND AGENCY PAYMENT. The Agency may submit invoices for services or improvements provided and agreed upon by Clark County and/or the Steering Committee for any portion that is reimbursable through the intent of this agreement. The County, with any requested guidance from the Steering Committee shall consider all items and/or services on an individual agency basis, and reserves the right to accept or deny payment/credit for any item or service that is not conducive to the intent of this agreement and/or the overall benefit to the Whatley Facility or members. Each agency must provide invoices to County within 60 days of each solids disposal and/or local reuse project completion. Payment may be subject to the approval of Steering Committee if the contribution was not pre-authorized. Reimbursable services or improvements would include items such as the following not all-inclusive examples:

1. Hourly cost and total quantity of hours of labor provided by the Agency
2. Any vehicles, machinery or rentals costs provided by the Agency
3. Any materials (including ground cover, vegetation, herbicides, etc.) associated with loading, disposal or application of Whatley solids.
4. Any other items or services that are provided which are determined as desirable by the Steering Committee for the general purposes of the overall site or individual project provided the County pre-authorizes the aforementioned items or services prior to the agency commencing said items or services.

SECTION 10. COMPLIANCE TO OPERATING PROCEDURES. The Agency will be required to follow the terms and conditions outlined in the Clark County Public Works Decant Facility Standard Operations and Procedures Manual, incorporated by reference and available to all partnership agencies.

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES

SECTION 11. ADMINISTRATION/COMMUNICATIONS. Contract managers designated by the County Manager and Agency Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. The County and Agency contract managers shall review service levels, service delivery, and costs on an annual basis. The contract managers shall, during the interim, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

SECTION 12. DISPUTE RESOLUTION. In the event of a dispute between the County and Agency regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the Clark County Manager and the Agency Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Council. The decision of the County Council and the Agency Manager regarding the dispute shall be final as between the parties.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the County Council and the Agency Manager may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 13. INDEPENDENT CONTRACTOR The County is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and Agency or between any of the County's or Agency's employees. The County shall retain all authority for provision of services, standards of performance, discipline

and control of personnel, and other matters incident to the performance of services by the County pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the Agency or any employee of the Agency an employee of the County for any purpose, including but not limited to, for withholding 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.

SECTION 14. HOLD HARMLESS/INDEMNIFICATION.

a. COUNTY RESPONSIBILITY. The County agrees to indemnify, defend, save and hold harmless the Agency, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, arising out of, or in connection with, or incident to, the performance of services by the County pursuant to this Agreement. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency; the Agency retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the Agency by an employee of the County or subcontractor or agent of the County, even if the County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

b. AGENCY RESPONSIBILITY. The Agency agrees to indemnify, defend save and hold harmless the County, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind of nature, arising out of, or in connection with, or incident to, the provision of services by the Agency pursuant to this Agreement.

In the event that any suit bases on such a claim, demand, loss, damage, cost, or cause of action is brought against the Agency, the County retains the right to participate in said suit if any principal of public law is involved.

This indemnity and hold harmless shall include any claim made against the County by an employee of the Agency or subcontractor or agent of the Agency, even if the Agency is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

c. ATTORNEYS FEES AND COSTS. All parties shall bear their own costs of enforcing the rights and responsibilities under the contract.

SECTION 15. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The County shall not subcontract for the provision of any services it is to provide the Agency under this Agreement without the prior written consent of the Agency.

SECTION 16. NO THIRD PARTY BENEFICIARY. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the Agency. The Agency does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and Agency do not intend there be any third-party beneficiary to this Agreement.

SECTION 17. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the Agency;
CITY OF: _____Ridgefield_____
____P.O. Box 608_____
____Ridgefield_____, Washington, __98642____
Attention: -Public Works Director_____

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES

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To the County:

CLARK COUNTY PUBLIC WORKS
4700 NE 78th Street
Vancouver, Washington 98665
Attention: Operations Manager

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

SECTION 18. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in the Agreement shall 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.

SECTION 19. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 2 (Extensions). Its method of termination is set forth in Section 3. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 6 (Scope of Service) and 7 (Cost of Services). No property shall be acquired pursuant to this Agreement, which will need to be disposed of upon partial or complete termination of this Agreement.

SECTION 20. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 21. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Agreement shall be

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES

valid unless made in writing and formally approved and executed by the duly authorized agents of both parties, provided that pursuant to Sections 4 and 5, respectively, the County Manager or designated agent may approve up to two (2), two-year extensions of this Agreement and additional compensation to the County for additional service hours without further approval of the County Council.

SECTION 22. DOCUMENT EXECUTION AND FILING. The County and Agency agree that there shall be four (4) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and Agency. Upon execution, the executed originals of this Agreement shall be returned to the contract manager who shall file copies of the Agreement with the Agency Clerk, the Clark County Auditor, and the Washington State Secretary of State. Upon receipt by the Clark County Auditor of the signed originals, each such signed original shall constitute an agreement binding upon both County and Agency.

SECTION 23. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 24. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and Agency have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be in effect as of the First day of January, 2024.

INTERLOCAL AGREEMENT FOR DECANT AND/OR STREET SWEEPINGS TREATMENT AND DISPOSAL SERVICES

FOR CLARK COUNTY, WASHINGTON
a subdivision of the State of Washington

Kathleen Otto
Kathleen Otto
County Manager

Approved As To Form Only:
LESLIE LOPEZ
Prosecuting Attorney

Leslie Lopez
Deputy Prosecuting Attorney

FOR CITY OF: Ridgefield

By _____

Printed Name _____

Title _____

Approved as to Form Only:

By _____
City Attorney

ATTACHMENT 1 - WHATLEY FACILITY FEES - 2019-2023 AGREEMENT (2024-2028 Fee structure not yet established)

Attachment A - \

Cowlitz Landfill Cost (estimated from SR-14 Project)

Total Wet Tons (w/overage)	18,886	Overage = 15 trips x 28 tons/trip (420tons)
Hauling Cost	286,663	18886 tons/28= 674.5 trips (x \$425/trip)
Tipping Fee	377,720	18886 x 20/ton
Collection Tax 3.6%	13,598	Tipping Fee x .036
Equipment, loader	3,600	
County Overhead	86,104	(Hauling + Tipping) x .1296
Total	767,684	
Cost per Wet Ton	\$ 40.65	

Cost to SR-14 Project (estimations)

Total Wet Tons	18,466
Hauling Cost	253,750 add in extra costs for decant and overage
Screening Cost	39,969
Collection Tax 3.6%	302 only charged for non-reuse (overage)
Equipment, multiple	21,600
County Overhead	32,886 Hauling * .1296
Operator - Labor	7,500 safety - screening - equipment ops
Planting/Ground Cover	63,438 hauling cost divided by 4 (fill dirt & seed)
Overage Disposal	14,026
Total	451,937
Cost per Wet Ton \$	24.47

WHATLEY COSTS (examples based on scale weights)

Date	Time	Truck Weight Heavy (after removing excess water)	Truck Weight Light (2nd Weight for dewatered - decant)	Difference (Weight of Solids to Pad)	DECANT	SWEEPINGS	Agency	Location where material was picked up	C = Commercial R = Residential M = Multi-Family	Driver Initials	Import Decant cost/WT \$61	Import Sweepings cost/WT \$36	Import Cost to Agency for Reuse Solids*
1/1/2011	1:00	60000	52400	7600	1		Clark Co.	1st and Foremost Street	R	TD	61.00		231.80
1/1/2011	2:00	60000	58000	2000	1		Clark Co.	2nd Toonun Road	R	TD	61.00		61.00
1/1/2011	3:00	30000	22400	7600		1	Clark Co.	20 Lane / Bo-Ling Alley	R	TD		36.00	136.80
1/1/2011	4:00	30000	28500	1500		1	Clark Co.	Outathee Way	R	TD		36.00	27.00

* Reuse solids are local sites where solids are distributed by partners for a reuse purpose. Solids that are not reused are subject to additional costs (currently an additional \$16/WT).

Assumptions, Calculations & Notes

Scale weight (difference) divided by 2000 = Wet Tons imported to facility

Decant cost based on Decant estimated budget, divided by estimated wet tons (based on trip count - re. no scale in 2015) 112520/2800 = \$40.19

Sweepings cost based on Sweepings budget divided by estimated wet tons (based on trip counts - re. no scale in 2015) 105120/7000 = \$15.02

10% weight degradation of solid materials to Landfill disposal operations (overage not separated): 40.65 - 4.07 = \$36.58

15% total weight loss of material (degradation & overage) assumed during solids reuse activities: 24.47 - 3.67 = \$20.80

Decant (Import) cost : 40.19 + 20.80 = 60.99 (rounded to \$61)

Sweepings (Import) cost: 15.02 + 20.80 = 35.82 (rounded to \$36)

Hauling Reimbursement Data

Local Haul Rate for 2017: **\$6.43/ton**
(Local is < 20 miles from Whatley)

Long Haul Rate for 2017: **\$15.25/ton**
(Long is >20 miles from Whatley)

Attachment A-2

Notes:

A Steering Committee serves in an advisory role to assist in decision making related to this facility. Annual rates are determined by the committee which cover operational and disposal costs.

The city will reimburse the county at the determined annual rates. Current 2019 rates are \$61 per ton for decant and \$36 per ton for street sweepings (2020 rates are not yet determined):

Estimated annual revenue from the City of Ridgefield is estimated at \$14-\$24K based on 2019 rates and maximum quantity imported.

Decant (400 tons) at \$61 per ton = \$24,400 (if only decant were imported at maximum quantity)

Sweepings (400 tons) at \$36 per ton = \$14,400 (if only street sweepings were imported to maximum quantity)

The maximum quantity is 400 tons per year (total is for both materials, not each).

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Motion - Approval of change orders for stormwater construction improvements on the South Junction Project.

GOVERNING LEGISLATION

Chapter 35 RCW, Cities and Towns
City Procurement Policy #04: Procurement of Goods and Services.

PREVIOUS COUNCIL ACTION TAKEN:

Approval of 2023 Capital Budget for \$65,000 for the construction of storm pipe repair on S. 56th Place as part of a joint project with the Clark Regional Wastewater District (CRWWD)

SUMMARY/BACKGROUND:

Storm pipe and catch basin repairs on S. 56th Place were programmed in 2023 as part of a joint project with the Clark Regional Wastewater District (CRWWD), called the "South Junction Project". The work included repairs to a 30-inch storm pipe underneath S. 56th Place and replacement of or repairs to failed catch basins at that location.

During construction, a series of construction issues and challenges were identified that involved a leaking city culvert and the need to dewater the site (increased costs shared with CRWWD), an increased amount of effort to identify the appropriate pipe repair fix, and removing soil from the west storm pond to allow stormwater to appropriately drain away from the roadway.

After construction was completed, the contractor tracked costs and submitted change order requests totaling \$51,762.44, which results in the total stormwater repair component of the project to be \$103,317.44. Because the total project cost has exceeded \$100,000, under City procurement policy, council approval is necessary to execute the change orders with CRWWD and the contractor.

BUDGET/FINANCIAL IMPACTS:

The 2023 Stormwater Capital Budget allocated \$65,000 for the stormwater component of this project with Clark Regional Wastewater District which also included sanitary sewer improvements and a new trail. The total stormwater cost is \$103,317.44. The additional \$38,317.44 of stormwater costs over the original \$65,000 budget would be covered with a reallocation of existing funding sources in the storm water utility capital fund.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to authorize the City Manager to sign change orders for the South Junction 56th Place stormwater repair project totaling \$51,762.44."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Change Order 002
2. Change Order 003
3. Change Order 004
4. Change Order 005
5. Change Order 006
6. South Junction Stormwater Cost Tracking



CHANGE ORDER

Clark Regional Wastewater District

CHANGE ORDER NUMBER: 002

DATE: October 30, 2023

PROJECT NUMBER: 26-2020-0040

PROJECT: South Junction Sewer Upgrade

CONTRACTOR: North Cascade Excavating

COR #	Issue #	DESCRIPTION	COST
002	1	The City of Ridgefield requested that the contractor remove material from its pond on the west side of 56th Place. The City and the contractor agreed to a unit price of \$35 per cubic yard for up to 200 cubic yards. This change order will be to Schedule B which is for the City's stormwater improvements. This change order does not add working days to the contract.	\$ 7,000.00
SUBTOTAL (without sales tax)			\$ 7,000.00
SALES TAX AT _____			\$ -
TOTAL THIS CHANGE ORDER			\$ 7,000.00

CHANGE IN CONTRACT TIMES		
NTP Effective Date 3/31/2023 Original Contract Times (working days) Net Change from Previous Change Order (# days) Contract Times Prior to this CO (calendar days) Net Increase (Decrease) of this Change Order (#) Contract Times with all Approved COs (calendar days) Revised Completion Dates with approved Change Orders	MILESTONE	
	Substantial Completion	Physical Completion
		0
		0
		0
		0
		11/21/2023

CHANGE IN CONTRACT PRICE		
Original Contract Price		\$ 1,810,189.19
Net Increase from Previous Change Orders	No.	\$ 271,423.90
Contract Price Prior to this Change Order		\$ 2,081,613.09
Net Increase of this Change Order		\$ 7,000.00
Contract Price with all approved Change Orders		\$ 2,088,613.09

RECOMMENDED BY:

CONSTRUCTION MANAGER
Date: _____

ACCEPTED BY:

OWNER (Authorized Signature)
Date: _____

ACCEPTED BY:

CITY OF RIDGEFIELD
Date: _____

ACCEPTED BY:

CONTRACTOR (Authorized Signature)
Date: _____

Project: South Junction Sewer Upgrade

Date **6/28/2023** **CO #1** **Cleaning of City Pond**

<u>ID#</u>	<u>Measurement</u>	<u>CY</u>	<u>Cost</u>	<u>Total</u>
CO #1	<u>Excavation/Haul Off</u>	200	\$35.00	\$7,000.00
		<u>Sub Total:</u>		\$7,000.00
		<u>Markup:</u>	<u>0%</u>	\$0.00
		<u>Total:</u>		\$7,000.00



CHANGE ORDER

Clark Regional Wastewater District

CHANGE ORDER NUMBER: 003

DATE: October 30, 2023

PROJECT NUMBER: 26-2020-0040

PROJECT: South Junction Sewer Upgrade

CONTRACTOR: North Cascade Excavating

COR #	Issue #	DESCRIPTION	COST
003	1	It took three attempts to get the new sanitary line successfully installed from Station 5+10 which is where it crosses a 30-inch culvert. The culvert had a separated joint that resulted in a significant flow of water into the trench. It was much more than what could be anticipated from groundwater or a pipe with a seep and is a changed condition. The contractor provided their costs including markup for the first two unsuccessful attempts which is \$68k. They also requested help with cost for overtime needed to get back on schedule which is \$71k. The District felt that some was due to the contractor's means and methods and \$48k of the \$68k was justified. The contractor did not inform the District that they would request help with overtime cost or update their schedule prior to working overtime. Since the District was not involved in the decisions regarding overtime or options for getting back on schedule it could not justify compensation for overtime. After further discussions with the contractor, the District has agreed to pay \$58k total to settle the issue.	\$ 58,000.00
SUBTOTAL (without sales tax)			\$ 58,000.00
SALES TAX AT 8.70%			\$ 5,046.00
TOTAL THIS CHANGE ORDER			\$ 63,046.00

CHANGE IN CONTRACT TIMES		
NTP Effective Date 3/31/2023 Original Contract Times (working days) Net Change from Previous Change Order (# days) Contract Times Prior to this CO (calendar days) Net Increase (Decrease) of this Change Order (#) Contract Times with all Approved COs (calendar days) Revised Completion Dates with approved Change Orders	MILESTONE	
	Substantial Completion	Physical Completion
		0
		0
		0
		0
		11/21/2023

CHANGE IN CONTRACT PRICE		
Original Contract Price		\$ 1,810,189.19
Net Increase from Previous Change Orders	No.	\$ 278,423.90
Contract Price Prior to this Change Order		\$ 2,088,613.09
Net Increase of this Change Order		\$ 63,046.00
Contract Price with all approved Change Orders		\$ 2,151,659.09

RECOMMENDED BY:

ACCEPTED BY:

CONSTRUCTION MANAGER

CITY OF RIDGEFIELD

Date:

Date:

ACCEPTED BY:

ACCEPTED BY:

OWNER (Authorized Signature)

CONTRACTOR (Authorized Signature)

Date:

Date:

6/28/23 – NCE began work and found a 30" Concrete Storm Pipe pouring water out into the trench. Realizing we were not going to be able to work around this we decided to start dewatering as best as possible.

6/29/23 – Kept dewatering and trying work around the 30" pipe and leak to no avail. Too much water coming into the trench and dewatering was not able to keep up. Plugged Pipe.

7/3/23 – Exposed pipe to continue with installing the main. Soil was very saturated from the water. Kept dewatering. Started to over-ex blackish soupy clay material until a hard base was found that the crew and inspectors felt confident with. Placed and compacted with gabion and installed 23 feet of sewer.

7/6/23 – Kept dewatering. Opened trench and the crew was able to confirm that the sewer main had settled significantly. It was very clear to NCE that this was isolated to the area south of the storm crossing. Backfilled trench and requested direction from the Geotech.

7/7/23 – Kept dewatering. Opened trench backup and removed pipe that had settled. Over-ex on soupy material.

7/10/23 – Vacuum truck showed up to suck out soupy material and help with dewatering. Crew started to create a wellpoint to help control water.

7/11/23 – Geotech recommended to for NCE to over ex a until a hard base was found than use fabric and gabion rock on the base. NCE did this and the pipe settled once again.

<u>Dates</u>	<u>Change Order</u> <u>Change of Conditions</u>	<u>Total</u>
6/28/2023	Change of Conditions	\$11,441.76
6/29/2023	Change of Conditions	\$7,106.56
7/3/2023	Change of Conditions	\$8,948.79
7/6/2023	Change of Conditions	\$10,360.73
7/7/2023	Change of Conditions	\$8,743.34
7/10/2023	Change of Conditions	\$11,285.18
7/11/2023	Change of Conditions	\$10,238.54
	<u>Total:</u>	\$68,124.90

Project: South Junction Sewer Upgrade

Date **6/28/2023** **CO #3** **Change of Conditions**

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
Operator	Devin Parrish	10	\$67.72	\$677.20
Operator	Darren Hutton	10	\$64.39	\$643.90
Pipe Layer	Sean Avila	10	\$53.96	\$539.60
Laborer	Chris Banford	7	\$52.06	\$364.42
Truck Driver	Chris Banford	3	\$47.01	141.03
<u>Sub Total:</u>				\$3,043.35
<u>Markup:</u>				<u>29%</u> \$882.57
<u>Total:</u>				<u>\$3,925.92</u>

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck F350	10	\$36.53	\$365.30
	JD350	10	\$151.86	\$1,518.60
	JD 544 Loader	10	\$79.29	\$792.90
	JD 135	10	\$105.51	\$1,055.10
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$3,981.44
<u>Markup:</u>				<u>21%</u> \$836.10
<u>Total:</u>				<u>\$4,817.54</u>

Material

<u>Item</u>	<u>Description</u>	<u>Measure (CY)</u>	<u>Cost</u>	
	30" Plug Setup	LS	\$2,230.00	\$2,230.00
<u>Sub Total</u>				\$2,230.00
<u>Markup</u>				<u>21%</u> \$468.30
<u>Total</u>				<u>\$2,698.30</u>

Total Cost: **\$11,441.76**

Project: South Junction Sewer Upgrade

Date **6/29/2023** **CO #3** **Change of Conditions**

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	7	\$67.72	\$474.04
Operator	Devin Parrish	7	\$67.72	\$474.04
Operator	Darren Hutton	7	\$64.39	\$450.73
Pipe Layer	Sean Avila	7	\$53.96	\$377.72
Laborer	Chris Banford	7	\$52.06	\$364.42
Flagger	Paula Anderson	7	\$48.83	341.81
Flagger	Andrea Melo	7	\$48.83	341.81
<u>Sub Total:</u>				\$2,824.57
<u>Markup:</u>				<u>29%</u> \$819.13
<u>Total:</u>				<u>\$3,643.70</u>

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	7	\$36.53	\$255.71
	JD 350	7	\$151.86	\$1,063.02
	JD 544 Loader	7	\$79.29	\$555.03
	JD 135	7	\$105.51	\$738.57
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$2,861.87
<u>Markup:</u>				<u>21%</u> \$600.99
<u>Total:</u>				<u>\$3,462.86</u>

Material

<u>Item</u>	<u>Description</u>	<u>Measure (CY)</u>	<u>Cost</u>
<u>Sub Total</u>			
<u>Markup</u>			
<u>Total</u>			

Total Cost: **\$7,106.56**

Project: South Junction Sewer Upgrade

Date 7/3/2023 CO #3 Change of Conditions

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
Operator	Devin Parrish	10	\$67.72	\$677.20
Operator	Darren Hutton	10	\$64.39	\$643.90
Laborer	Chris Banford	10	\$52.06	\$520.60
Flagger	Paula Anderson	10	\$48.83	488.3
Flagger	Andrea Melo	4	\$48.83	195.32
<u>Sub Total:</u>				\$3,202.52
<u>Markup:</u>				<u>29%</u> \$928.73
<u>Total:</u>				\$4,131.25

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	10	\$36.53	\$365.30
	JD350	10	\$151.86	\$1,518.60
	JD 544 Loader	10	\$79.29	\$792.90
	JD 135	10	\$105.51	\$1,055.10
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$3,981.44
<u>Markup:</u>				<u>21%</u> \$836.10
<u>Total:</u>				\$4,817.54

Material

<u>Material</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
<u>Sub Total:</u>				\$0.00
<u>Markup:</u>				<u>21%</u> \$0.00
<u>Total:</u>				\$0.00

Subs

Total Cost: **\$8,948.79**

Project: South Junction Sewer Upgrade

Date **7/6/2023** **CO #3** **Change of Conditions**

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
Operator	Devin Parrish	10	\$67.72	\$677.20
Operator	Darren Hutton	10	\$64.39	\$643.90
Pipe Layer	Sean Avila	10	\$53.96	\$539.60
Laborer	Chris Banford	7	\$52.06	\$364.42
Truck Driver	Chris Banford	3	\$47.01	141.03
Flagger	Paula Anderson	10	\$48.83	488.3
<u>Sub Total:</u>				\$3,531.65
<u>Markup:</u>				<u>29%</u> \$1,024.18
<u>Total:</u>				<u>\$4,555.83</u>

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	10	\$36.53	\$365.30
	JD350	10	\$151.86	\$1,518.60
	JD 544 Loader	10	\$79.29	\$792.90
	JD 135	10	\$105.51	\$1,055.10
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$3,981.44
<u>Markup:</u>				<u>21%</u> \$836.10
<u>Total:</u>				<u>\$4,817.54</u>

Material

<u>Material</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
4" - 6" Gabion	48	<u>TNS</u>	\$17.00	\$816.00
<u>Sub Total:</u>				\$816.00
<u>Markup:</u>				<u>21%</u> \$171.36
<u>Total:</u>				<u>\$987.36</u>

Subs

Total Cost: **\$10,360.73**

Project: South Junction Sewer Upgrade

Date **7/7/2023 CO #3** **Change of Conditions**

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
Operator	Devin Parrish	10	\$67.72	\$677.20
Operator	Darren Hutton	10	\$64.39	\$643.90
Pipe Layer	Sean Avila	10	\$53.96	\$539.60
Laborer	Chris Banford	7	\$52.06	\$364.42
Truck Driver	Chris Banford	3	\$47.01	141.03
<u>Sub Total:</u>				\$3,043.35
<u>Markup:</u>				<u>29%</u> \$882.57
<u>Total:</u>				<u>\$3,925.92</u>

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	10	\$36.52	\$365.20
	JD350	10	\$151.86	\$1,518.60
	JD 544 Loader	10	\$79.29	\$792.90
	JD 135	10	\$105.51	\$1,055.10
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$3,981.34
<u>Markup:</u>				<u>21%</u> \$836.08
<u>Total:</u>				<u>\$4,817.42</u>

Material

<u>Material</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
<u>Sub Total:</u>				\$0.00
<u>Markup:</u>				<u>21%</u> \$0.00
<u>Total:</u>				<u>\$0.00</u>

Subs

Total Cost: **\$8,743.34**

Project: South Junction Sewer Upgrade

Date

7/10/2023 CO #3

Change of Conditions

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
Operator	Devin Parrish	10	\$67.72	\$677.20
Operator	Darren Hutton	10	\$64.39	\$643.90
Pipe Layer	Sean Avila	10	\$53.96	\$539.60
Laborer	Chris Banford	7	\$52.06	\$364.42
Truck Driver	Chris Banford	3	\$47.01	141.03
<u>Sub Total:</u>				\$3,043.35
<u>Markup:</u>				<u>29%</u> \$882.57
<u>Total:</u>				<u>\$3,925.92</u>

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	10	\$36.52	\$365.20
	JD350	10	\$151.86	\$1,518.60
	JD 544 Loader	10	\$79.29	\$792.90
	JD 135	10	\$105.51	\$1,055.10
	Sweeper	3	\$83.18	\$249.54
<u>Sub Total:</u>				\$3,981.34
<u>Markup:</u>				<u>21%</u> \$836.08
<u>Total:</u>				<u>\$4,817.42</u>

Material

<u>Material</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
<u>Sub Total:</u>				\$0.00
<u>Markup:</u>				<u>21%</u> \$0.00
<u>Total:</u>				<u>\$0.00</u>

Subs

<u>Sub</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
Clean Creek	8.5	HRS	267	\$2,269.50
<u>Sub Total:</u>				\$2,269.50
<u>Markup:</u>				<u>12%</u> \$272.34
<u>Total:</u>				<u>\$2,541.84</u>

Total Cost:

\$11,285.18

Project: South Junction Sewer Upgrade

Date **7/11/2023** **CO #3** **Change of Conditions**

<u>Labor</u>	<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman	Shayn Hahmeyer	10	\$67.72	\$677.20
	Operator	Devin Parrish	10	\$67.72	\$677.20
	Operator	Darren Hutton	10	\$64.39	\$643.90
	Pipe Layer	Sean Avila	10	\$53.96	\$539.60
	Laborer	Chris Banford	7	\$52.06	\$364.42
	Truck Driver	Chris Banford	3	\$47.01	141.03
				<u>Sub Total:</u>	\$3,043.35
				<u>Markup:</u>	<u>29%</u> \$882.57
				<u>Total:</u>	\$3,925.92

<u>Equipment</u>	<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
		Foreman Truck	10	\$36.52	\$365.20
		JD 350	10	\$151.86	\$1,518.60
		JD 544 Loader	10	\$79.29	\$792.90
		JD 135	10	\$105.51	\$1,055.10
		Sweeper	3	\$83.18	\$249.54
				<u>Sub Total:</u>	\$3,981.34
				<u>Markup:</u>	<u>21%</u> \$836.08
				<u>Total:</u>	\$4,817.42

<u>Material</u>	<u>Material</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
				<u>Sub Total:</u>	\$0.00
				<u>Markup:</u>	<u>21%</u> \$0.00
				<u>Total:</u>	\$0.00

<u>Subs</u>	<u>Sub</u>	<u>Unit</u>	<u>Measurement</u>	<u>Cost</u>	<u>Total</u>
	Clean Creek		5 HRS	267	\$1,335.00
				<u>Sub Total:</u>	\$1,335.00
				<u>Markup:</u>	<u>12%</u> \$160.20
				<u>Total:</u>	\$1,495.20

Total Cost: **\$10,238.54**



CHANGE ORDER

Clark Regional Wastewater District

CHANGE ORDER NUMBER: 004

DATE: November 13, 2023

PROJECT NUMBER: 26-2020-0040

PROJECT: South Junction Sewer Upgrade

CONTRACTOR: North Cascade Excavating

COR #	Issue #	DESCRIPTION	COST
004	1	The City of Ridgefield requested that the contractor repair the 30" culvert under 56th Place. The City and the contractor agreed to a lump sum price of \$5,505.75. This change order will be to Schedule B which is for the City's stormwater improvements. This change order does not add working days to the contract.	\$ 5,505.75
SUBTOTAL (without sales tax)			\$ 5,505.75
SALES TAX AT _____			\$ -
TOTAL THIS CHANGE ORDER			\$ 5,505.75

CHANGE IN CONTRACT TIMES		
NTP Effective Date 3/31/2023 Original Contract Times (working days) Net Change from Previous Change Order (# days) Contract Times Prior to this CO (calendar days) Net Increase (Decrease) of this Change Order (#) Contract Times with all Approved COs (calendar days) Revised Completion Dates with approved Change Orders	MILESTONE	
	Substantial Completion	Physical Completion
		0
		0
		0
		0
		11/21/2023

CHANGE IN CONTRACT PRICE		
Original Contract Price		\$ 1,810,189.19
Net Increase from Previous Change Orders	No.	\$ 341,469.90
Contract Price Prior to this Change Order		\$ 2,151,659.09
Net Increase of this Change Order		\$ 5,505.75
Contract Price with all approved Change Orders		\$ 2,157,164.84

RECOMMENDED BY:

CONSTRUCTION MANAGER
Date: _____

ACCEPTED BY:

CITY OF RIDGEFIELD
Date: _____

ACCEPTED BY:

OWNER (Authorized Signature)
Date: _____

ACCEPTED BY:

CONTRACTOR (Authorized Signature)
Date: _____

Project: South Junction Sewer Upgrade

Date

7/27/2023

CO #2

30" Concrete Storm Repair

Labor

<u>ID#</u>	<u>Name</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
Foreman	Shayn Hahmeyer	6	\$67.72	\$406.32
Operator	Devin Parrish	6	\$67.72	\$406.32
Laborer	Chris Banford	3	\$52.06	\$156.18
Flagger	2 Flaggers	12	\$48.83	\$585.96
<u>Sub Total:</u>				\$1,554.78
<u>Markup:</u>			<u>29%</u>	\$450.89
<u>Total:</u>				\$2,005.67

Equipment

<u>EQ#</u>	<u>Equipment</u>	<u>HRS</u>	<u>Cost</u>	<u>Total</u>
	Foreman Truck	6	36.53	219.18
	JD 350 Excavator	3	151.86	\$455.58
	JD 544 Loader	3	79.29	\$237.87
	Solo Dump Truck	6	155	\$930.00
<u>Sub Total:</u>				\$1,842.63
<u>Markup:</u>			<u>21%</u>	\$386.95
<u>Total:</u>				\$2,229.58

Material

<u>Item</u>	<u>Description</u>	<u>Measure (CY)</u>	<u>Cost</u>	
	Hydraulic Cement	1	50	\$50.00
	CDF	4	250	\$1,000.00
<u>Sub Total</u>				\$1,050.00
<u>Markup</u>			<u>21%</u>	\$220.50
<u>Total</u>				\$1,270.50

Total Cost:

\$5,505.75



CHANGE ORDER

Clark Regional Wastewater District

CHANGE ORDER NUMBER: 005

DATE: November 13, 2023

PROJECT NUMBER: 26-2020-0040

PROJECT: South Junction Sewer Upgrade

CONTRACTOR: North Cascade Excavating

COR #	Issue #	DESCRIPTION	COST
005	1	The outfall from City's storm system needed to be raised to fit between existing utilities. This required raising the pipes coming into the manhole. The pipe crossing 56th Place no longer had the required 3' of cover so the City requested that ductile iron be used. Also, three of the four inlets were switched from catch basin type 1 to combination inlets. Inlets in sags should be combination inlets to reduce plugging. This change order will be to Schedule B which is for the City's stormwater improvements. This change order does not add working days to the contract.	\$ 10,256.69
SUBTOTAL (without sales tax)			\$ 10,256.69
SALES TAX AT _____			\$ -
TOTAL THIS CHANGE ORDER			\$ 10,256.69

CHANGE IN CONTRACT TIMES		
NTP Effective Date 3/31/2023 Original Contract Times (working days) Net Change from Previous Change Order (# days) Contract Times Prior to this CO (calendar days) Net Increase (Decrease) of this Change Order (#) Contract Times with all Approved COs (calendar days) Revised Completion Dates with approved Change Orders	MILESTONE	
	Substantial Completion	Physical Completion
		0
		0
		0
		0
		11/21/2023

CHANGE IN CONTRACT PRICE		
Original Contract Price		\$ 1,810,189.19
Net Increase from Previous Change Orders	No.	\$ 346,975.65
Contract Price Prior to this Change Order		\$ 2,157,164.84
Net Increase of this Change Order		\$ 10,256.69
Contract Price with all approved Change Orders		\$ 2,167,421.53

RECOMMENDED BY:

CONSTRUCTION MANAGER
Date: _____

ACCEPTED BY:

OWNER (Authorized Signature)
Date: _____

ACCEPTED BY:

CITY OF RIDGEFIELD
Date: _____

ACCEPTED BY:

CONTRACTOR (Authorized Signature)
Date: _____



428 N Pekin Rd, Woodland, WA 98674
 Phone: 360-946-2524
 Fax: 800-764-8150
 WA# NORTHCE798C
 OR CCB# 236926
www.nce.us

Change Order

Submitted to: Clark Reg. WW District
 Job Name: South Junction Sewer
 Job Location: 56th Place
 Ridgefield, WA

Date: 10/23/2023
 Attention: Tim Shell/Tom Grange
 Email: tgrange@crwwd.com
 Change Order: 9
 Phone: 360-953-9209

Description of Change of Work:

This Change Order 9 is provided to cover the cost for

- Placing CDF around the storm pipe at the discharge side of Storm Manhole #1 due to existing water and communication utilities.
- Changing the storm main in 56th Pl. from PVC to Ductile Iron (due to changes in design of storm main).
- Changing storm inlets from standard grates to hooded frame and grates. The originally purchased will be provided to the City of Ridgefield at original cost.

	Description	Qty	Unit	\$/Unit	Total Price
1	Labor (additional work to cut/install DI and inlets - estimating 1 hr entire crew)	5.0	HR	\$ 67.68	\$ 338.40
2	Pickup/Delivery of DI Pipe/Castings (2-locations)	3.0	HR	\$ 67.68	\$ 203.04
3	New Castings (to be reimbursed by City - vendor honoring	3.0	EA	\$ 659.00	\$ 1,977.00
4	Originally Designed Castings to be provided to City for their Inventory (no cost as we will be paid the full amount on the line item plus the cost of the new).	3.0	EA	\$ -	\$ -
5	DI Pipe	80.0	LF	\$ 75.36	\$ 6,028.80
TOTALS					
				Subtotal:	\$ 8,547.24
				Markup (20%)	\$ 1,709.45
	No tax on City stormwater work.			Sales Tax 8.7%:	\$ 892.33
				Grand Total:	\$ 11,149.02
					\$10,256.69



CHANGE ORDER

Clark Regional Wastewater District

CHANGE ORDER NUMBER: 006

DATE: November 15, 2023

PROJECT NUMBER: 26-2020-0040

PROJECT: South Junction Sewer Upgrade

CONTRACTOR: North Cascade Excavating

COR #	Issue #	DESCRIPTION	COST
006	1	The District and the contractor agree to delay construction of the pedestrian trail until weather and ground conditions are more conducive. The City of Ridgefield was involved in the decision to delay the trail and requested that repaving 56th Place be given priority. The contractor agrees to construct the trail as soon as reasonably possible in Spring/Summer of 2024 and promptly complete the work. The trail will be physically complete by June 30, 2024.	NO COST
	2	The District and the contractor agree to delay final grading and seeding of the Port of Ridgefield's stormwater facilities until weather and ground conditions are more conducive. Final grading of the Port's stormwater facility at the east end of the project could not be completed successfully after the rain started and the pond filled. This work will be completed in July or August of 2024. The water quality seeding will be done after the grading is completed and in accordance with the planting dates in the specifications (September 1 to October 1) or as approved by the Engineer. The stormwater facilities will be physically complete by September 15, 2024.	NO COST
		This is a no cost change order. No cost to the District or City for NCE remobilizing next year and no liquidated damages against NCE for not completing the work within the contract time.	
SUBTOTAL (without sales tax)			\$ -
SALES TAX AT 8.70%			\$ -
TOTAL THIS CHANGE ORDER			\$ -

CHANGE IN CONTRACT TIMES		
NTP Effective Date 3/31/2023 Original Contract Times (working days) Net Change from Previous Change Order (# days) Contract Times Prior to this CO (calendar days) Net Increase (Decrease) of this Change Order (#) Contract Times with all Approved COs (calendar days) Revised Completion Dates with approved Change Orders	MILESTONE	
	Substantial Completion	Physical Completion
	See completion dates above.	

CHANGE IN CONTRACT PRICE		
Original Contract Price		\$ 1,810,189.19
Net Increase from Previous Change Orders	No.	\$357,232.34
Contract Price Prior to this Change Order		\$ 2,167,421.53
Net Increase of this Change Order		\$ -
Contract Price with all approved Change Orders		\$ 2,167,421.53

RECOMMENDED BY:

CONSTRUCTION MANAGER

Date:

ACCEPTED BY:

CITY OF RIDGEFIELD

Date:

ACCEPTED BY:

OWNER (Authorized Signature)

Date:

ACCEPTED BY:

CONTRACTOR (Authorized Signature)

Date:

South Junction - City of Ridgefield Stormwater Added Costs		
Original Bid	\$ 51,555.00	
Changes to Trench Restoration quantities	\$ -	
Total (no tax on stormwater)	\$ 51,555.00	
Approved Stormwater Change Orders		
Removing Soil from West Pond	\$ 7,000.00	CO 002
Repair of 30" Culvert	\$ 5,505.75	CO 004
Revisions to Storm System in 56th Place	\$ 10,256.69	CO 005
Total (no tax on stormwater)	\$ 22,762.44	
50% of Cost of Impacts from Leaking City Culvert	\$ 29,000.00	CO 003
Total City Stormwater Costs	\$ 103,317.44	

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Motion - approval of conveying a sanitary sewer easement to Clark Regional Wastewater District across City property

GOVERNING LEGISLATION

Chapter 35 RCW Cities and Towns
Chapter 39.34 RCW Interlocal Cooperation Act

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

In order to provide sanitary sewer service for Phase 6 of the Seven Wells subdivision, known as "The Reserve at Seven Wells", a sanitary sewer extension needs to be built. The alignment would cross open space land owned by the City of Ridgefield (Parcels 986048-977, 986044-329; Open Space Tracts 'B' and 'N' for the Seven Wells Estates Planned Unit Development). The sanitary sewer line would be owned and operated by Clark Regional Wastewater District (CRWWD). An easement through the City-owned open space property is necessary for the purpose of "constructing, installing, reconstructing, repairing, operating and maintaining a sanitary sewer and the grantee and its agents and contractors shall have the right to enter upon the premises for such purposes."

As this is an interagency transaction, Council approval is needed to grant and execute the easement.

BUDGET/FINANCIAL IMPACTS:

There is no cost to the City. CRWWD would compensate the City \$1.00 for the easement.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to approve the granting of a sanitary sewer easement across City Open Space property to Clark Regional Wastewater District for the purposes of providing for a sanitary sewer extension to serve the Reserve at Seven Wells subdivision."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. CRWWD Sanitary Sewer Easement_Seven Wells PUD

AFTER RECORDING RETURN TO:
Clark Regional Wastewater District
PO Box 8979
Vancouver, WA 98668-8979

SEWER EASEMENT

Legal Description: Seven Wells Estates Pud PH1, 4 Tract N & B NW¼ Section 28 T 4 N R 1 E WM

Assessor's Tax Parcel ID 986048977, 986044329

THE GRANTOR CITY OF RIDGEFIELD for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, bargain, sell and convey to **Clark Regional Wastewater District**, an easement over, under and across the following described real estate in Clark County, Washington, to-wit:

A portion of Tax Lots Seven Wells Estates Pud PH1, 4 Tract N & B, Serial Numbers 986048-977 & 986044-329 located in the NW ¼ Section 28, Township 4 North, Range 1 East of the Willamette Meridian, as further described in the attached Exhibit A; and further shown in the attached Exhibit B.

This easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining a sanitary sewer and the grantee and its agents and contractors shall have the right to enter upon the premises for such purposes. The easement area herein conveyed shall be restored to its present condition. Said restoration to be commenced immediately upon completion of the project.

In addition, the grantors hereby grant to the grantee temporary right-of-way -0- feet in width along the ----- side of the easement described above for the purpose of piling dirt, moving, placing and using equipment and supplies, and other necessary operation for and in connection with the initial construction of the sanitary sewer.

The GRANTOR, on behalf of themselves and all successors in interest, agree and covenant to obtain written consent from Clark Regional Wastewater District prior to causing or allowing any form of construction upon the permanent easement areas described above.

DO NOT WRITE ABOVE THIS LINE

FULL NAME

Title

State of Washington)

:

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument, on oath stated that _____ 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.

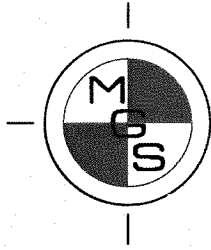
Date _____

Notary Public in and for the State of _____

residing at _____

My Commission expires _____

DO NOT WRITE BELOW THIS LINE

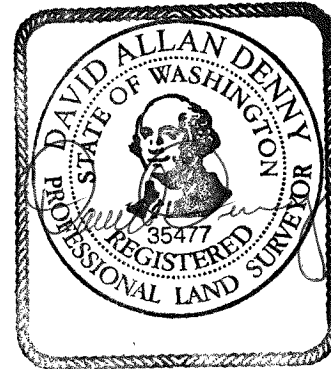


MINISTER-GLAESER SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

May 4, 2023

EXHIBIT “ A ”



SANITARY SEWER EASEMENT:

An easement for the purpose of operation and maintenance of a Sanitary sewer line and appurtenances over under and across a strip of land in a portion of the “Seven Wells Estates PUD Subdivision phase 4” according to the plat thereof recorded in Book 312 of Plats at Page 003 records of Clark County, and a portion “Seven Wells Estates PUD Subdivision phase 1” according to the plat thereof recorded in Book 311 of Plats at Page 993 records of Clark County of Washington, in a portion of the Northeast quarter of the Northwest quarter of Section 28, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, being 25.00 feet in width more particularly described as follows:

Beginning at the Northwest corner of Lot 260 of said “Seven Wells Estates PUD Subdivision phase 4”;

Thence South $00^{\circ}13'01''$ West, along the West line of said Lot 260, 14.57 feet;

Thence North $68^{\circ}43'17''$ West, 219.16 feet, to the West line of Tract “B” of said “Seven Wells Estates PUD Subdivision phase 1”;

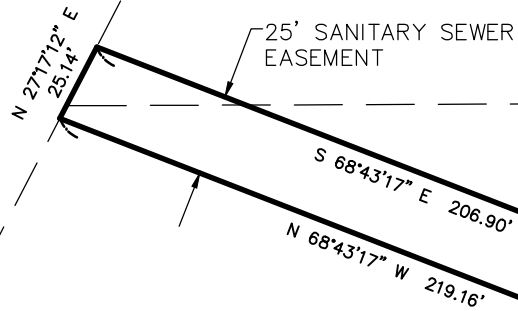
Thence North $27^{\circ}17'12''$ East, along the West line of said Tract “B” and the West line of Tract “N” of said Seven Wells Estates PUD Subdivision phase 4” 25.14 feet;

Thence South $68^{\circ}43'17''$ East, 206.90 feet, to the West line of Lot 259 of said “Seven Wells Estates PUD Subdivision phase 4”;

Thence South $00^{\circ}13'01''$ West, along West line of said Lot 259, 12.22 feet to the POINT OF BEGINNING.

"SEVEN WELLS ESTATES PUD
SUBDIVISION PHASE 4"
(312-03)

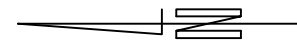
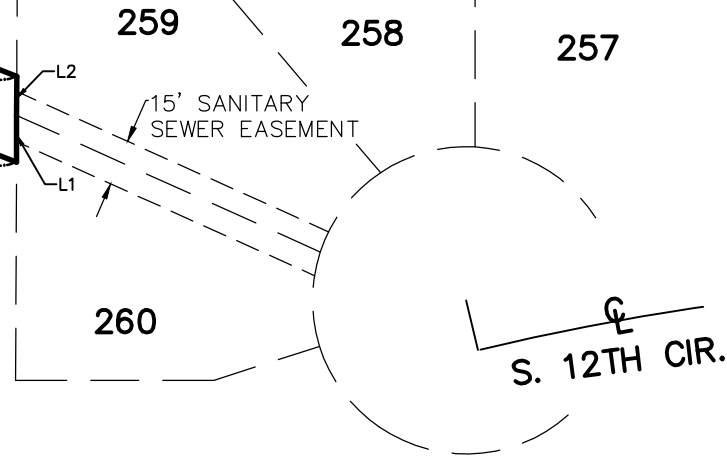
OPEN SPACE TRACT 'N'
OWNED BY THE CITY OF RIDGEFIELD



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°13'01" W	14.57'
L2	S 00°13'01" W	12.22'

"SEVEN WELLS ESTATES PUD
SUBDIVISION PHASE 1"
(311-933)

OPEN SPACE TRACT 'B'
OWNED BY THE CITY OF RIDGEFIELD



SCALE: 1"=60'
JOB NO. 22-434
DATE: 05-04-23
DWG FILE: 22434SAN
DRAWN BY: DAD
SHEET: 1 OF 1



EXHIBIT "B"
SANITARY SEWER EASEMENT

MINISTER-GLAESER
SURVEYING, INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Approval of Resolution No. 638 - Marrett Hills Estates Intent to Annex

GOVERNING LEGISLATION

RCW 35A.14 - Annexation by Code Cities

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

See attached staff report.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

To accept the intent to annex:

"I move to approve Resolution No. 638 as presented"

OR

"I move to approve Resolution No. 638 as geographically modified to include ____."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Staff Report

RESOLUTION NO. 638

A RESOLUTION ACCEPTING A NOTICE OF INTENT TO ANNEX APPROXIMATELY 10.04 ACRES IDENTIFIED AS THE MARRETT HILLS ESTATES ANNEXATION AREA LOCATED ADJACENT TO THE BORDER OF THE CITY OF RIDGEFIELD

WHEREAS, a Notice of Intent to Annex was filed with the City of Ridgefield on November 1, 2023 containing signatures representing owners of 100 percent of the assessed valuation of the property in accordance with §35A.14.120 of the Revised Code of Washington; and

WHEREAS, the City Council of the City of Ridgefield has considered a Notice of Intent and 10% petition to annex approximately 10.04 acres consisting of Clark County Assessor's Parcel No. 216698000 located near NW Carty Road (referred to as the Marrett Hills Estates annexation area) into the City of Ridgefield; and

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

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

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

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

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

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

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

-
Section 1. The City Council hereby authorizes the circulation of a petition for annexation for the Marrett Hills Estates annexation area.

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

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

Comprehensive Plan.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON
THIS 11th DAY OF JANUARY, 2024.

CITY OF RIDGEFIELD

Jennifer Lindsay, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss
City Clerk

Attachment A: Marrett Hills Estates Annexation Area



COMMUNITY DEVELOPMENT DEPARTMENT

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

Resolution No. 638: Marrett Hills Estates Intent to Annex Staff Report

Files No. MASTER-23-0061, PLZ-23-0099

January 11, 2024

I. Basic Facts

Council date: January 11, 2024

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

Application date: On November 21, 2023 the City received the Franck Intent to Annex application. On November 22, 2023 staff found the application technically complete.

Applicant: Beth Garrett. PO Box 227 / Yacolt, WA 98675. Contact: 360.600.0556, beth@rgprobuiders.com

Applicant's Representative: Same as applicant.

Owner: Same as applicant.

Property Information: 2607 NW Carty Road / Ridgefield, WA 98642. #29 SEC 33 T4N R1EWM Assessor's #216698000, 10 acres

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

Comprehensive Plan Designation: Urban Low (UL)

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

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

II. Documents Received

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

III. Property Information

The Intent to Annex includes one parcel off of NW Carty Road. The parcel is in the Ridgefield Urban Growth Area (UGA) and is contiguous with the existing Ridgefield City limits to the east. Therefore, the parcel is eligible for annexation. The property information is as follows:

Property Owner	Legal	Square Feet	Acres	2023 Assessed Taxable Property Value for 2024 Taxes	Site Address
MARREET HOLDINGS LLC	#29 S33 T4N R1E WM, Assessor's #216698000	437,342	10.04	\$93,244.00	None

Figure 1. Vicinity Map

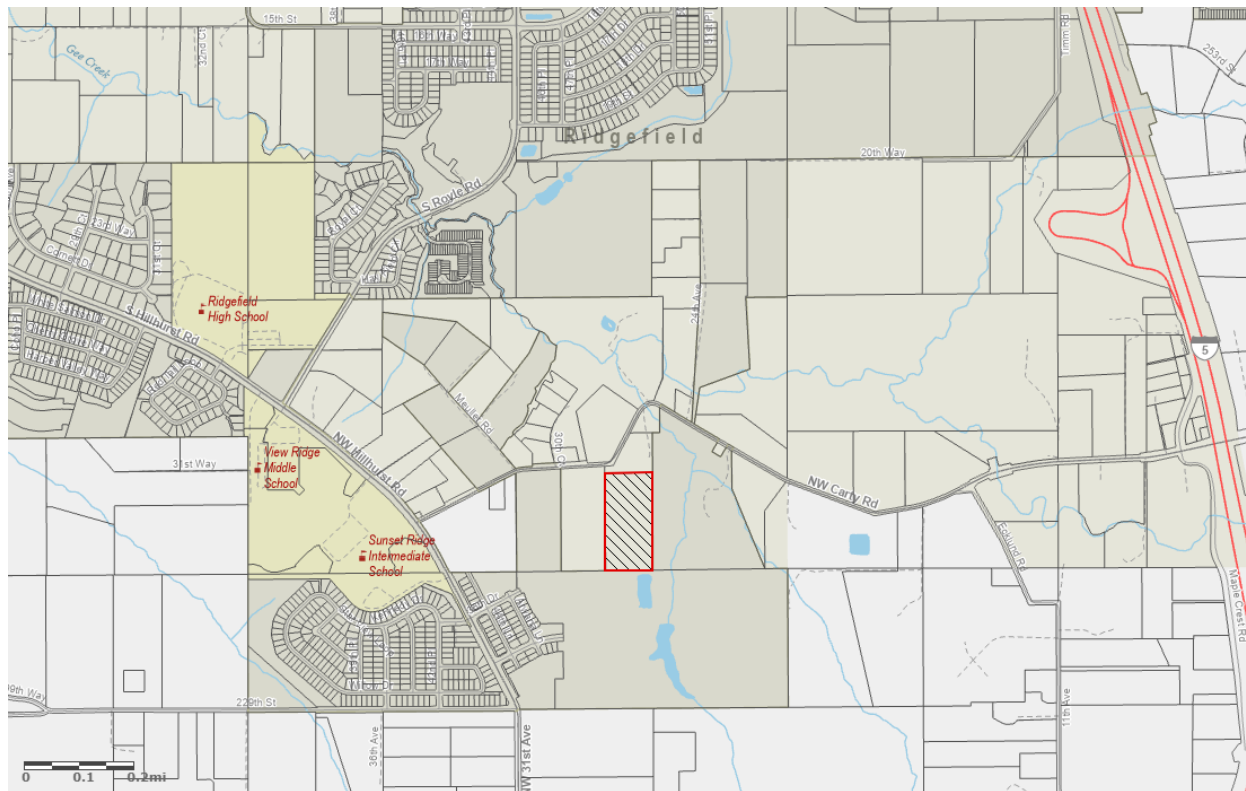
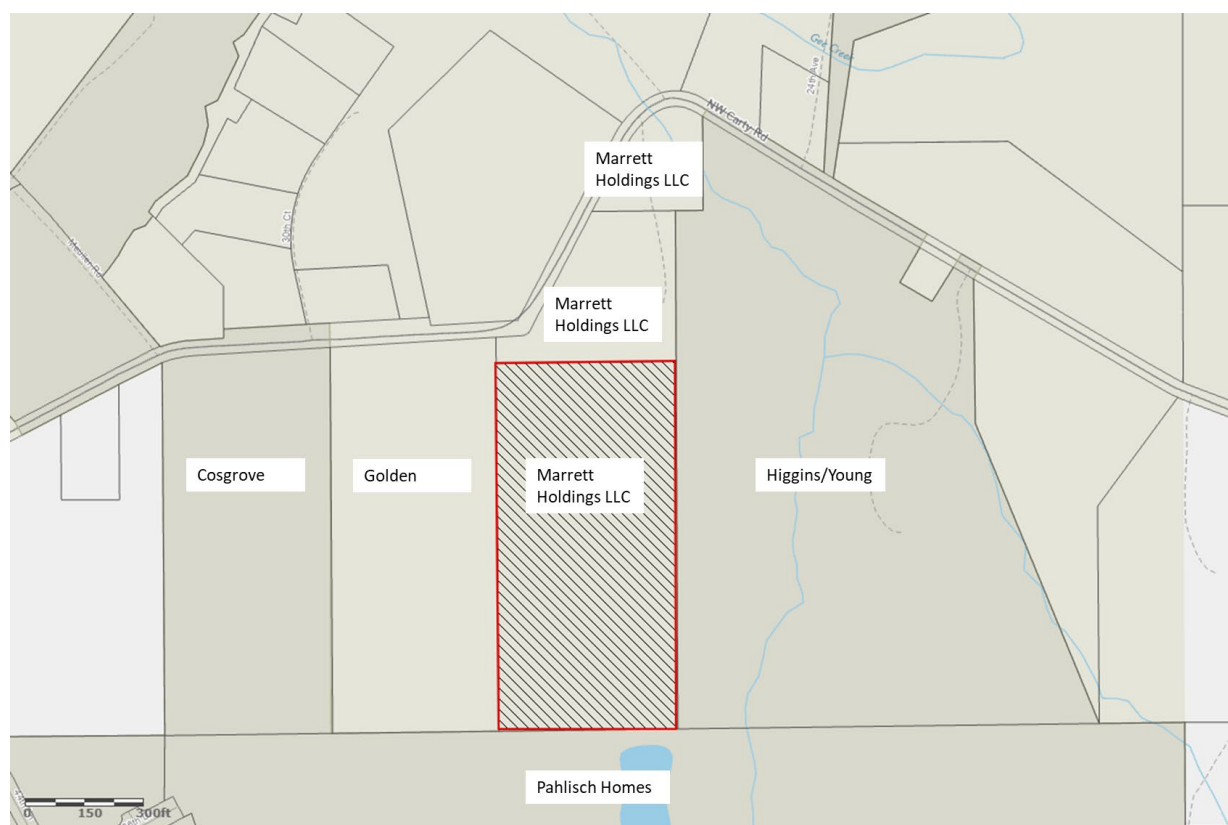


Figure 2. Site Map



IV. Zoning and Development

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

Per the applicant's introductory statement: "We would like to request to annexation into the city of Ridgefield, as neighboring properties already are for future development potential."

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

V. Direct Petition Method

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

VI. Procedure

At this meeting, City Council will determine:

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

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

- 60% Notice of Petition to Annex: The applicant shall secure the signatures of the property owners holding a minimum of 60% of the total value of the area proposed for annexation;
- Petition to Annex Application: The applicant shall submit a complete Petition to Annex application to the city;
 - Public Services: In the application, the applicant shall demonstrate that there are adequate public services available to serve the annexation area;
 - Survey: In the application, the applicant shall include a survey map and legal description of the entire annexation area including adjacent right-of-way not yet in the City limits.
- Certification of Sufficiency: The City shall send the 60% petition to Clark County for review of legal description and to obtain a Certification of Sufficiency;
- SEPA: The city shall prepare and circulate a SEPA DNS for rezoning the properties consistent with the RUACP;
- Council Hearing: City Council shall conduct a public hearing on the Notice of Petition to Annex;
- Council 2nd reading: City Council shall hold a 2nd reading to determine whether the city will accept or reject the Notice of Petition to Annex;
- Ordinances: The city shall adopt an ordinance annexing certain lands, adopt a zoning ordinance for the annexed area, and forward the ordinance(s) to the Clark County Assessor's Office, State Department of Revenue, State Department of Commerce, and State Office of Financial Management; and
- Census: The City Clerk shall report population increases to census reporting agencies.

VII. Motion:

To accept the Intent to Annex: "I move to adopt Resolution No. 638 as presented" OR "I move to adopt Resolution No. 638 as geographically modified to include ____."

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Motion - Approval of the 2023-2025 Department of Commerce Climate Planning Grant in the Amount of \$173,002.62

GOVERNING LEGISLATION

HB 1181 - Improving the state's response to climate change by updating the state's planning framework

RCW 36.70A - Growth management

PREVIOUS COUNCIL ACTION TAKEN:

None related to the Commerce Climate Planning Grant. Council approved an interlocal agreement between Clark County and its constituent cities and town (less Vancouver) for the purpose of coordinated climate planning on November 16, 2023. Ridgefield's share of the work to be performed under the interlocal agreement is included in the grant scope and budget.

SUMMARY/BACKGROUND:

HB 1181 requires jurisdictions planning under the Growth Management Act to include a climate element in their periodic comprehensive plan amendments. The climate element must include climate resiliency and greenhouse gas reduction subelements. Commerce made grant funding available to jurisdictions for climate planning performed from July 1, 2023 through June 30, 2029. Under the grant program, \$500,000.00 is available to Ridgefield across this six-year period. Staff submitted a scope and budget for \$173,002.62 for the 2023-205 biennium. This amount is to cover coordinated baseline climate data collection and analysis with Clark County and its constituent jurisdictions, and the development of climate goals, policies, and implementation tailored to Ridgefield's needs. Staff will be able to apply to Commerce for the remainder of the \$500,000.00 at the 2025-2027 biennium and the 2027-2029 biennium.

BUDGET/FINANCIAL IMPACTS:

Additional \$173,002.62 from Commerce for climate planning under the Growth Management Act.

RECOMMENDED ACTION OR MOTION:

To accept the grant:

"I move to approve the 2023-2025 Department of Commerce Climate Planning Grant in the Amount of \$173,002.62."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Draft Grant Contract



Interagency Agreement with

City of Ridgefield

through

Growth Management Services

**Contract Number:
24-63610-153**

For

2023-2025 Climate Planning Grant

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63610-153

**Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant**

1. Contractor City of Ridgefield PO Box 608 Ridgefield, WA 98642		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Claire Lust claire.lust@ridgefieldwa.us		4. COMMERCE Representative Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$173,002.62	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date July 1, 2023	8. End Date June 30, 2025
9. Federal Funds (as applicable) N/A		Federal Agency: N/A <u>ALN</u> N/A	
10. Tax ID # N/A	11. SWV # SWV0017111-00	12. UBI # 064-000-009	13. UEI # N/A
14. Contract Purpose For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Budget.			
FOR CONTRACTOR <insert name>, <insert title> Signature Date		FOR COMMERCE <insert name>, <insert title> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

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

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred seventy-three thousand two dollars and sixty-two cents (\$173,002.62)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-153. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

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

Disallowed Costs

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

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments A) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

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

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

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

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

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

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

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

Attachment A: Scope of Work and Budget

Task	Anticipated completion date	Budget	Deliverables	Notes
1. GHG Reduction Initial Work				Scope and budget for Tasks (1)-(3) defined in an interlocal agreement with Clark County. To be completed by the County's consultant team in coordination with County and City staff.
1.1 GHG emissions inventory	6/30/2024	\$ 15,529.25	GHG inventory report	
1.2 VMT per capita study/evaluation	6/30/2024	\$ 2,474.28	VMT study	
1.3 GHG emission and VMT reduction target setting support	7/31/2024	\$ 7,432.13		
2. Resiliency Initial Work				
2.1 Documentation of approach	3/31/2024	\$ 2,500.00	Summary memo	
2.2 Exploration of climate impacts	10/31/2024	\$ 3,750.00	Summary report	
2.3 Audit summary	4/30/2024	\$ 1,250.00	Summary report	
2.4 Vulnerability and risk assessment	10/31/2024	\$ 4,375.00	Summary report	

3. Project management for Tasks (1) and (2)	10/31/2024	\$ 2,691.96		
Subtotal		\$ 40,002.62		
4. Local analysis of County-wide baseline findings	8/30/2024	\$ 13,000.00	Summary memo reviewing County analysis.	Tasks (4)-(10) to be completed by the City's consultant team led by WSP in coordination with City staff.
5. Community engagement related to the GHG reduction and resiliency subelements.	6/30/2025	\$ 40,000.00	Summary report; climate planning outreach materials for advisory group meetings and open houses; coordination and planning for County-led climate activity meeting; an additional advisory group meeting and an additional Council workshop re: draft policies.	
6. Develop GHG reduction goals and policies, to be woven through other required elements.				
6.1 Draft goals and policies	11/31/2024	\$ 11,000.00	Draft subelement language	
6.2 Final goals and policies	2/31/2025	\$ 4,000.00	Final subelement language, adopting ordinance	

7. Develop resiliency goals and policies, to be woven through other required elements.				
7.1 Draft goals and policies	11/31/2024	\$ 11,000.00	Draft subelement language	
7.2 Final goals and policies	2/31/2025	\$ 4,000.00	Final subelement language, adopting ordinance	
8. Develop GHG reduction metrics and implementation plan.	5/30/2025	\$ 15,000.00	Customized metrics and implementation actions.	
9. Develop resiliency metrics and implementation plan.	5/30/2025	\$ 15,000.00	Customized metrics and implementation actions.	
10. Project management related to the GHG reduction and resiliency subelements.	6/30/2025	\$ 20,000.00		
Subtotal		\$ 133,000.00		
Total		\$ 173,002.62		

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Motion - Selection of Art for Ridgefield Roundabout Red and Roundabout Rosé Wine Label

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

In 2018 and 2022, selection of artwork for the first two batches of Ridgefield Roundabout Red.

SUMMARY/BACKGROUND:

In 2015, the City launched a campaign in support of the growing wine scene. Marechal Foch grapes were planted in the roundabouts leading into Ridgefield. In 2018, the first bottles of *Ridgefield Roundabout Red™* wine were produced.

It is the intent that each batch of wine produced from the grapes in the roundabouts will showcase unique artwork created by a local artist specifically and solely for the wine label. In 2018 and again in 2022, the City partnered with the Ridgefield Art Association on a Call to Artists for artwork, and City Council selected artwork for each batch.

Currently, 14 Acres Vineyard and Winery is in the final stages for two batches of wine: a red and the first Ridgefield Roundabout Rose. So, it is time to select artwork for each batch. A Call to Artists opened on November 1, 2023. Nineteen pieces of artwork were submitted by 13 artists. Artists were asked to submit original artwork that invokes a sense of place for what it means to be in Ridgefield and does not include the name of the wine. The artwork has been reviewed and narrowed to three finalists for each the red and rose wines. Council now has the opportunity to select and approve the artwork for both the Ridgefield Roundabout Red and Ridgefield Roundabout Rose.

To protect the integrity of the selection process and assure no bias, or perception of bias, the names of the artists will not be available to City Councilmembers until following the final selection.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

For the Ridgefield Roundabout Red:

"I move to approve the artwork submitted by Artist #____, for the Ridgefield Roundabout Red."

For the Ridgefield Roundabout Rose:

"I move to approve the artwork submitted by Artist #____, for the Ridgefield Roundabout Rose."

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS:

1. Final Wine Label Art Selection.2023



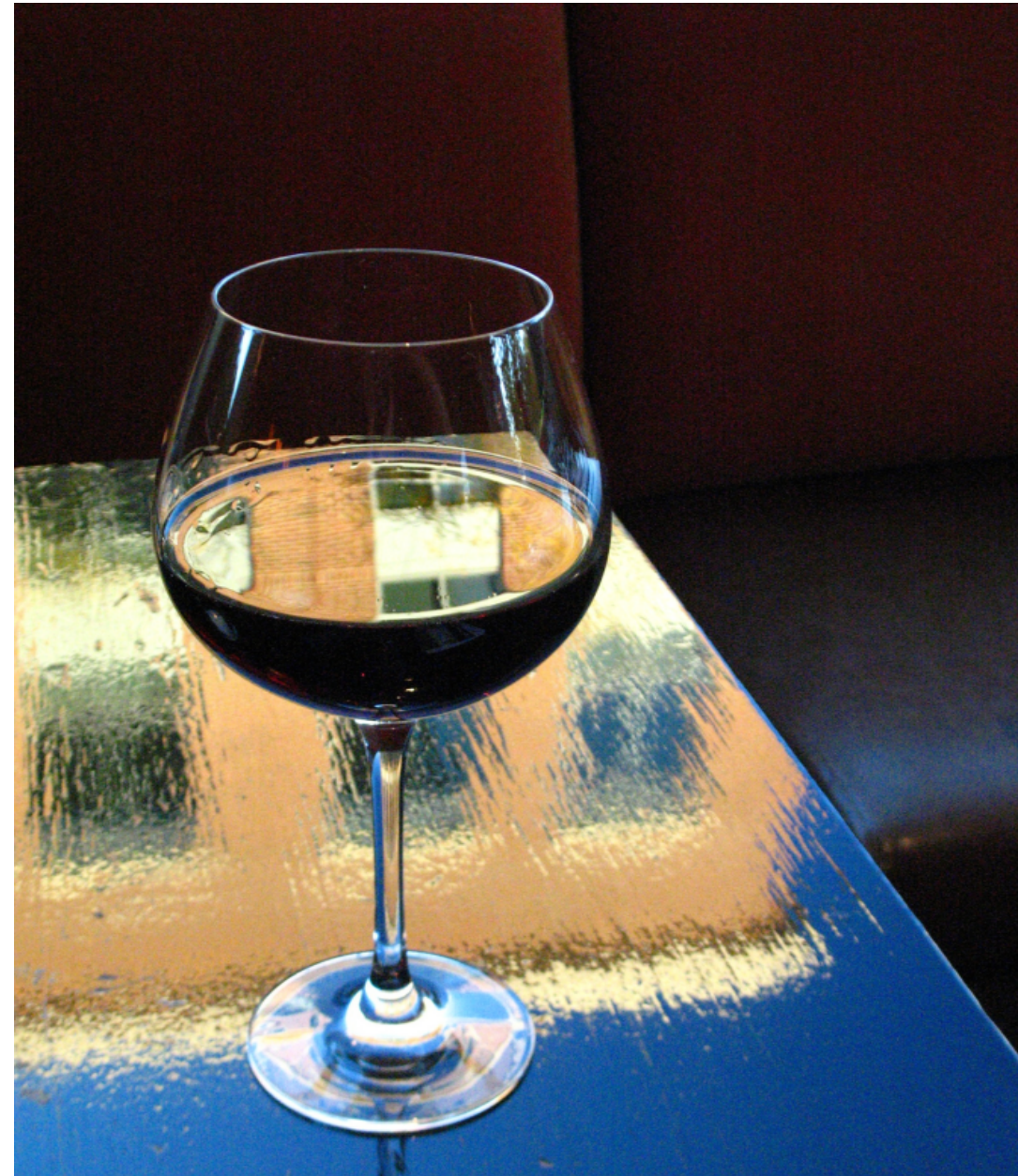
Art Selection

WINE LABELS

RIDGEFIELD ROUNDAABOUT RED



Artist #1



A good glass of wine often invites reflection. This photograph captures the essence of that notion where the building is captured seamlessly in both the table surface and the wine glass. This is not the result of any digital manipulation (e.g. Photoshop) yet rather an in the moment capture of the image in "the moment of seeing."



Artist #2



I am including a pen and ink drawing of a heron. Earlier this year I took a fall and broke a bone in my back, while not debilitating the pain was great and I had to be down a lot. I took inspiration from the herons at the Ridgefield

Wildlife refuge and comfort in the hours of detail work surrounding this type of artwork. I hope you enjoy.



Artist #3



This artwork is a watercolor painting. I was trying to get the essence of the roundabout itself which is why the art is in the shape of a sign with the black line and yellow background.



Select Wine Label Artwork for Ridgefield Roundabout Red



ARTIST #1



ARTIST #2



ARTIST #3



RIDGEFIELD ROUNDAABOUT ROSE



Artist #A



This piece of artwork is done in watercolor representing a fun frolicking picnic in Ridgefield in the park with the roundabout grapes, cheese, bread and wine from the grapes produced in the roundabout. Just picture a warm sunny day with ladies in their sun bonnets, children playing on the waterfront and wildlife in the preserve all enjoying a warm sunny summer day.



Artist #B



I titled this artwork table grapes. It is an acrylic. Thank you for your consideration.



Artist #C



My inspiration for this piece comes from the vibrant colors around Ridgefield this fall, especially in the Wildlife Refuge. It is done in watercolor and although I didn't use one specific scene, the riot of colors we had this fall are definitely showcased here.



Select Wine Label Artwork for Ridgefield Roundabout **Rose**



ARTIST #A



ARTIST #B



ARTIST #C



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: January 11, 2024

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1418 - Amendment to Development Agreement with Costco Wholesale Corporation

GOVERNING LEGISLATION

RCW 36.70B.170.

PREVIOUS COUNCIL ACTION TAKEN:

Ordinance No. 1376, passed November 17, 2022.

SUMMARY/BACKGROUND:

A development agreement (“DA”) was adopted through ordinance No. 1376 by the Ridgefield City Council in November of 2022. The DA assured that a proposed Costco retail warehouse in Ridgefield provided necessary infrastructure to the site and enhanced the design of the site and building to provide a more iconic and context sensitive site and building design. In return for these provisions, the developer received a reduction in fees associated with the development to account for the economic value created by a Costco retail warehouse and increased expense to Costco of providing such improvements. Those reductions in fees were contemplated as part of a separately passed Economic Catalyst Program application.

Since adoption of the DA, Costco developers have submitted site plan and building applications, and conducted significant site work to prepare the site for a Ridgefield retail warehouse.

However, contained within the adopted DA was a Termination Clause (Section 7). The termination clause stated that “if Developer has not closed on the acquisition of the Property by 5:00 p.m. Pacific time on Friday, December 29, 2023, this Agreement shall automatically terminate.”

On December 8, 2023, City Staff were contacted by Costco Wholesale Corporation to seek a 60-day extension to the DA, for Costco to complete the acquisition of property necessary for their retail warehouse. The delay was due to Costco’s property acquisition being tied to acquiring all necessary permits assuring successful completion of the project. Due to the 14-day notification requirement prior to holding a public hearing on this request, AND the fact that the City Council’s regular meetings in December were the 7th and 21st, action could not be taken on the request before the automatic termination clause took effect.

Thus, the action being requested of the City Council is to consider a “new” Development Agreement with the only term differing from previously adopted DA being a revised Section 7 Termination date of February 29, 2024.

BUDGET/FINANCIAL IMPACTS:

N/A (budget/financial impacts are addressed in Economic Catalyst Program application).

RECOMMENDED ACTION OR MOTION:

Staff recommends Council hold a public hearing for Ordinance No. 1418.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

1. Costco DA 1-11-2024_Mtg

ORDINANCE NO. 1418

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON APPROVING A DEVELOPMENT AGREEMENT WITH COSTCO WHOLESALE CORPORATION FOR DESIGN STANDARDS AND REVIEW MANAGEMENT

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 and Costco Wholesale Corporation entered into a Development Agreement pursuant to RCW 36.70B.170 on November 17, 2022; and

WHEREAS, the City/Costco Development Agreement required that Costco complete acquisition of property by December 29, 2023, or the Agreement would automatically terminate; and

WHEREAS, Costco is currently finalizing ownership of property within the City of Ridgefield for the retail warehouse; and

WHEREAS, Costco and the City have shown substantial progress with necessary site improvements and permitting for the Costco retail warehouse; and

WHEREAS, Costco contacted City Staff on December 8, 2023, seeking a 60-day extension of the termination clause in order to complete property acquisition for the Ridgefield retail warehouse; and

WHEREAS, City public hearing notification requirements and Council Meeting schedules did not allow for Costco's request to be considered prior to December 29, 2023;

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 re-approve the November 2022 Development Agreement with property owners to allow time for property acquisition to be finalized.

Section 2. **Development Agreement Approved With New Termination Date.** The City Council for the City of Ridgefield hereby approves the Development Agreement attached hereto as Exhibit "A" and authorizes the City Manager to execute the Agreement substantially in the form attached and to take such other actions as may be necessary to effect this Agreement.

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

Section 4. **Severability.** Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal

entities, or circumstances is not affected.

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS _____ DAY OF January 2024.

CITY OF RIDGEFIELD

Mayor, Jennifer Lindsey

ATTEST:

Julie Ferriss
City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Public Hearing:
First reading:
Second Reading/Passage:
Date of Publication:
Effective Date:

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

City of Ridgefield
Attn: Steve Stuart
230 Pioneer St./P.O. Box 608
Ridgefield, WA 98642-0608

RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): COSTCO WHOLESALE CORPORATION

GRANTEE: CITY OF RIDGEFIELD, WASHINGTON

ABBREVIATED LEGAL DESC: Located in the Northeast & Northwest¼ of Section 21
Township 4 North, Range 1 East, Willamette Meridian

FULL LEGAL DESCRIPTION: See **Exhibit A** To This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER: 214038000

REFERENCE NUMBER OF
RELATED DOCUMENTS: N/A

DEVELOPMENT AGREEMENT

Effective Date: Date of mutual execution of this Agreement by the Parties, subject to termination as set forth in Section 7 and Section 9 hereof.

PROPERTY

The real property subject to this Agreement is legally described on **Exhibit A** attached hereto (hereafter, the "**Property**"). The Property described in **Exhibit A** is part of a larger assemblage of properties contemplated in the Union Ridge Town Center Master Plan.

PARTIES

COSTCO WHOLESALE CORPORATION, a Washington corporation (hereafter "**Developer**"), which has entered into an agreement to purchase the Property.

The CITY OF RIDGEFIELD, a Washington municipal corporation (hereafter "**City**"), which is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Developer, and the City, as defined in this agreement, are collectively referred to herein as the "**Parties**".

AUTHORITIES

Whereas, the Parties are authorized to enter this 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

- A. Developer has entered into an agreement to purchase the Property described in **Exhibit A** attached hereto, comprising a total of approximately 17 acres.
- B. The City recognizes the catalytic effect Developer's project could create for local tax revenue and service-delivery to residents; and seeks to work with Developer to maximize benefit and impact of Developer's project.
- C. Developer and the City have agreed that due to the location (at a highly visible gateway to Ridgefield) and scope of the proposed development on the Property, it would benefit the project and the public to provide enhanced building and site features that create an iconic design and satisfy the City Commercial Design Standards in RDC 18.230. The proposed design enhancements are depicted on **Exhibit B** attached hereto.
- D. Developer and the City have agreed that due to the location and scope of the proposed development on the Property, the Parties and community would be best served by implementing project-specific review using a designated project manager to assure quality and timeliness of process and results.
- E. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. DEVELOPER'S OBLIGATIONS

Developer is signing this Agreement as the contract purchaser of the Property. No other developer or owner of the Property shall have any rights or obligations under this Agreement. The rights and obligations of Developer hereunder are deemed to be binding upon, and assumed by, Developer.

2. COMMERCIAL DESIGN STANDARDS

The City has determined that due to the unique nature of Developer's project, it is in the community's interest to work directly with Developer on site and building design that meets the intent of the City's Commercial Design Standards in RDC 18.230. Thus, the City shall deem the site and building plan submitted as **Exhibit B** to this Agreement as generally meeting the requirements of RDC 18.230. However, Developer and City agree that formal review shall still be necessary to assure the design elements of **Exhibit B** are implemented through legally required site and building review processes.

3. ECONOMIC CATALYST PROGRAM

In order to recognize the economic impact of the Developer's project on the surrounding area, including (but not limited to) creating additional job development, increasing direct and indirect local sales tax revenue, increasing property values, and attracting additional investment in the vicinity of the Developer's project, as well as the increased investment associated with enhanced site and building design specified in **Exhibit B**, the City Council has approved the fee reductions or eliminations authorized by the Economic Catalyst Program. Under the Costco Economic Catalyst Program, the total fee reduction for Costco at Union Ridge Town Center shall be either \$2.5 million or the total amount of fees owed, whichever is less. Fees subject to this section are those established in the Land Use Planning Permits, Building Permits, and Public Works Permits sections of the adopted City of Ridgefield master fee schedule, as well as Traffic Impact Fees (TIF). The following exceptions apply:

The City does not have the legal authority to waive water system development charges (SDC).

The City does not have the authority to waive the Washington State Building Code Council (WSBCC) surcharge.

The City does not have the authority to waive any fees collected by outside agencies.

4. PROJECT MANAGEMENT

Due to the scope and location of the Developer's project, the City shall make available a project manager to provide customer focused service for the development, ensuring quality process and result. The project manager will be the central point of contact for the Developer and will be responsible for leading review of the Developer's project from inception to occupancy. The project manager's work will include but not be limited to: issue resolution, reduction in process uncertainty, coordination with City departments and relevant partner agencies, public outreach, enhanced plan review and construction schedule predictability, project troubleshooting, and regular project team meetings including pre-construction and construction.

5. 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 site and building design are generally not a serious threat to public health and safety but the impact of congestion or environmental impact 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.

6. 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.

7. TERMINATION

This Agreement may be terminated by a mutual agreement of the Parties in writing, which will be recorded. Further, and notwithstanding anything seemingly to the contrary set forth in this Agreement, if Developer has not closed on the acquisition of the Property by 5:00 p.m. Pacific time on **Thursday, February 29, 2024**, this Agreement shall automatically terminate and be of no further force or effect as of such date and the Parties shall have no further rights or obligations hereunder.

8. AUTHORIZATION

The persons executing this Agreement on behalf of the Parties are authorized to do so and, upon execution by such parties, this 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.

9. TERM

Unless terminated pursuant to Section 7 hereof, the Term of this Agreement will expire on the second (2nd) anniversary of the date of the recording of this document if Developer does not commence construction of its project on the Property prior to such date. The Term may, however,

be extended in writing by mutual agreement of the Parties which shall be recorded.

10. PUBLIC HEARING

The Ridgefield City Council has approved execution of this Agreement, and the fee reductions and/or eliminations set forth in Section 3 hereof, by ordinance after a public hearing.

11. 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.

12. APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Washington, and exclusive venue for any dispute will be in the Clark County Superior Court.

13. 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.

14. 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.

15. AMENDMENTS

This Agreement may only be amended by a mutual written agreement of the Parties that has been recorded in the Clark County deed records.

16. 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.

17. NO DIRECT BENEFIT TO THIRD PARTIES

The Parties 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.

18. PUBLIC HEARING

The Ridgefield City Council has approved execution of this Agreement, and the fee reductions and/or eliminations set forth in Section 3 hereof, by ordinance after a public hearing.

19. DISPUTE RESOLUTION

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25. NO DIRECT BENEFIT TO THIRD PARTIES

The Parties 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.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties as to the subject matter.

27. NOTICES

All notices will be in writing and may be delivered by personal delivery, by 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
Developer:	Costco Wholesale 999 Lake Drive Issaquah, WA 98027 Attn: John Ellingsen
With a copy to:	Costco Wholesale 999 Lake Drive Issaquah, WA 98027 Attn: Bruce Coffey

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.

28. TIME IS OF THE ESSENCE

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

29. 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.

30. HEADINGS

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

31. 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.

32. 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 so as to carry out the intent of this Agreement.

[Signatures appear on the following pages.]

[DEVELOPMENT AGREEMENT SIGNATURE PAGE]

COSTCO WHOLESALE CORPORATION

By: _____ Date _____
Its: _____

State of Washington)
) ss.
County of King)

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

Dated: _____, 202____.

(Seal or stamp)

Signature

Name
My appointment expires _____

[Signatures continue on the following page.]

[DEVELOPMENT AGREEMENT SIGNATURE PAGE]

CITY OF RIDGEFIELD

By: Steven Stuart
Its: City Manager

Date

State of Washington)
) ss.
County of Clark)

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

Dated: _____, 202__.

(Seal or stamp)

Signature

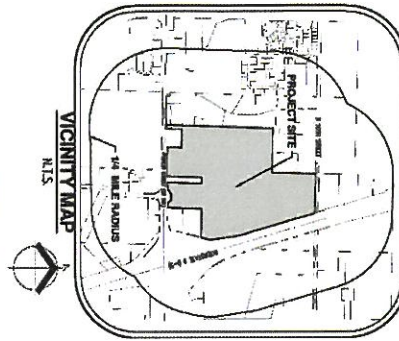
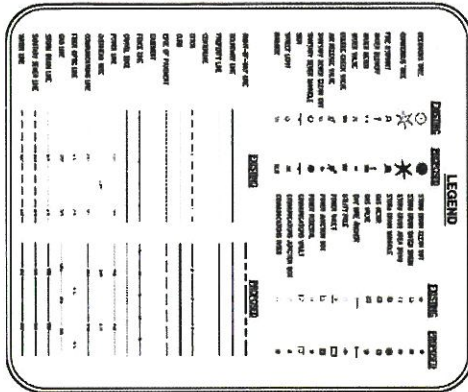
Name
My appointment expires _____

Approved as to form:

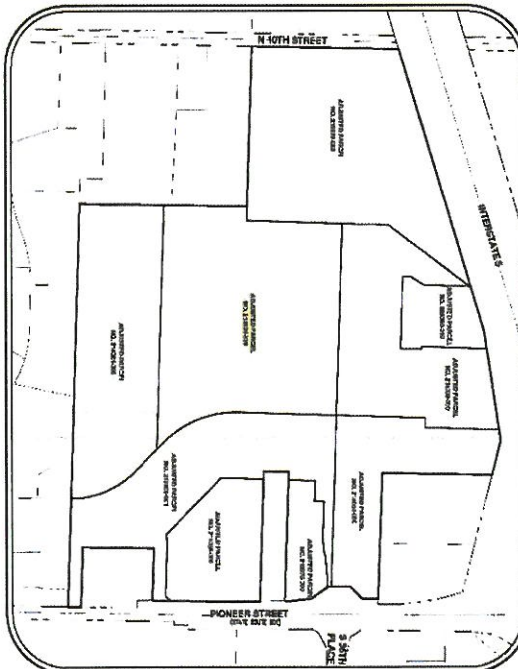
City Counsel

Legal Description

DE WOLFF, L. 1963. *Q. J. Geol.* 19: 101.



UNION RIDGE TOWN CENTER
BOUNDARY LINE ADJUSTMENT (BLA)



SITE MAP
1"=200'



APPLICANT NEP INVESTMENTS 915 S. 17th STREET WINSTON-SALEM, NC 27101 P: (336) 213-2722 E-MAIL: ADMIN@NEP.COM	OWNERS STEVEN J. CIVIL 104 DUNE DRIVE, BOX 21570, WINSTON-SALEM, NC 27156-0024 & 80000-215 TEL: (703) 240-0000, FAX: (703) 240-0001 WINSTON-SALEM, NC 27150	USE: UNIMPROVED, LTD. 104 DUNE DRIVE, BOX 21570, WINSTON-SALEM, NC 27156-0024 & 80000-215 TEL: (703) 240-0000, FAX: (703) 240-0001 WINSTON-SALEM, NC 27150	CON. ENGINEERING / GEOTECHNICAL ENGINEERING AGS ENGINEERING & DESIGN, LLC 10000 W. 10TH AVENUE, SUITE 200 DENVER, CO 80202 P: (303) 882-4410 F: (303) 882-4428 E-MAIL: ADMIN@AGS-ENG.COM	PROPERTY DESCRIPTION 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA	EXISTING LAND USE 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA	ARCHAEOLOGICAL NOTE 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA	PROJECT PURPOSE 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA	ADDITIONAL COMMENTS 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA	PROJECT PURPOSE 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA 1.00 AC. OF LAND, 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 1 EAST, BLAINE COUNTY, MONTANA
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COVER SHEET
UNION RIDGE TOWN CENTER
HSP PROPERTIES, LLC
RIDGEFIELD, WASHINGTON

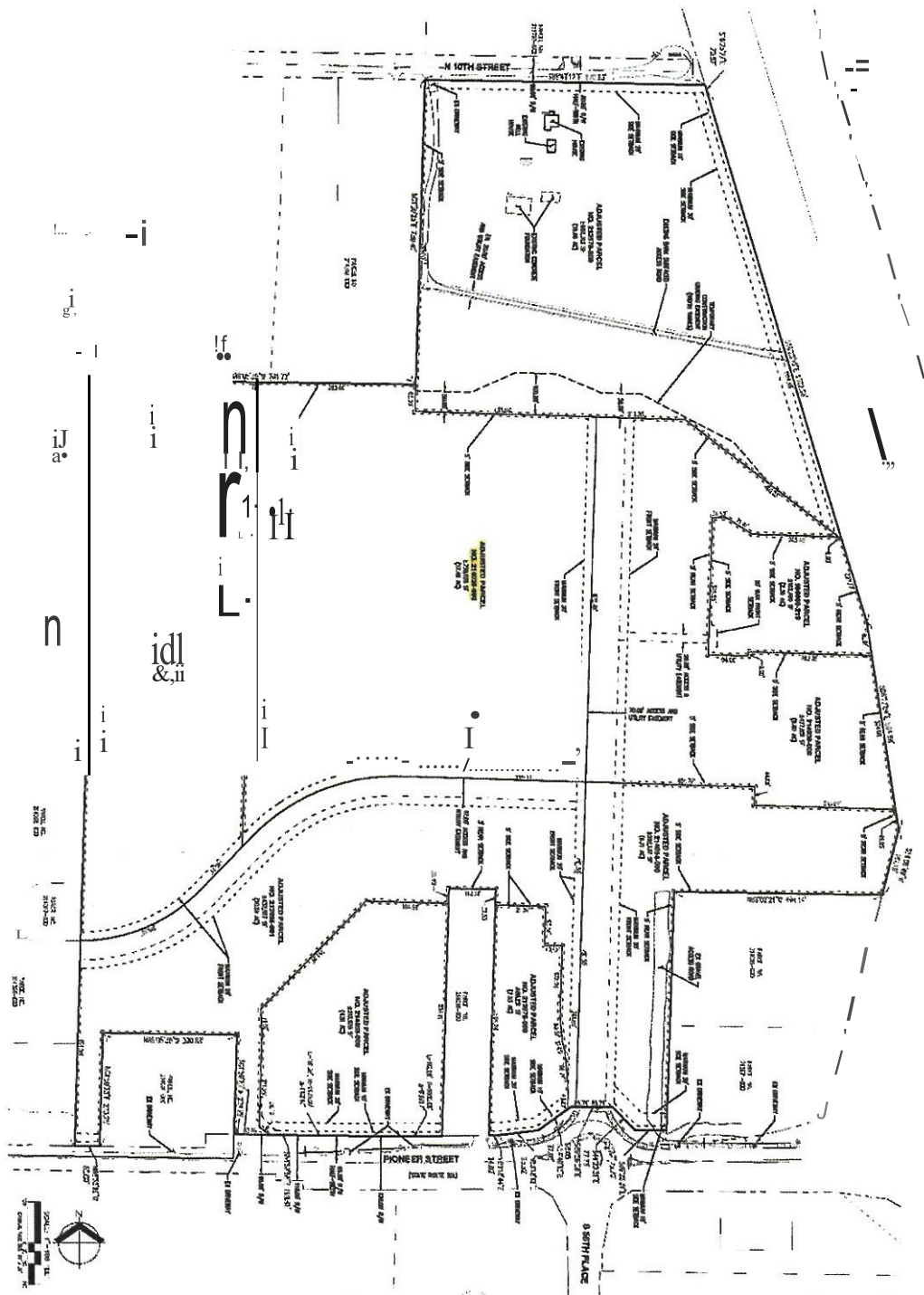
AKS ENGINEERING & FORESTRY, LLC
2001 N. 10TH AVE., SUITE 200
DENVER, CO 80202
303.733.2818
WWW.AKS-LLC.COM

AKS

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

RELINQUISH
NOT FOR
CONSTRUCTION

P-01



LOTLINE ADJUSTMENT PLAN
 UNION RIDGE TOWN CENTER
 HSP PROPERTIES, LLC
 RIDGEFIELD, WASHINGTON

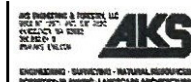


EXHIBIT B

Narrative for Site and Building Improvements

The Development Agreement includes a Site Plan, Landscape Plan, and Building Elevations that will provide the standards by which the Costco project will be developed. The project design is intended to deliver a development that provides a premium design utilizing quality materials to establish the development tone within the new Union Ridge Town Center. These features are described below.

Building

The Costco development includes a 160,526-square-foot building and fuel facility, which includes an 8,136- square-foot fuel dispensing canopy, 12 multi-product dispensers (MPDs), underground storage tanks (USTs), a controller enclosure, and associated improvements.

The Costco building design is based on a standard layout, but as a catalyst project for the City, incorporates enhanced architectural features in order to establish the design hierarchy for the Union Ridge Town Center. Specifically, the building includes architectural metal siding panels with multiple colors and profiles, in combination with split-faced CMU bricks and metal awnings along the southern and eastern facades. Using multiple siding materials, colors, and textures break the building down into smaller modular components that result in a sophisticated, attractive design. Surrounding the main building entrance is an arcade style structure with a canopy over the southeast corner in order to emphasize the main member entrance. **The canopy will** be constructed of rectangular tube steel members designed and painted to look like wooden beams in order to provide a durable, attractive feature that is unique to the architectural style of the City of Ridgefield. The arcade structure will provide multiple points of access using garage style roll-up doors and a primary sliding glass door. The arcade footing will protrude to provide informal seating to the surrounding pedestrian area.

The fuel dispenser canopy is a flat roof structure with architectural metal fascia panels and columns composed of galvanized steel and partial CMU wraps in order to match the design of the building.

Landscape and Pedestrian Amenity

The project landscape design is inspired by the nearby Ridgefield National Wildlife Refuge and incorporates native plants and trees and uses species that provide variation in color that provide a transition in color during the change in seasons. Enhanced landscape areas are featured at the northwest and southwest corners of the site and along the western boundary. Landscaping is also incorporated into the Pedestrian Amenity areas located between the building entrance and the east and south right-of-way, which includes low-lying hedges and trees to provide shade and comfort. Overall, landscaping across the parking lot and along the frontages includes more than *double* the minimum number of required trees and *exceeds* the overall minimum coverage requirements of the City Code.

The pedestrian footpath connections between the building entrance and the south and east

street frontages include multiple landscaped Pedestrian Amenity areas that incorporate seating and use a combination of concrete and stamped concrete surfaces. Pedestrian paths are also provided along the building frontages to provide access to the surrounding parking areas. Additionally, a pergola structure will be installed between the building entrance and eastern street frontage, designed to emulate the building canopy using members that look like wooden beams to match the architectural style of the site. These pedestrian oriented features go beyond Costco's typical design and are intended to provide a network of connection points between the building, throughout the site, and to broader the Union Ridge Town Center development.

Depiction of Site and Building Improvements



PROJECT DATA

CLIENT: COSTCO WHOLESALE
691 LAKE DRIVE
ISSAQUAH, WA 98027
PROJECT ADDRESS: N.E.O. OF I-5 & HWY 501
RIDGEFIELD, WA

SITE DATA:

TOTAL COSTCO SITE AREA: 17.40 ACRES (758,072 SF)
USABLE SITE AREA: 16.35 ACRES (713,232 SF)
UNUSABLE SITE AREA: .57 ACRES (24,781 SF)
JURISDICTION: CITY OF RIDGEFIELD
ZONING: REGIONAL BUSINESS (C9B)

SETBACKS:	REQUIRED	ACTUAL
FRONT:	10'	180'
SIDE:	0'	60'
REAR:	0'	180'

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,526 SF

INCLUDES:
NET SALES FLOOR 149,374 SF
NET MECHANICAL / FIRE 2,459 SF
BUILDING ENVELOPE 5,102 SF
2,191 SF

PARKING DATA:

TOTAL PARKING: 825 STALLS

INCLUDES:
MAIN LEVEL PARKING PROVIDED: 868 STALLS
10' WIDE STALLS 16 STALLS
ACCESSIBLE STALLS 16 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 5.18 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

COSTCO WHOLESALE

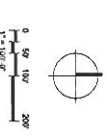
PRELIMINARY SITE PLAN

RIDGEFIELD, WASHINGTON

NOVEMBER 14, 2022



20-5976-01
NOVEMBER 14, 2022
PRELIMINARY SITE
PLAN
P12-16



PROJECT DATA

CLIENT: COSTCO WHOLESALE
899 LANE DRIVE
ISSAQUAH, WA 98027
PROJECT ADDRESS: MEC OF I-5, HWY 501
RIDGEFIELD, WA

SITE DATA:

TOTAL COSTCO SITE AREA: 17.40 ACRES (758,072 SF)
USABLE SITE AREA: 16.35 ACRES (712,232 SF)
UNUSABLE SITE AREA: .57 ACRES (24,791 SF)
JURISDICTION: CITY OF RIDGEFIELD
ZONING: REGIONAL BUSINESS (COR)

SETBACKS: REQUIRED ACTUAL
FRONT: 10' FRONT: 500' TBD
SIDE: 0' SIDE: 60' TBD
REAR: 0' REAR: 60' TBD

BUILDING DATA:

TOTAL BUILDING FOOTPRINT AREA: 160,256 SF

INCLUDES:

NET SALES FLOOR 160,274 SF
NET MECHANICAL / FIRE 2,459 SF
NET VESTIBULE 5,102 SF
BUILDING ENVELOPE 2,191 SF

PARKING DATA:

TOTAL PARKING: 823 STALLS

INCLUDES:

MAIN LEVEL PARKING PROVIDED:
10' WIDE STALLS 809 STALLS
ACCESSIBLE STALLS 16 STALLS

NUMBER OF STALLS PER 1000 SF OF BUILDING AREA: 5.18 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

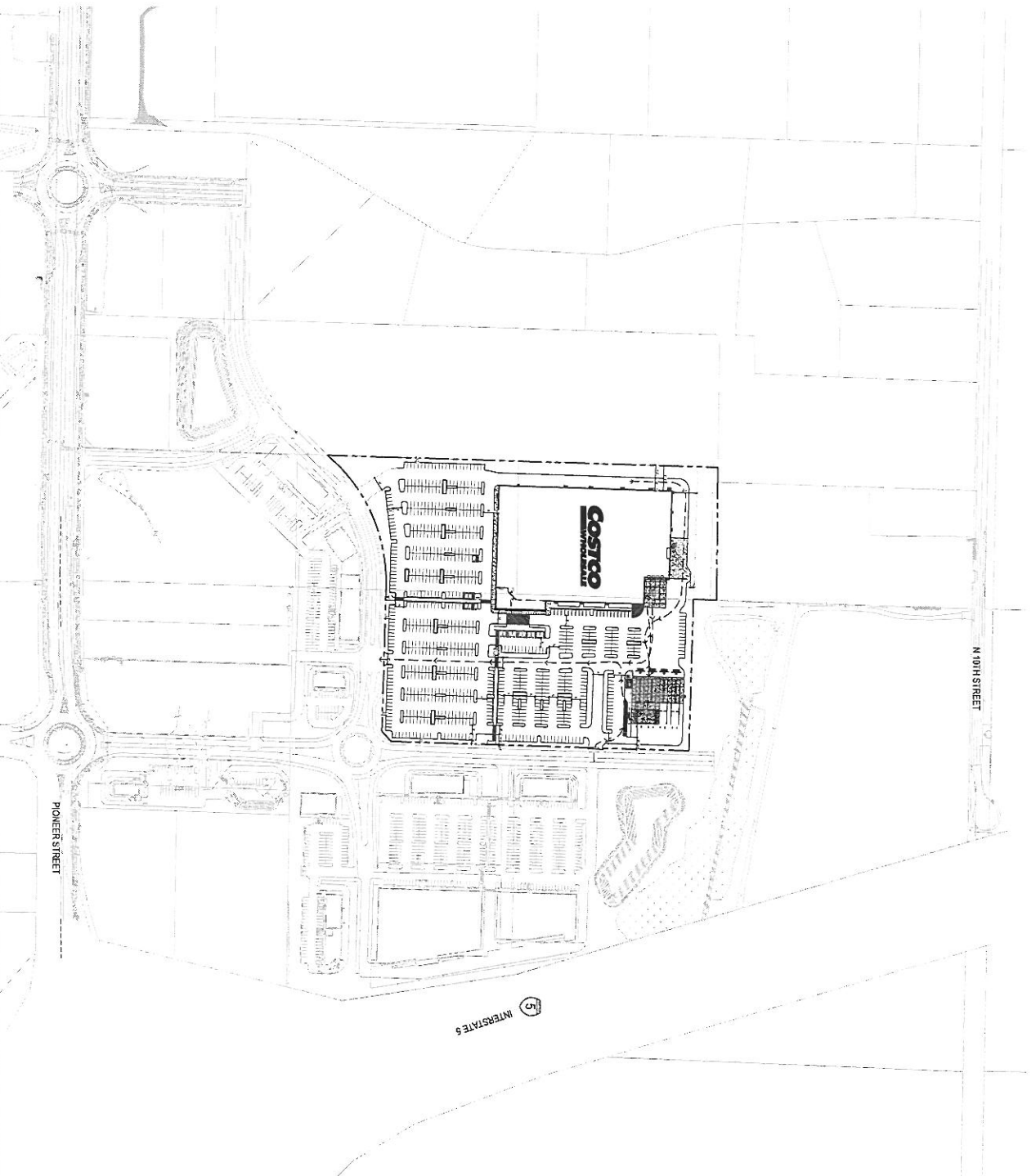


COSTCO WHOLESALE

RIDGEFIELD, WASHINGTON

PRELIMINARY SITE PLAN

NOVEMBER 14, 2022



PROJECT DATA

CLIENT: COSTCO WHOLESALE

889 LAKE DRIVE

ISSAQUAH, WA 98027

PROJECT ADDRESS: MEC OF I-5 & HWY 501

RIDGEFIELD, WA

SITE DATA:

TOTAL COSTCO SITE AREA: 17.40 ACRES (758,072 SF)

USABLE SITE AREA: 16.38 ACRES (712,232 SF)

UNUSABLE SITE AREA: 5.7 ACRES (247,840 SF)

JURISDICTION: CITY OF RIDGEFIELD

ZONING: REGIONAL BUSINESS (C28)

SETBACKS: REQUIRED ACTUAL

FRONT: 10' FRONT: 50'

SLIDE: 0' SLIDE: 0'

REAR: 0' REAR: 60'

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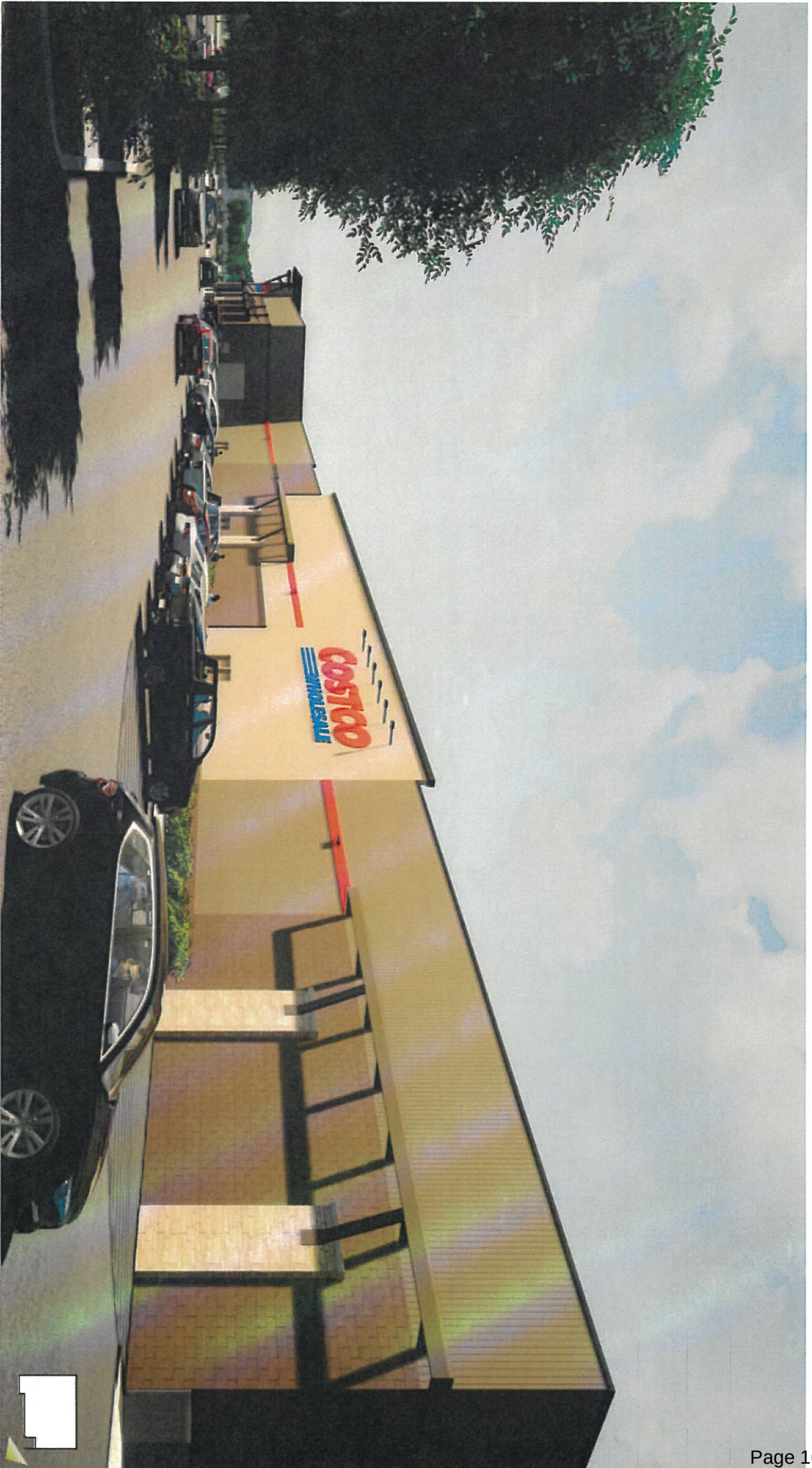
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ENTRY CANOPY PERSPECTIVE



NORTHEAST PERSPECTIVE



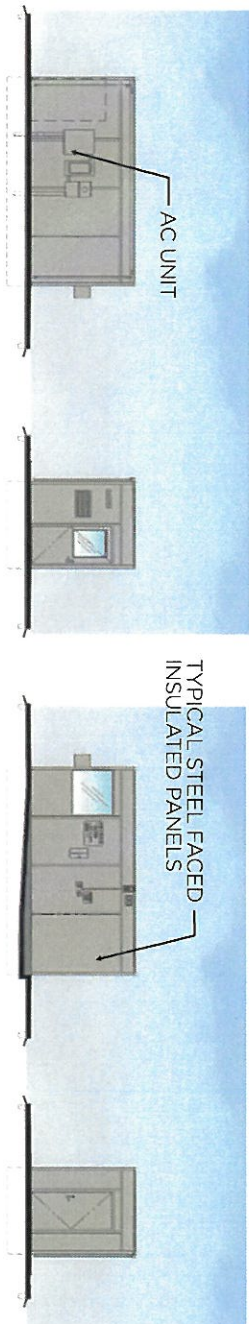
SOUTHWEST PERSPECTIVE



① EAST/ WEST ELEVATION
SCALE: 1" = 40'



② NORTH/ SOUTH ELEVATION
SCALE: 1" = 40'



③ DATA HUT
SCALE: 1" = 40'

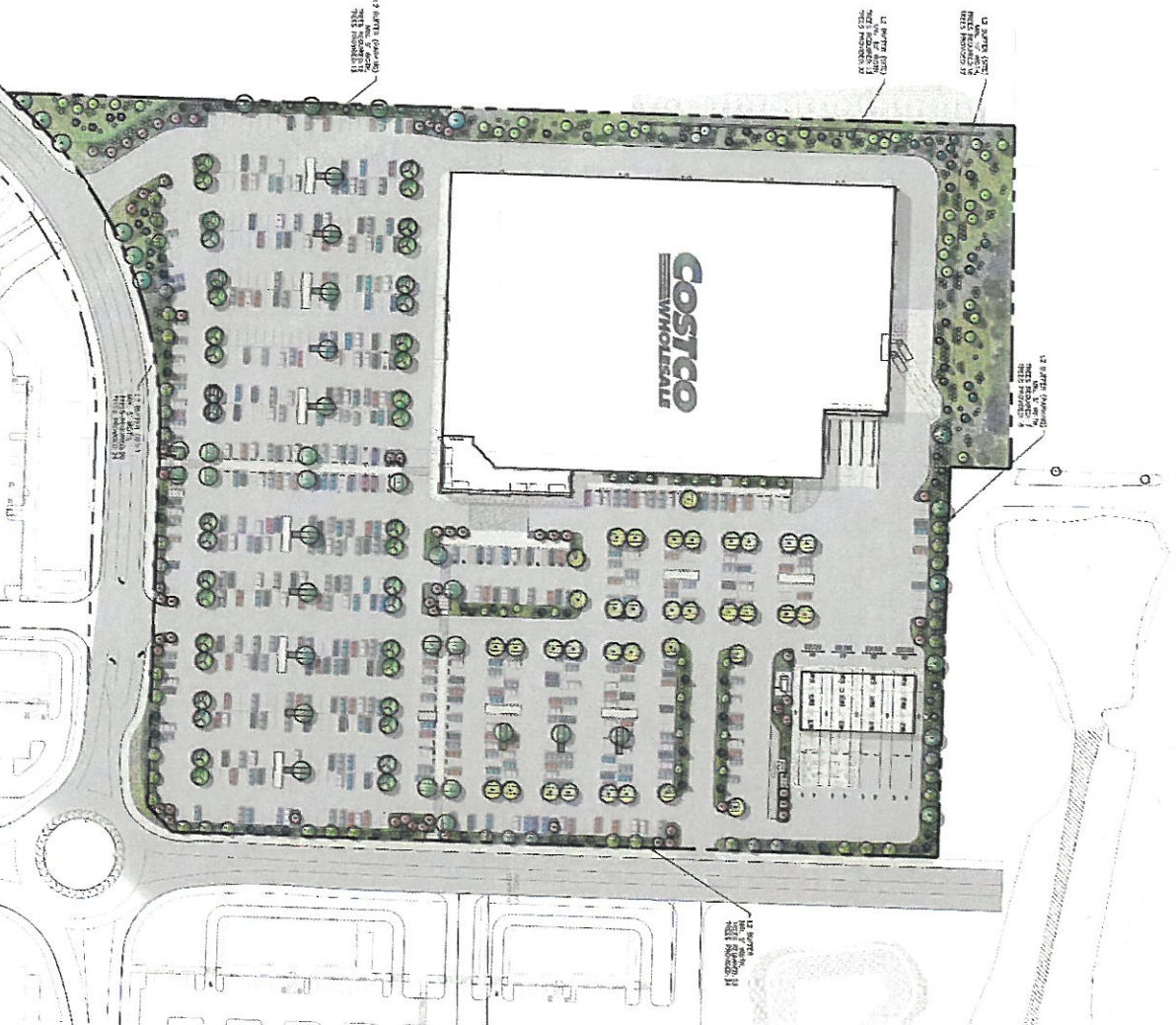


COSTCO WHOLESALE

CONCEPT LANDSCAPE PLAN

RIDGEFIELD, WASHINGTON

NOVEMBER 18, 2022



LANDSCAPE CALCULATIONS:

TOTAL PLANTING MATERIALS:

TOTAL SITE AREA: 16.44 ACRES (723,788 S.F.)

TOTAL PLANTING AREA: 2.55 ACRES (110,320 S.F.)

LANDSCAPE AREA PROVIDED: 14.89 ACRES (653,468 S.F.)

PLANTING MATERIALS:

1. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

2. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

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50. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

51. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

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59. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

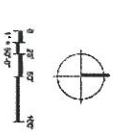
60. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

61. PLANTING MATERIALS: 1.00 ACRES (43,560 S.F.)

SEE SHEET L1.2 FOR LEGEND
AND DETAILS
WEISMADEDESIGNGROUP
2022-11-18
2022-11-18
2022-11-18

21-57PM-01
NOVEMBER 18, 2022
CONCEPT
LANDSCAPE
PLAN
L1.1

Costco
WHOLESALE
RIDGEFIELD, WA

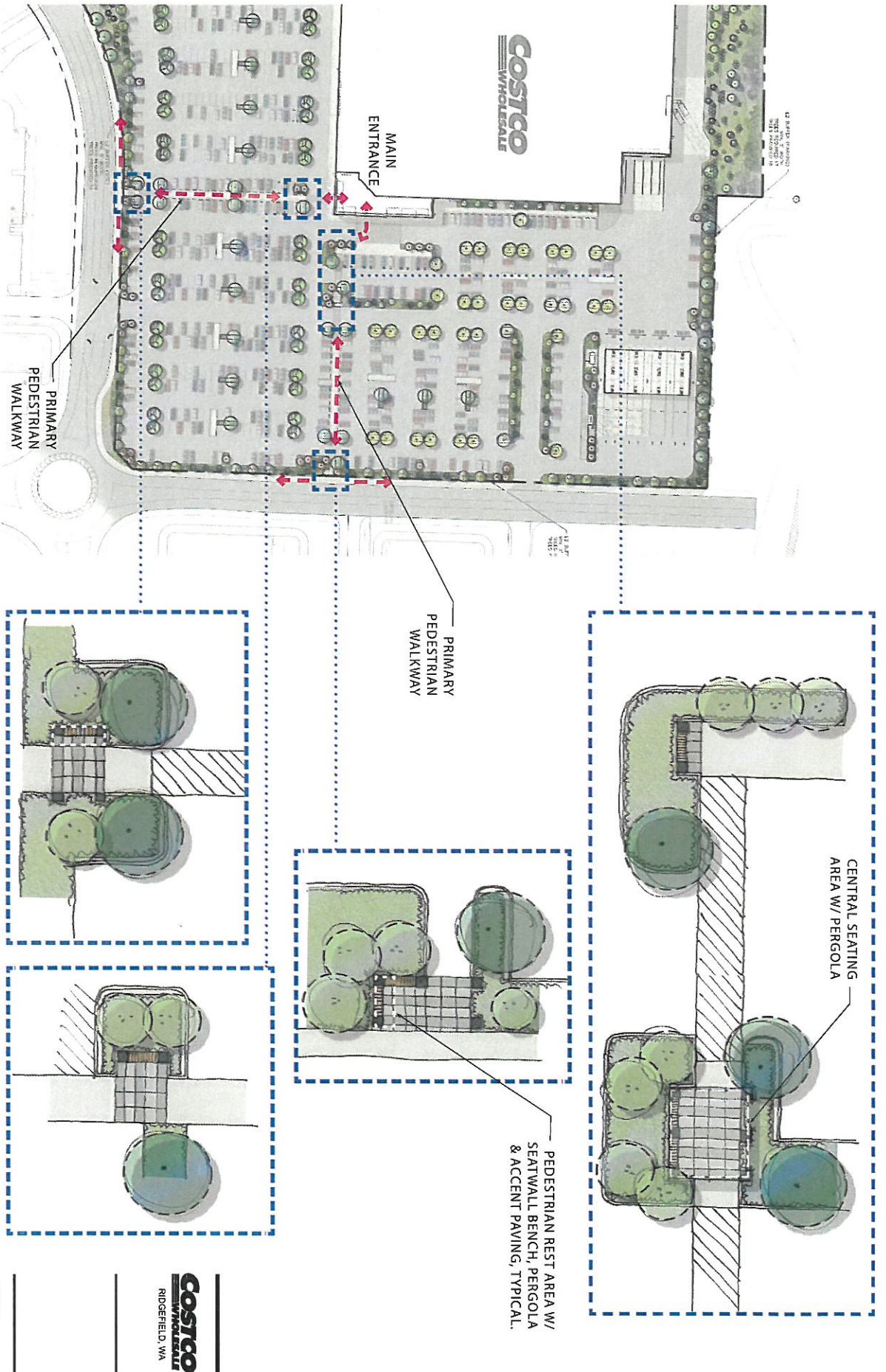


PLANTING NOTES:

1. ALL PLANT MATERIALS SHALL BE TO BE PLANTED WITH AN APPROPRIATE MULCH COVER WITH PERMEABLE SYSTEM.
2. MULCH: ALL SHALL AND GROUNDWORK AREAS WITH A MINIMUM 3" DEPTH OF SPECIFIED MULCH.
3. WHERE SPECIFICATIONS ARE GIVEN, IT SHALL BE PLANTED INCLUDING FIELD SPECIFICATIONS, TREE AND SHRUB, CROWN FIRST ROW 12" FROM FACE OF CURB.
4. CONTRACTOR SHALL PROTECT EXISTING TREES, IF ANY, AND MAINTAIN THEM IN EXCELLENT CONDITION FOR ARCHITECT REVIEW AND ACCEPTANCE. PRIOR TO ANY REMOVAL, CONTRACTOR SHALL ESTABLISH THE SHEDDING FOR ANY REMOVED MATERIAL.
5. SEE CIVIL DRAWING FOR CROWN, UTILITIES AND CROWN CONTROLS.
6. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

NOTES REGARDING PRICING OF PRELIMINARY LANDSCAPE PLAN:

1. ALL PLANT MATERIALS TO BE OF THE HIGHEST QUALITY, APPROPRIATE TO THE PROJECT AND SITE CONDITIONS.
2. ALL PLANT MATERIALS SHALL BE PLANTED WITH AN APPROPRIATE MULCH COVER WITH PERMEABLE SYSTEM.
3. ALL PLANT MATERIALS SHALL BE PLANTED WITH AN APPROPRIATE MULCH COVER WITH PERMEABLE SYSTEM.
4. ALL PLANT MATERIALS SHALL BE PLANTED WITH AN APPROPRIATE MULCH COVER WITH PERMEABLE SYSTEM.
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COSTCO WHOLESALE

PEDESTRIAN AMENITIES DIAGRAM

RIDGEFIELD, WASHINGTON

NOVEMBER 18, 2022

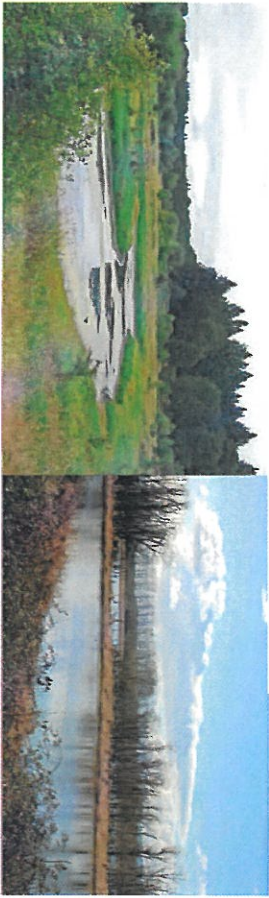
214779-01
NOVEMBER 18, 2022
PEDESTRIAN
AMENITIES
DIAGRAM
L1.3

COSTCO
WHOLESALE
RIDGEFIELD, WA



CENTRAL PERGOLA W/ KNEE BRACES, ENLARGED STONE-FACED PLINTHS & ACCENT PAVING

PLANTING INSPIRATION: RIDGEFIELD NATIONAL WILDLIFE REFUGE



PLANTING PALETTE: GRASSES, NATIVES, FALL COLOR, SUBTLE VARIATION IN COLOR PALETTE, FREEFLOWING TEXTURES



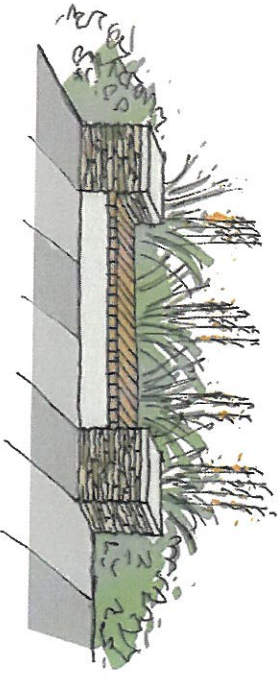
PANICUM VIRGATUM JUNCUS PATENS PHYSCARPUS CAP. RHUS ARO. 'GRO-LOW' CORNUS KEISEYI/SANTI
SWITCHGRASS GRAY RUSH PACIFIC NINEBARK GRO-LOW SUMAC RED-TWIG DOGWOOD

COSTCO WHOLESALE

RIDGEFIELD, WASHINGTON



PERGOLA AT COSTCO MERIDIAN, ID (ABOVE) AND PLANNED ENTRY, COSTCO RIDGEFIELD, WA (RIGHT) SERVE AS INSPIRATION FOR MATERIAL AND FORM OF SEATING AREAS.



TYPICAL SEATWALL BENCH & MINI PLINTHS W/ STONE VENEER, ACCENT PAVING & GRASSY ACCENT PLANTING

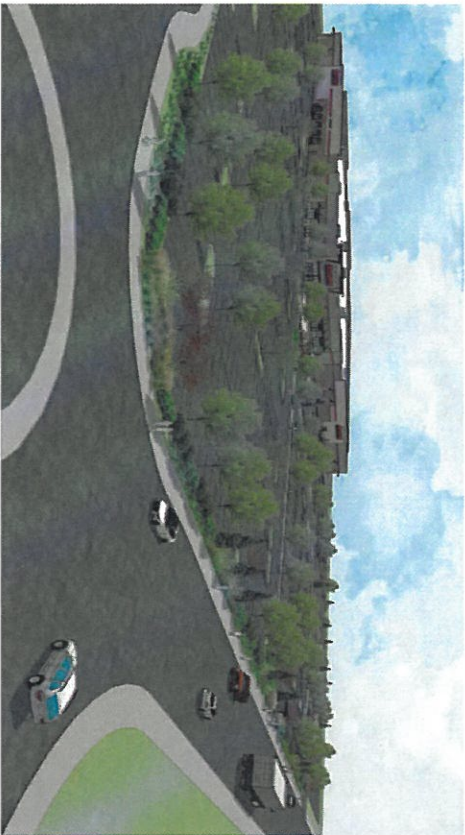
CONCEPT IMAGES

NOVEMBER 16, 2022

WEISMANDESIGNGROUP
ARCHITECT
DESIGNED BY
PROJECT MANAGER

21-STY-01
NOVEMBER 16, 2022
CONCEPT
IMAGES
L1.4

Costco
WHOLESALE
RIDGEFIELD, WA



WEISMANDESIGNGROUP
ARCHITECT
Landscape Architecture
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COSTCO WHOLESALE

CONCEPT LANDSCAPE PERSPECTIVES

RIDGEFIELD, WASHINGTON

NOVEMBER 18, 2022

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RIDGEFIELD, WA

21-5794-01
NOVEMBER 18, 2022
CONCEPT
LANDSCAPE
PERSPECTIVES
L1.5



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(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

EXHIBIT B-1

LEGAL DESCRIPTION BOUNDARY LINE ADJUSTMENT

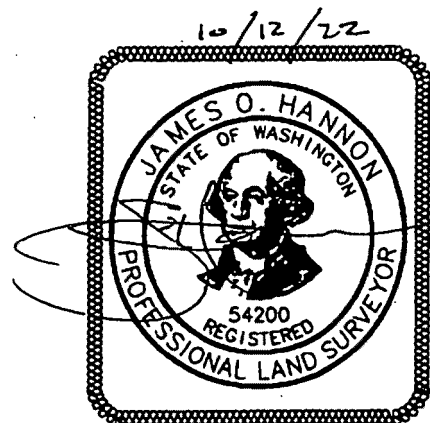
ADJUSTED PARCEL NO. 214038-000

A tract of land in the Northeast Quarter and the Northwest Quarter of Section 21, Township 4 North, Range 1 East, Willamette Meridian, City of Ridgefield, Clark County, Washington, described as follows:

COMMENCING at the southwest corner of the Northwest Quarter of Section 21; thence along the south line of said Northwest Quarter South 89°05'39" East 1870.12 feet; thence leaving said south line North 01°50'25" East 24.99 feet to the north right-of-way line of Pioneer Street (30.00 feet from centerline); thence along the west line of Auditor's File Number 6076866 North 01°50'25" East 494.58 feet; thence along a non-tangent curve to the left (Radial: North 00°30'31" East) with a Radius of 395.00 feet, a Delta of 46°17'10", a Length of 319.10 feet, and a Chord of North 67°21'56" East 310.49 feet; thence North 44°13'21" East 145.70 feet to the **POINT OF BEGINNING**; thence North 01°50'25" East 1116.01 feet to the south line of Auditor's File Number G465710; thence along said south line South 89°05'39" East 380.86 feet to the east line of said Northwest Quarter; thence along said west line South 01°50'25" West 65.20 feet; thence leaving said west line South 88°08'44" East 433.96 feet; thence South 01°51'58" West 876.46 feet; thence North 88°08'53" West 444.35 feet; thence along a curve to the left with a Radius of 465.00 feet, a Delta of 47°37'46", a Length of 386.55 feet, and a Chord of South 68°02'14" West 375.52 feet; thence South 44°13'21" West 39.24 feet to the **POINT OF BEGINNING**.

Contains approximately 17.04 acres.

Together with and subject to easements and restrictions of record.



Union Ridge BLA Adj Par No. 214038-000 (AKS Job #8098)
Legal Description

October 11, 2022
Page 1 of 1