



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, March 14, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. STUDY SESSION - 5:00 P.M.

- 1. Comprehensive Plan: Accommodating Housing Allocations - Claire Lust, Community Development Director**

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

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

III. PUBLIC COMMENT

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

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the February 22, 2024 Meeting**

V. BUSINESS

- 1. Motion - Approval of Roundabout Committee's Recommended Design for N 56th Avenue at Pioneer Canyon Drive Roundabout - Chuck Green, Public Works Director**
- 2. Motion - Approval of GMA Periodic Update Grant Contract with the Department of Commerce - Claire Lust, Community Development Director**

VI. PUBLIC HEARING/BUSINESS

- 1. Public Hearing and First Reading of Ordinance No. 1419 - Food Cart Pod Code -**

Claire Lust, Community Development Director

- 2. Public Hearing and Approval of Resolution No. 644 - Ridgefield School District Proposition No. 10 and Proposition No. 11 General Obligation Bonds - Steve Stuart, City Manager**

VII. PUBLIC COMMENT

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

VIII. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

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

IX. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Comprehensive Plan: Accommodating Housing Allocations

GOVERNING LEGISLATION

RCW 36,70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

On February 8, staff presented housing and employment allocations associated with the periodic comprehensive plan update and sought feedback from Council on planning for housing allocation vs. full capacity and on a preferred method for assigning residential growth across income bands. Since that time, the County has updated the draft housing and employment allocation numbers such that Ridgefield's population and job allocations closely match capacity. One goal of this session is therefore to review the updated allocation numbers and discuss how they impact our 20-year planning process. A related goal is to look more closely at the projected deficit of housing affordable to households in the 0-80% AMI range and understand potential strategies to address that deficit.

Overall, the study session will include:

- Recap of longstanding and new GMA requirements for housing.
- Discussion of latest County housing and employment allocations and capacity, including housing allocations by income category.
- Illustration of/feedback on strategies available to increase affordable housing capacity, including regulatory tools (zoning) and financial tools (incentives).
- Outline of next steps in the comprehensive plan update process.

BUDGET/FINANCIAL IMPACTS:

N/A.

RECOMMENDED ACTION OR MOTION:

N/A.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Comparison of Prior and Current Allocations

2. Projected Housing Needs Across Income Bands

Housing Unit Changes

Jurisdiction	Prior Housing Numbers		Latest Housing Numbers		Allocation Change
	Allocation	Capacity	Allocation	Capacity	
Vancouver Unincorporated	40,656	39,338	44,037	39,338	3,381
Battle Ground	8,263	7,069	6,979	6,978	-1,284
Camas	4,272	4,223	4,226	4,222	-46
La Center	2,424	2,122	2,123	2,122	-301
Ridgefield	5,143	5,821	5,815	5,821	672
Vancouver	34,236	31,726	36,527	31,726	2,291
Washougal	3,688	3,147	3,735	3,741	47
Woodland	128	101	105	101	-23
Yacolt	185	151	150	151	-35
Total	98,995	93,698	103,697	94,200	4,702

Employment Changes

Jurisdiction	Prior Job Numbers		Latest Job Numbers		Allocation Change
	Allocation	Capacity	Allocation	Capacity	
Vancouver Unincorporated	22,261	15,168	18,221	15,168	-4,040
Battle Ground	6,847	5,544	5,604	7,677	-1,243
Camas	14,084	11,404	11,528	11,363	-2,556
La Center	2,589	2,096	2,119	2,096	-470
Ridgefield	9,878	7,998	8,085	7,998	-1,793
Vancouver	18,733	18,025	15,333	18,025	-3,400
Washougal	4,665	3,777	3,818	2,404	-847
Woodland	0	0	0	0	0
Yacolt	445	360	364	360	-81
Total	79,502	64,372	65,072	65,091	-14,430

AMI	Projected Needs (# units)
0 - 30% PSH	519
0 - 30% Non-PSH	875
30 - 50%	1185
50 - 80%	1203
80 - 100%	706
100 - 120%	669
>120%	657
Total	5,814

AMI	Projected Needs (# units)
0 - 30% PSH	306
0 - 30% Non-PSH	613
30 - 50%	1149
50 - 80%	2421
80 - 100%	856
100 - 120%	796
>120%	-326
Total	5,815

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 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. March 14, 2024 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

March 14th, 2024

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ADVANCED EXCAVATING SPECIALISTS LLC	2066	P21001-2066-10	Public Works	02.2024 S Pioneer Extension/Roundabout	160,099.08
ADVANCED EXCAVATING SPECIALISTS LLC Total					160,099.08
AKS ENGINEERING & FORESTRY LLC	3908	10462-04	Public Works	01.2024 Abrams Park Master Plan	5,600.95
		10210-06	Community Development	01.2024 Development Engineering Review Services	3,490.00
AKS ENGINEERING & FORESTRY LLC Total					9,090.95
Anderson Brian & Ashley	UB*00910	(blank)	Genl Govt/Facilities	Refund Check 009611-000 2749 S Red Tail Loop	221.76
Anderson Brian & Ashley Total					221.76
ANTHONY COBLENTZ	3982	3982-20240223	Public Safety	6240-5C/DT Instructor Course Meals - Coblentz	293.00
ANTHONY COBLENTZ Total					293.00
ARBORSCAPE LTD INC	3562	24-022901	Public Works	Ridgeview Hollow Subdivision Development Trees Inspection	319.58
		24-013004	Public Works	4605 S 19th St Fir Tree Removal	2,478.36
ARBORSCAPE LTD INC Total					2,797.94
ARCHAEOLOGICAL INVESTIGATIONS NW INC	1563	10500	Public Works	01.2024-02.2024 Overlook Park Archaeological Monitoring	6,366.66
ARCHAEOLOGICAL INVESTIGATIONS NW INC Total					6,366.66
BACKWOOD BARK	3944	13310	Public Works	02.2024 Yard Debris Removal & Dark Fir	865.25
BACKWOOD BARK Total					865.25
BF VENTURES LLC	3990	254345	Public Works	Parks 2022 MAXX-D S3X Utility Trailer	3,966.71
BF VENTURES LLC Total					3,966.71
BSK ASSOCIATES	2119	VH00713	Public Works	02.2024 Coliform Testing	550.00
BSK ASSOCIATES Total					550.00
CASCADE CENTERS INC.	3969	12863	Genl Govt/Facilities	03.2024 Employee Assistance Program	169.49
			Public Safety	03.2024 Employee Assistance Program	140.42
			Public Works	03.2024 Employee Assistance Program	135.09
			Community Development	03.2024 Employee Assistance Program	105.00
CASCADE CENTERS INC. Total					550.00
CINTAS CORPORATION NO 2	3497	5198612265	Genl Govt/Facilities	First Aid Supplies - PW Ops	38.32
			Public Works	First Aid Supplies - PW Ops	625.01
			Community Development	First Aid Supplies - PW Ops	79.23
		5198612234	Genl Govt/Facilities	02.2024 First Aid Supplies - RACC	15.25
			Community Development	02.2024 First Aid Supplies - RACC	31.62
		5198783944	Genl Govt/Facilities	PW Shop Gloves	16.56
			Public Works	PW Shop Gloves	264.97
		5198612276	Genl Govt/Facilities	02.2024 First Aid Supplies - CH	37.48
5198612275	Public Safety	02.2024 First Aid Supplies - PD	65.09		
CINTAS CORPORATION NO 2 Total					1,173.53
CINTAS FIRE PROTECTION	2520	0F80541277	Genl Govt/Facilities	2024 Fire Extinguisher Inspection/Maintenance	490.14
			Public Works	2024 Fire Extinguisher Inspection/Maintenance	390.76
			Community Development	2024 Fire Extinguisher Inspection/Maintenance	303.58
CINTAS FIRE PROTECTION Total					1,184.48
CITY OF VANCOUVER	97	38247	Public Works	2023 Hillhurst Rd Stripping	2,498.30
		0097-20240314	Public Safety	2X Inagural SW WA Law Enforcement Qtrly Dinner	140.00
CITY OF VANCOUVER Total					2,638.30

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CLARK COUNTY	102	CI061523	Judicial	01.2024 Pretrial Supervision & Investigations	2,888.06
CLARK COUNTY Total					2,888.06
CLARK COUNTY FIRE DISTRICT #5	104	11045	Public Works	Confine Space Entry Initial	300.00
CLARK COUNTY FIRE DISTRICT #5 Total					300.00
CLARK COUNTY TREASURER - PROPERTY TAX	3819	214234000-2024	Public Works	2023 Property Taxes 214234000 - 8004 S 5th St	40.60
CLARK COUNTY TREASURER - PROPERTY TAX Total					40.60
CLARK PUBLIC UTILITIES	3619	599097-1	Public Works	S Pioneer Extension Electrical Service to New Signal	930.74
		24652763	Public Works	S Royle Rd 15th St to 5th Way Utility Relocation	13,753.40
CLARK PUBLIC UTILITIES Total					14,684.14
COLIN TRIBER	3985	3985-20240215	Public Safety	Vancouver BLA Academy Meals - Triber	560.00
		3985-20240301	Public Safety	WSCJTC Southwest Campus Meals - Triber	846.00
COLIN TRIBER Total					1,406.00
COLUMBIA CASCADE COMPANY	1151	40000-27	Public Works	Parks Playground Repair Parts	152.18
COLUMBIA CASCADE COMPANY Total					152.18
COLUMBIA RESOURCE COMPANY	114	42492	Public Works	Streets Garbage & Parks Wood Debris Disposal	577.30
COLUMBIA RESOURCE COMPANY Total					577.30
COREY CROWNHART	3997	3997-20240226	Public Works	Pacific Northwest Resource Mgmt School Meals - Crownhart	76.00
COREY CROWNHART Total					76.00
CRIMINAL JUSTICE TRAINING COMMISSION	2721	201139129	Public Safety	Field Training Officer - Coblenz	95.00
CRIMINAL JUSTICE TRAINING COMMISSION Total					95.00
CRISTY MAY	3466	3466-20240314	Human Resources	2024 Color Run Registration Fee Reimb. - May	20.00
CRISTY MAY Total					20.00
CSD ATTORNEYS AT LAW P.S.	3294	120920	Genl Govt/Facilities	01.2024 Park Laundry	256.00
		120919	Genl Govt/Facilities	01.2024 Pacific Wood Treater's Site	2,144.00
CSD ATTORNEYS AT LAW P.S. Total					2,400.00
Curtis Robert Monahan & Cinthia	UB*00897	(blank)	Genl Govt/Facilities	Refund Check 013355-000 2174 S Chukar Dr	126.36
Curtis Robert Monahan & Cinthia Total					126.36
DEPARTMENT OF ECOLOGY	144	24-WAR312733-1	Public Works	S 5th Street Stormwater Permit	684.00
DEPARTMENT OF ECOLOGY Total					684.00
DEPARTMENT OF LICENSING - EPAY	154	RG0001590-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001585-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001571-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001587-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001592-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001573-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001580-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001586-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001576-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001588-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001578-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001572-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001583-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001574-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001584-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001575-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001589-2024	Genl Govt/Facilities	CPL Fees	21.00

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DEPARTMENT OF LICENSING - EPAY	154	RG0001568-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001570-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001581-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001579-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001591-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001569-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001582-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001577-2024	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					459.00
DICK'S TIRE FACTORY	158	D90778	Public Safety	2020 Ford Explorer 69390D - Oil Change	55.26
		D90998	Public Safety	2022 Ford Explorer 74571D - Oil Change	55.26
DICK'S TIRE FACTORY Total					110.52
ELCOR INC	2081	MSG17300	Public Safety	02.2024 IT Services	5,723.08
			Public Works	02.2024 IT Services	5,505.63
			Community Development	02.2024 IT Services	4,279.42
			Information Technology	02.2024 IT Services	6,908.94
		17362	Public Works	Desk Phone Headset - L. Blake and K. Zucher	340.43
			Information Technology	Desk Phone Headset - L. Blake and K. Zucher	60.08
		17363	Public Safety	PD Firewall Renewal	5,863.21
		17364	Public Safety	114 Email Signatures Access License	422.16
			Public Works	114 Email Signatures Access License	406.11
			Community Development	114 Email Signatures Access License	315.67
	17361	Information Technology	114 Email Signatures Access License	509.63	
		Information Technology	CH Firewall Renewal	2,021.11	
ELCOR INC Total					32,355.47
EMPIRE EWP LLC	3977	1818	Genl Govt/Facilities	01.2024 Kennedy Test Well	(842.25)
			Public Works	01.2024 Kennedy Test Well	18,310.52
EMPIRE EWP LLC Total					17,468.27
ENCORE ONE LLC	3890	225298	Genl Govt/Facilities	02.2024 Janitorial Services - PW Ops	35.28
				02.2024 Janitorial Services - CH	278.69
			Public Safety	02.2024 Janitorial Services - PD	687.71
			Public Works	02.2024 Janitorial Services - PW Ops	435.40
			Community Development	02.2024 Janitorial Services - PW Ops	72.97
			Public Works	02.2024 Janitorial Services - PW Ops	140.19
ENCORE ONE LLC Total					1,650.24
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	2967	94676254	Community Development	03.2024-03.2025 ArcGis Online Creator Software	1,758.79
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC. Total					1,758.79
ERIC L EISEMANN	485	0485-202402	Community Development	02.2024 Planning Consulting Services	5,500.00
ERIC L EISEMANN Total					5,500.00
EWING VANCOUVER	2374	21578383	Public Works	Parks Grass Seeds	1,660.94
EWING VANCOUVER Total					1,660.94
FERGUSON ENTERPRISES INC # 8423	181	1248099	Public Works	03.2024-03.2025 Sensus Software Support	2,864.30
FERGUSON ENTERPRISES INC # 8423 Total					2,864.30
GENERAL PACIFIC	2942	1486410	Genl Govt/Facilities	PD Drone Goggles	(5.92)
			Public Safety	PD Drone Goggles	73.92
GENERAL PACIFIC Total					68.00

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GISI MARKETING GROUP	2811	280682	Public Safety	Business Cards - Sampson & Durham	159.25
			Public Works	Business Cards - Sampson & Durham	159.26
GISI MARKETING GROUP Total					318.51
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC.	3447	4604058	Genl Govt/Facilities	03.2024 PW Ops Alarm Monitoring Services	6.62
			Public Works	03.2024 PW Ops Alarm Monitoring Services	107.86
			Community Development	03.2024 PW Ops Alarm Monitoring Services	13.67
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					128.15
GRAY AND OSBORNE INC	207	23231.15-1	Community Development	02.2024 Bus Barn PLZ-24-0001	405.08
		23231.03-4	Community Development	02.2024 Hillhurst Bldg. A Drive Thru PLZ-23-005	405.08
		23231.00-7	Community Development	02.2024 On-Call Development Review	162.03
		23231.11-3	Community Development	02.2024 Quail Ridge Subdivision	265.26
		23231.14-1	Community Development	02.2024 Carty Road Pump Station PLZ-23-0106-0107	427.29
GRAY AND OSBORNE INC Total					1,664.74
GRAYLING ENGINEERS PLLC	3877	966	Public Works	01.2024 Water Main Replacement - Pioneer to Shobert	4,490.10
GRAYLING ENGINEERS PLLC Total					4,490.10
GROUNDWATER SOLUTIONS INC.	2971	00727.001-59	Public Works	01.2024 Hydrological Study	22,750.80
GROUNDWATER SOLUTIONS INC. Total					22,750.80
H.D. FOWLER COMPANY	2036	16629804	Public Works	Water Valves	2,825.74
H.D. FOWLER COMPANY Total					2,825.74
HARPER HOUF PETERSON RIGHELLIS INC.	1678	58198	Community Development	01.2024 51st Ave Roundabout & Pioneer Widening	48,021.95
HARPER HOUF PETERSON RIGHELLIS INC. Total					48,021.95
HARRY'S KEY SERVICE INC.	982	48627	Public Safety	101 Mill St Locks	188.60
HARRY'S KEY SERVICE INC. Total					188.60
HD SUPPLY INC.	3886	INV00284298	Public Works	PWSTW Green/White Inverted Paint	363.46
		INV00279472	Public Works	PWSTW Rain Gear - Steven Sampson	332.49
		INV00274637	Public Works	PWSTW Oil Sorbent Socks	260.18
		INV00279586	Public Works	PWSTW Green/White Inverted Paint	52.13
HD SUPPLY INC. Total					1,008.26
HONEY BUCKETS	223	554020762	Public Works	02.23.24-03.21.24 Davis Park Port-a-Potty	468.00
HONEY BUCKETS Total					468.00
INTERMEDIA.NET INC.	3804	2403246305	Information Technology	02.2024 Voice Service Charges	88.92
INTERMEDIA.NET INC. Total					88.92
J HERRON LLC	4000	2401	Genl Govt/Facilities	02.2023 1SAT Token Reimbursement	50.00
J HERRON LLC Total					50.00
J2 BLUE PRINT SUPPLY	243	AR148881	Community Development	02.2024 Plotter Contract	117.01
J2 BLUE PRINT SUPPLY Total					117.01
JACOBS ENGINEERING GROUP INC.	3349	W3X87401-19	Public Works	02.2024 Screen Design/Engineering Services	3,207.13
JACOBS ENGINEERING GROUP INC. Total					3,207.13
JENNIFER LINDSAY	3116	3116-20240314	Council	Career Day Supplies Reimb. - Lindsay	20.40
JENNIFER LINDSAY Total					20.40
JOE TURNER P.C.	1437	1377	Community Development	12.19.2023 & 02.06.2024 Hearing Examiner	2,299.55
JOE TURNER P.C. Total					2,299.55
JOSHUA NATHAN	3629	3629-20230314	Genl Govt/Facilities	CDL License Class Reimbursement. - J. Nathan	40.94
			Public Works	CDL License Class Reimbursement. - J. Nathan	232.01
JOSHUA NATHAN Total					272.95
JUDY CHIPMAN	3757	3757-20240314	Council	01.2024-02.2024 Mileage & PUD Forum Parking - Chipman	196.73

City of Ridgefield

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JUDY CHIPMAN Total					196.73
KAYLEE MOORE	3871	3871-20240314	Human Resources	2024 Color Run Registration Fee Reimb. - Moore	25.00
KAYLEE MOORE Total					25.00
KAYLIN DEBIAK	3996	3996-20240215	Public Safety	Investigative Interviewing/Advanced Interrogation Meals - Debiak	332.00
KAYLIN DEBIAK Total					332.00
KEITH'S SPORTING GOODS INC.	3049	02142024RPD	Public Safety	Glock Optics	461.12
KEITH'S SPORTING GOODS INC. Total					461.12
KILLA BITES	3727	2710	Human Resources	02.21.2024 Lunch and Learn Catering	428.71
		2716	Genl Govt/Facilities	Joint Meeting with Port and School District Dinner	1,465.06
		2708	Genl Govt/Facilities	2024 State of the City Catering	1,283.09
KILLA BITES Total					3,176.86
KIRK JOHNSON	1716	1716-20240306B	Finance	Washington Municipal Finance Conference Mileage - K. Johnson	208.37
		1716-20240306	Finance	Washington Municipal Finance Conference Meals - K. Johnson	38.00
KIRK JOHNSON Total					246.37
L.N. CURTIS AND SONS	3075	INV790456	Public Safety	PD Uniforms - Durham	1,114.79
L.N. CURTIS AND SONS Total					1,114.79
LEASE SERVICING CENTER INC.	3719	61430-3-2024	Genl Govt/Facilities	2024 Street Sweeper Annual Lease Payment	65,884.04
LEASE SERVICING CENTER INC. Total					65,884.04
LEE WELLS	1068	1068-20240314	Council	WA DC Parking & AWC City Action Days Mileage - Wells	143.23
LEE WELLS Total					143.23
LES SCHWAB TIRES WOODLAND	272	43700003879	Public Works	2020 Ford F350 70455D	1,690.85
		42600577645	Public Works	Sweeper Flat Tire Repair	62.19
LES SCHWAB TIRES WOODLAND Total					1,753.04
MACKAY AND SPOSITO INC.	899	49739	Public Works	02.2024 Skate Park Alternatives Study	580.00
MACKAY AND SPOSITO INC. Total					580.00
MARIUS L MALATTIA	1817	179	Community Development	02.2024 Design Reviews	150.00
MARIUS L MALATTIA Total					150.00
MARTA L. OCHOA-RUTHERFORD	3396	601	Judicial	02.22.2024 Interpreting Services	130.00
		599	Judicial	02.08.2024 Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					260.00
MICHAEL CURTIS	3704	3704-20240314	Community Development	2024 EduCode International Conference Airfare - M. Curtis	247.80
		3704-20240223	Community Development	2024 EduCode International Conference Meals - M. Curtis	195.00
MICHAEL CURTIS Total					442.80
Milnes Hannah	UB*00917	(blank)	Genl Govt/Facilities	Refund Check 013680-000 924 S Sevier Cir	16.98
Milnes Hannah Total					16.98
MOFFORD ELECTRIC INC.	2969	16102	Public Works	Install Two Door Locks - Abrams Park	7,374.21
MOFFORD ELECTRIC INC. Total					7,374.21
MUNICIPAL EMERGENCY SERVICES INC	2235	IN2011666	Public Safety	Ballistic Helmet and Ear Protector	896.23
MUNICIPAL EMERGENCY SERVICES INC Total					896.23
NAPA AUTO PARTS	498	411569	Genl Govt/Facilities	PW Shop Admorall Cleaner	1.11
			Public Works	PWSTW 2012 Ford F150 57237D	140.53
				PW Shop Admorall Cleaner	17.66
		406658	Genl Govt/Facilities	PWFAC Armorall Cleaner	2.08
				Hook Truck Wiper Blades	2.84
				PWFAC Adjustable Wrench	3.31
		Public Works	PWFAC Armorall Cleaner	14.87	

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NAPA AUTO PARTS	498	406658	Public Works	Hook Truck Wiper Blades	20.29
				PWFAC Adjustable Wrench	23.69
				Parks/Streets Steel Rod	46.96
		411674	Genl Govt/Facilities	PW Shop Rags	1.02
			Public Works	PW Shop Rags	16.50
NAPA AUTO PARTS Total					290.86
NATHAN GIBSON	1036	1036-20240315	Public Safety	Public Safety Leadership Meals - Gibson	293.00
		1036-20240223	Public Safety	Public Safety Leadership Meals - Gibson	293.00
NATHAN GIBSON Total					586.00
NATIONAL SAFETY INC	3571	0714528-IN	Public Works	PW Confined Space Entry Equipment	12,680.47
		0716882-IN	Public Works	PW Confined Space Entry Equipment	4,002.61
NATIONAL SAFETY INC Total					16,683.08
NORTHSIDE FORD TRUCK SALES INC	3281	281101	Genl Govt/Facilities	PWFAC 2023 Ford F150 - Urbina	11.91
			Public Works	PWFAC 2023 Ford F150 - Urbina	67.51
		281100	Public Works	Tires Brakes & Shocks 2015 Ford F350 57232D - Swarts	2,698.98
		281107	Public Works	PWSTW 2023 Ford F150 74575D - Thamert	72.60
NORTHSIDE FORD TRUCK SALES INC Total					2,851.00
NORTHSTAR CHEMICAL INC.	1019	274296	Public Works	Sodium Hypochlorite	721.23
		274295	Public Works	Sodium Hypochlorite	938.09
NORTHSTAR CHEMICAL INC. Total					1,659.32
ON-HOLD CONCEPTS INC	2217	629925	Information Technology	03.2024 On Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
PACIFIC NORTHERN ENVIRONMENTAL LLC	3451	217905	Public Works	255 S 56th Wtr Reservoir Communication Conduit Repair	2,026.60
PACIFIC NORTHERN ENVIRONMENTAL LLC Total					2,026.60
PACIFIC OFFICE AUTOMATION - LEASE	1564	82013682	Genl Govt/Facilities	03.2024 Copier Lease - PW Ops	24.90
			Public Works	03.2024 Copier Lease - PW Ops	406.06
			Community Development	03.2024 Copier Lease - PW Ops	51.48
PACIFIC OFFICE AUTOMATION - LEASE Total					482.44
PBS ENGINEERING AND ENVIRONMENTAL	342	0071543.000-34	Public Works	01.2024 Pioneer Street Extension	32,731.44
		0071272.001-11	Community Development	01.2024 Development Plan Review	17,509.60
		0071402.000-8	Public Works	01.2024 S 35th Alternatives Analysis	12,764.90
		0071069.009-25	Public Works	01.2024 Royle Road Corridor Completion	2,193.50
PBS ENGINEERING AND ENVIRONMENTAL Total					65,199.44
PORTLAND ENGINEERING INC	2082	12296	Public Works	02.2024 Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
PUBLIC SAFETY TESTING	354	PST124-61	Public Safety	2023 Background Checks & Investigation Reports	6,173.00
PUBLIC SAFETY TESTING Total					6,173.00
PURCHASE POWER - EPAY	356	67867312	Genl Govt/Facilities	01.26.2024 Postage Replenishment	500.00
PURCHASE POWER - EPAY Total					500.00
PYUM DJOURABCHI	3998	30224	Genl Govt/Facilities	03.2024 1SAT Entertainment Services	1,000.00
PYUM DJOURABCHI Total					1,000.00
SAFEFIRE LLC	3415	RPD-2024-2-001	Public Safety	Red-Dot Training	860.20
SAFEFIRE LLC Total					860.20
SKAMANIA COUNTY SHERIFF'S OFFICE	1554	1554-202401	Public Safety	01.2024 Jail Beds	1,800.00
SKAMANIA COUNTY SHERIFF'S OFFICE Total					1,800.00
SPRINGBROOK SOFTWARE LLC	3444	INV-016297	Public Works	02.2024 Customer Web Payments	855.61

City of Ridgefield

Claims Payment Report

For Approval on:

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SPRINGBROOK SOFTWARE LLC Total					855.61
STARK STREET WEST INC.	3874	1087450	Public Works	Parks Toro Lawn Mower Model 72505	10,839.30
STARK STREET WEST INC. Total					10,839.30
STATE OF WA DEPARTMENT OF REVENUE - EPAY	156	0-038-596-341	Genl Govt/Facilities Public Works	01.2024 B&O and Excise Tax 01.2024 B&O and Excise Tax	(17,056.72) 20,497.34
STATE OF WA DEPARTMENT OF REVENUE - EPAY Total					3,440.62
Stephenson Marie	UB*00982	(blank)	Genl Govt/Facilities	Refund Check 005447-000 1170 S Hillhurst Rd	1.65
Stephenson Marie Total					1.65
STERICYCLE INC	2504	8006393530	Genl Govt/Facilities	02.2024 Secure Shredding - PW Ops	5.14
			Public Safety	02.2024 Secure Shredding - PD	47.17
			Public Works	02.2024 Secure Shredding - PW Ops	83.81
		8006439641	Community Development	02.2024 Secure Shredding - PW Ops	10.62
			Genl Govt/Facilities	02.2024 Secure Shredding - CH/RACC	67.01
			Community Development	02.2024 Secure Shredding - CH/RACC	22.45
STERICYCLE INC Total					236.20
STEVE STUART	2075	2075-20240314	Executive	AWC City Action Days Mileage - Stuart	127.30
STEVE STUART Total					127.30
SYMBOLARTS LLC	1866	485871	Public Safety	PD Challenge Coins	1,057.66
SYMBOLARTS LLC Total					1,057.66
TERESA D JOHNSON CPA INC.	561	6739	Finance	02.2024 Accounting Services	12,400.86
TERESA D JOHNSON CPA INC. Total					12,400.86
THE MASTERS TOUCH LLC	1786	89797	Public Works	02.2024 UB Delinquent Notices	395.52
		P89797	Public Works	02.2024 UB Delinquent Notices - Postage	519.77
		P89860	Public Works	02.2024 Autopay Notices - Postage	162.56
		89860	Public Works	02.2024 UB Autopay Notices	100.85
THE MASTERS TOUCH LLC Total					1,178.70
THE PARR COMPANY	964	26687512	Genl Govt/Facilities	PWFAC Drill Bits Sets	5.89
			Public Works	PWFAC Drill Bits Sets	42.13
		26686344	Genl Govt/Facilities	Impact Bit Set - K. Melroy	7.07
			Public Works	Impact Bit Set - K. Melroy	63.68
		26687122	Public Works	Abrams Park Baseball Fence Repair	47.53
		26687199	Public Works	Parks MAXX-D Trailer Lumber for Ramp Attachment	21.63
26687082	Genl Govt/Facilities	Events Banner Repair	19.98		
THE PARR COMPANY Total					207.91
THE PRINT SHOP	1580	77631	Genl Govt/Facilities	AP Checks	308.90
THE PRINT SHOP Total					308.90
TRAFFIC SAFETY SUPPLY	432	INV067681	Genl Govt/Facilities	Street Signs Replacements	(72.73)
			Public Works	Street Signs Replacements	908.73
TRAFFIC SAFETY SUPPLY Total					836.00
TRI MOUNTAIN INVESTORS LLC	3866	2024-50	Public Safety	03.2024 101 Mill St Lease & 01.2024 Wastewater	33,056.06
TRI MOUNTAIN INVESTORS LLC Total					33,056.06
UNIFIRST CORPORATION	3904	2240076977	Genl Govt/Facilities	02.20.2024 PW Ops Floor Mats	2.70
				02.20.2024 PWFAC Uniforms	10.22
			Public Works	02.20.2024 PW Ops Floor Mats	44.68
				02.20.2024 PWFAC Uniforms	74.64
				02.20.2024 PWSTW Uniforms	159.77

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UNIFIRST CORPORATION	3904	2240076977	Public Works	02.20.2024 PWUTIL Uniforms	40.30
			Community Development	02.20.2024 PW Ops Floor Mats	5.51
		2240076975	Genl Govt/Facilities	02.20.2024 Floor Mats - CH	16.46
		2240078894	Genl Govt/Facilities	02.27.2024 PW Ops Floor Mats	2.70
				02.27.2024 PWFAC Uniforms	10.22
			Public Works	02.27.2024 PW Ops Floor Mats	44.66
				02.27.2024 PWFAC Uniforms	74.65
				02.27.2024 PWUTIL Uniforms	41.39
				02.27.2024 PWSTW Uniforms	70.69
			Community Development	02.27.2024 PW Ops Floor Mats	5.52
		2240074230	Genl Govt/Facilities	02.13.2024 Floor Mats - RACC	3.41
			Community Development	02.13.2024 Floor Mats - RACC	7.08
		2240078889	Genl Govt/Facilities	02.27.2024 Floor Mats - RACC	3.41
			Community Development	02.27.2024 Floor Mats - RACC	7.08
		2240076974	Genl Govt/Facilities	02.20.2024 Floor Mats - RACC	3.41
			Community Development	02.20.2024 Floor Mats - RACC	7.08
		2240074234	Genl Govt/Facilities	02.13.2024 PW Ops Floor Mats	2.70
				02.13.2024 PWFAC Uniforms	10.25
			Public Works	02.13.2024 PW Ops Floor Mats	44.68
				02.13.2024 PWFAC Uniforms	74.86
				02.13.2024 PWSTW Uniforms	58.64
				02.13.2024 PWUTIL Uniforms	40.37
			Community Development	02.13.2024 PW Ops Floor Mats	5.51
		2240076976	Public Safety	02.20.2024 Floor Mats - PD	39.52
		2240074232	Genl Govt/Facilities	02.13.2024 Floor Mats - CH	16.46
		2240078890	Genl Govt/Facilities	02.27.2024 Floor Mats - CH	16.46
		2240074233	Public Safety	02.13.2024 Floor Mats - PD	39.52
		2240078892	Public Safety	02.27.2024 Floor Mats - PD	39.52
UNIFIRST CORPORATION Total					1,024.07
US Bank National Association Trustee	UB*00980	(blank)	Genl Govt/Facilities	Refund Check 016337-000 1710 S Dusky Dr	30.76
US Bank National Association Trustee Total					30.76
WA STATE DEPARTMENT OF TRANSPORTATION	688	RE44JD17340L003	Public Works	Overpass Safety Screen Plans Review	255.56
WA STATE DEPARTMENT OF TRANSPORTATION Total					255.56
WALKER MACY LLC	3965	P3993.01-2	Public Works	01.2024 Waterfront Park Master Plan	11,682.83
WALKER MACY LLC Total					11,682.83
WASHINGTON STATE PATROL	463	I2404719	Genl Govt/Facilities	02.2024 Background Checks - CPL	193.25
WASHINGTON STATE PATROL Total					193.25
WELLWORKS FOR YOU	3414	29465	Human Resources	02.2024 Wellness Program	793.51
WELLWORKS FOR YOU Total					793.51
WILCO FARM STORE	655	731845/6	Public Works	PWSTW Sledge Hammer	43.43
				Sweeper Maintenance	27.13
				Sweeper Maintenance	27.13
WILCO FARM STORE Total					97.69
WOODLAND SAW AND CYCLE INC.	2223	3399	Public Works	Parks Pressure Washer Maintenance	239.61
		3384	Public Works	PWSTW Various Equipment Maintenance	408.35
WOODLAND SAW AND CYCLE INC. Total					647.96

City of Ridgefield
Claims Payment Report
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WSP USA INC.	3338	40000932	Community Development	01.2024 Comprehensive Plan and System Plan Updates	17,184.37
WSP USA INC. Total					17,184.37
ZENNER PERFORMANCE METERS INC.	3354	0085468-IN	Public Works	3" Hydrant Meter	1,760.26
ZENNER PERFORMANCE METERS INC. Total					1,760.26
Zhdanov Ruvim	UB*00981	(blank)	Genl Govt/Facilities	Refund Check 016096-000 2121 S Wind River Cir	6.41
Zhdanov Ruvim Total					6.41
ZW USA INC.	3063	592771	Genl Govt/Facilities	Dog Waste Bags	(81.42)
			Public Works	Dog Waste Bags	1,017.30
ZW USA INC. Total					935.88
Grand Total					647,641.52

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Approval of Minutes from the February 22, 2024 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. 02-22-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
FEBRUARY 22, 2024**

Regular Meeting - 6:30 PM

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

1. Flag Salute

2. Roll Call

Present:

Mayor Ron Onslow
Mayor Pro Tem Jennifer Lindsay
Council Member Matt Cole
Council Member Judy Chipman
Council Member Clyde Burkle

Absent:

Council Member Lee Wells

MOTION: COUNCIL MEMBER BURKLE MOVED TO EXCUSE COUNCIL MEMBER WELLS FROM THE MEETING.
SECOND: MAYOR PRO TEM LINDSAY.
MOTION PASSED.

3. Late changes to the agenda

II. PROCLAMATION - RIDGEFIELD YOUTH ARTS MONTH

III. INTRODUCTION AND SWEARING-IN CEREMONY FOR OFFICER JENSEN AND OFFICER FOKIN - CHIEF DORIOT

IV. INTRODUCTION AND SWEARING-IN CEREMONY FOR SERGEANT DURHAM - CHIEF DORIOT

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.

Comments received during public testimony can be heard on the City's website under

VI. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

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

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the February 8, 2024 Meeting**

VII. PRESENTATION

1. **Water System Plan 2024 Update - Chuck Green, Public Works Director**

Water System Plans are required to be updated every ten years per state legislation. The State Department of Health is the regulatory state agency charged with reviewing and ensuring water-supplying jurisdictions, such as Ridgefield, have Water System Plans that are up to date and comply with state rules, regulations and policies. The City is in the process of a 2024 Water System Plan update and have retained the services of Gray and Osborne (who have consulted with the City on prior Water System Plan updates), to complete the update. Gray and Osborne are part of the WSP consultant team working with the City on the Comprehensive Plan and Capital Facilities/System Plan update.

VIII. BUSINESS

1. **Motion - Award of Design Consultant Contract for Eastside Elevated Water Reservoir Project - Chuck Green, Public Works Director**

The Eastside Elevated Water Reservoir project is a planned, two-to-five million gallon elevated water storage tank (or ground and elevated storage combination) on recently-purchased City property along S. 5th Street on the City's east side. It would be located in the vicinity of the City's current intertie connection to the Clark Public Utility District water system. The intent of the project is to provide additional storage for current and future water demand and to stabilize water pressure in a reliable, efficient manner. The project also includes connections to the existing water distribution infrastructure to ensure seamless integration of the proposed tank into the existing system.

The City issued a Request for Qualifications to interested consultant teams in December 2023. Three submittals were received by the due date:

- Gray and Osborne
- Windsor Engineers
- Consor, Inc.

An evaluation team comprised of representatives from the City of La Center, Clark Public Utilities and Ridgefield Public Works staff reviewed all three submittals, and then interviewed all three teams on January 10, 2024. After careful consideration, the evaluation team selected Consor, Inc. as the highest rated team with whom to conduct negotiations. Negotiations were successful. The scope and fee were

reviewed for compliance with all requirements, permits and design components, as well as the reasonableness of the cost proposal, and were found acceptable by City staff. The cost proposal amount of \$1,405,949 is within the \$1,500,000 budgeted for this effort in 2024.

MOTION: MOVED TO APPROVE THE AWARD OF THE EASTSIDE ELEVATED WATER RESERVOIR PROJECT DESIGN PHASE TO CONSOR FOR AN AMOUNT NOT TO EXCEED OF \$1,405,949, WHICH INCLUDES \$100,000 FOR DESIGN CONTINGENCIES AND \$150,000 FOR CONSTRUCTION SUPPORT SERVICES.

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

2. Motion - Approval of TIB Complete Streets Grant Application - Kirk Johnson, Finance Director

Per the new grant policy, council authority is required to submit grant applications over \$100,000 that require additional city resources such as matching funds. City staff have identified a Transportation Improvement Board grant program, Complete Streets Early Opportunity Grant. The proposed grant project includes two major components:

- Hillhurst Road School Zone safety: Improve pedestrian and bicycle safety by installing a High Intensity Actuated Crosswalk (HAWK) Signal, enhanced crosswalks and infill walkways on S. Hillhurst in the area of the High School, speed reader boards (real-time vehicle speed feedback signs), along with enhanced school zone signage along Royle Road approaching the Hillhurst Road intersection. This is a City Council initiative, and
- Hillhurst Road/Intermediate School enhanced crosswalk safety improvement: improve pedestrian and bicycle safety between the growing Sanderling Park residential area and the Intermediate Schools campus across Hillhurst Road, with actuated rectangular rapid flashing beacon (RRFB) pedestrian signage and advanced warning signs, speed reader boards (real-time vehicle speed feedback signs), ADA-compliant ramps, and connecting walkway improvements.

The estimated cost of the project is \$325,000, \$50,000 for design and \$275,000 for construction. The grant requires a 20% local match, which would be \$65,000. The requested TIB grant would be \$260,000. The local match already includes an appropriation for design in the 2024 budget and the remaining match requirement will be covered by a developer share payment received by the city for work in this area. Council will need to appropriate the full project cost during the spring supplemental budget.

- 2024 Capital Budget \$30,000
- Developer pro rata share (Received January 2024) \$35,000

The Grant Steering Committee unanimously recommended the grant go to council for approval to submit the application.

MOTION: MOVED TO AUTHORIZE THE CITY MANAGER TO SUBMIT A TRANSPORTATION IMPROVEMENT BOARD COMPLETE STREETS EARLY OPPORTUNITY GRANT APPLICATION FOR THE HILLHURST COMPLETE STREETS PROJECT, INLCUDING A 20% LOCAL MATCH.

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

3. Second Reading of Ordinance No. 1416 - Enforcement Code Amendments - Claire Lust, Community Development Director

The focus of this proposal is to codify a standardized process for code enforcement in order for staff to be able to address code violations efficiently and equitably. A flow chart of the process shows the steps the Code Enforcement Officer takes to educate property owners and achieve voluntary compliance prior to issuing any fines.

MOTION: MOVED TOP ADOPT ORDINANCE NO. 1416 AS PRESENTED.

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

4. Approval of Resolution No. 642 - Fee Schedule Update for Code Enforcement - Claire Lust, Community Development Director

This is a companion to the Ordinance No. 1416 - Enforcement Code Amendments. Code violation penalties are not currently listed in the Master Fee Schedule but rather in the code. RMC Chapter 18.395, which currently regulates violations of Titles 12, 13, and 18 only, includes a provision stating the City may charge up to \$1,000.00 per violation per day. This provision leaves too much room for interpretation to be applied equitably. It puts the onus on the Code Enforcement Officer to determine the difference between, say, a \$600 violation and a \$700 violation and to extrapolate that determination across different types of violations over time. Furthermore, best practice is for fees to be in the fee schedule, not the code. This proposal is to standardize code enforcement fees and add them to the Master Fee Schedule. The basic proposed fees are \$250 for first violation, \$500 for second violation, and \$1,000 for subsequent violations. Higher fees are proposed for violations that pose an immediate threat to life, health, safety, and the natural environment. As proposed in New Chapter 20.200, the City could collect cumulative monetary penalties. Penalties could be assessed on a daily basis beginning after the corrective date provided in the notice to the responsible party. Monetary penalties would accrue during an appeal period unless the appellant prevails. Payment of fees would not relieve the responsibility party from correcting the violation. Costs incurred by the City to remedy a violation, including legal costs, abatement costs, and administrative costs, would be charged to the responsible party or as a lien against the property. Fines are a last resort in the code enforcement process. The Code Enforcement Officer first educates property owners on the violation that has been committed, then works with them to achieve voluntary compliance in a reasonable time period. In most cases, this process ends with the violation remedied and no fines charged.

MOTION: MOVED TO ADOPT RESOLUTION NO. 642 AS PRESENTED.

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

5. Approval of Resolution No. 643 - Cutting Edge Contracting, Fleetwood & Miller Intent to Annex - Claire Lust, Community Development Director

The Intent to Annex includes four parcels north of NW Carty Road and west of Interstate 5, and the NW Carty Road right-of-way connecting these parcels to the existing city limits to the west. The parcels are in the Ridgefield Urban Growth Area. Therefore, parcels #215387000, 215372000, 215392000 and 215373000 are eligible for annexation. The current Clark County zoning in the proposed annexation area is Business Park (BP), with the Urban Holding – 10 (UH-10) overlay. The comprehensive plan designation on the site is Employment (EM). RMC 18.240.015 states that the Employment (E) zoning designation shall apply to all newly annexed lands with the EM comprehensive plan designation. The purpose of the Employment zone is to provide for a wide range of employment generating uses such as light manufacturing and processing, research and corporate offices, business and professional services, and supporting enterprises (RMC 18.240.010). Per the applicant’s introductory statement: “The owners of four parcels located in the Ridgefield Urban Growth Boundary wish to annex their properties into the City limits. Several of the property owners are considering new development projects that would be built in full accordance with the applicable underlying City zoning. The property owners are enthusiastic about potential annexation into the City limits and believe that said annexation will best suit their needs while providing needed tax revenue to the City.”

City council conducted a discussion.

MOTION: MOVED TO ADOPT RESOLUTION NO. 643 AS PRESENTED.

RESULT:	(4-1)
MOVER:	Council Member Chipman
SECONDER:	Council Member Cole
AYES:	Mayor Pro Tem Lindsay, Council Member Cole, Council Member Chipman, Council Member Burkle
NAYS:	Mayor Onslow

6. Motion - Approval of Paradise Pointe Phase 2 Final Plat - Claire Lust, Community Development Director

The project is subject the Brown Development and Pre-Annexation Agreement, as amended on August 10, 2023. The Hearing Examiner approved the preliminary plat for the Paradise Found Planned Unit Development via final order on December 31, 2018. The approved preliminary plat had 296 single-family residential lots. On March 22, 2023 staff approved a post-decision review reconfiguring the layout of the PUD but maintaining a total of 296 lots. A minimum lot area of 7,079 square feet and a maximum lot area of 13,000 square feet were approved through the PDR. The project has since been renamed to Paradise Pointe. Phase 2 is in the western portion of the site, adjacent to the planned east-west collector through Paradise Pointe to the south, the future Paradise Pointe community park to the east, and critical areas to the north and west. The Paradise Pointe Phase 2 proposal is to subdivide Assessor’s Parcel #213076000 into 21 single-family detached residential lots. The lots range from 7,082 square feet (Lots 54 and 56) to 10,271 square feet (Lot 59). The average lot area is 8,191 square feet. Each lot in Phase 2 takes access from N Kalani Loop, a private road which in turn takes access from the eastwest collector through

Paradise Pointe. The private road is located in Tract A, which also has a public water and storm sewer easement to the City of Ridgefield and a public sanitary sewer easement to Clark Regional Wastewater District. Tract A also extends between Lots 66 and 67 to connect to the future public park and trail complex to the east of Phase 2. As a condition of approval, the applicant shall add a plat note stating that Tract A shall be owned and maintained by the HOA prior to obtaining city signatures on the final plat mylar. The applicant also proposes to lift the Urban Holding 10 (UH-10) zoning overlay from Phase 2 per RDC 18.270.060.

RESULT: (UNANIMOUS)

MOVER: Council Member Clyde Burkle

SECONDER: Mayor Pro Tem Jennifer Lindsay

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

MOTION: MOVED TO APPROVE THE PARADISE POINTE PHASE 2 FINAL PLAT AS PRESENTED.

IX. 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>.

X. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Burkle - Attended CRWWD Meeting, City Manager Briefing, Helped Out With Roundabout Grape Trimming, Playmakers Ribbon-Cutting, CTE Construction Trades Building Ribbon-Cutting.

Council Member Chipman - Attended Clark Public Utilities Session Two - Power Supply, State of Clark College.

Council Member Cole - Attended CTE Construction Trades Building Ribbon-Cutting, Legislative Session updates, Thanked Rob Aichele for his time on City Council.

Mayor Pro Tem Lindsay - Attended ECHO Meeting, State of Clark College, CCF&R Meeting, Thanked Rob Aichele for his time on City Council.

2. Mayor

Attended AWC Mayor's Exchange, Playmakers Ribbon-Cutting, Roundabout Grape Trimming, CDBG Meeting, State of Clark College, C-TRAN Board Meeting.

3. City Manager

City Manager Steve Stuart - Project updates provided, Council appointment process overview provided.

Public Works Director Chuck Green - Roundabout Committee update.

Deputy City Manager Lee Knottnerus - March First Saturday, Make a Difference Nominations.

XI. ADJOURN

8:55PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Motion - Approval of Roundabout Committee's Recommended Design for N 56th Avenue at Pioneer Canyon Drive Roundabout

GOVERNING LEGISLATION

RCW 35: Cities and Towns

PREVIOUS COUNCIL ACTION TAKEN:

Selection of First Assignment for Roundabout Committee's Review

SUMMARY/BACKGROUND:

At the February 8, 2024 Council meeting, the Council selected the N 56th Avenue at Pioneer Canyon Drive (under construction as part of the Costco and Union Ridge Town Center developments) location as the Roundabout Committee's first assignment. The Roundabout Committee convened on March 11, 2024 and reviewed the current roundabout landscape design (from the Union Ridge Town Center development team), and recommended a modified design for Council consideration.

Council review and action is being requested so that the developer can complete the design revision and implement the roundabout design.

BUDGET/FINANCIAL IMPACTS:

None

RECOMMENDED ACTION OR MOTION:

Staff is requesting a motion for council decision on the Roundabout Committee's recommendation of the N 56th Avenue at Pioneer Canyon Drive roundabout landscaping design.

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Motion - Approval of GMA Periodic Update Grant Contract with the
Department of Commerce

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

On September 21, 2023 Mayor Lindsay provided a letter of support on behalf of Council for the GMA Periodic Update Grant application.

SUMMARY/BACKGROUND:

Beginning on July 1, 2023, the Department of Commerce made available grant funding for cities and counties updating their comprehensive plans under the Growth Management Act (GMA). Cities with a population between 3,000 and 49,999 were eligible to apply for and receive up to \$125,000 under this GMA Periodic Update Grant program.

In September 2023 staff submitted a grant application for the full \$125,000 with a scope and budget demonstrating how the funding would be spent on comprehensive planning work completed between July 1, 2023 and June 30, 2025. On March 8, 2024 Commerce provided staff with a final grant contract.

The final contract is attached and includes the scope and budget. Upon approval, staff will be able to submit some of the early deliverables for reimbursement, including the public participation plan and period update checklist.

BUDGET/FINANCIAL IMPACTS:

Obtain \$125,000.00 for comprehensive plan update work completed July 1, 2023 through June 30, 2025.

RECOMMENDED ACTION OR MOTION:

To approve the grant contract: "I move to approve the periodic update grant contract with the Department of Commerce in the amount of \$125,000."

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. GMA Periodic Update Grant Contract



Interagency Agreement with

City of Ridgefield

through

Growth Management Services

**Contract Number:
24-63335-009**

For

GMA Periodic Update Grant – FY2024-FY2025

Dated: Date of Execution

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Face Sheet

Contract Number: 23-63335-009

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Ridgefield Community Development PO Box 608 Ridgefield, WA 98642		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Claire Lust Community Development Director (360) 857-5024 Claire.lust@ridgefieldwa.us		4. COMMERCE Representative Catherine McCoy Senior Planner (360) 725-2910 catherine.mccoy@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$125,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0017111-00	
12. UBI # 064-000-009		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Ridgefield with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). 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 & Budget.			
FOR CONTRACTOR Steve Stuart, City Manager City of Ridgefield Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division 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 twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

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 24-63335-009. If expenses are invoiced, provide a detailed breakdown of each type. 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.

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.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

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 Scope of Work and Budget (Attachment A) 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 of the Scope of Work and Budget (Attachment A) 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 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, including 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 and 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/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
1. Periodic Update scope of work and schedule. Anticipated completion date: <i>October 31, 2023</i>	\$5,000	\$0	Scope of work and schedule
2. Draft public participation plan. Anticipated completion date: <i>October 31, 2023</i>	\$2,000	\$0	Draft public participation plan
3. Final public participation plan. Anticipated completion date: <i>November 20, 2023</i>	\$1,500	\$0	Final public participation plan
4. Community visioning. Anticipated completion date: <i>May 31, 2024</i>	\$1,500	\$3,500	Draft and final community vision document
5. Community outreach. Anticipated completion date: <i>June 30, 2025</i>	\$35,000	\$25,000	Event summaries and consolidated summary
6. Comprehensive plan initial analysis. Anticipated completion date: <i>February 29, 2024</i>	\$8,000	\$0	Commerce periodic update checklist and outstanding needs summary
6a. Housing portion of comprehensive plan initial analysis	\$2,666.67 of \$8,000 total	\$0	

7. Data analysis. Anticipated completion date: <i>March 31, 2023</i>	\$9,500	\$0	Demographic and housing data analysis memo
8. Environmental impact statement. Anticipated completion date: <i>April 30, 2025</i>	\$0	\$5,000	Environmental impact statement
9. Draft comprehensive plan amendment, including required elements (except climate, subject to separate grant funding; and housing, see Task 9a and implementation matrix. Anticipated completion date: <i>March 30, 2025</i>	\$0	\$18,000	Draft plan documents
<i>9a. Draft comprehensive plan amendment – housing element</i>	\$0	\$2,000	<i>Draft housing element</i>
10. Adopted comprehensive plan amendment, including required elements (except climate, subject to separate grant funding) and implementation matrix. Anticipated completion date: <i>June 30, 2025</i>		\$9,000	Adopting ordinance, final plan documents, and notification from Commerce that ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Public Hearing and First Reading of Ordinance No. 1419 - Food Cart Pod Code

GOVERNING LEGISLATION

RCW 36.70A - Growth Management

PREVIOUS COUNCIL ACTION TAKEN:

None.

SUMMARY/BACKGROUND:

Under the currently adopted development code, food cart pods in Ridgefield may obtain a temporary use permit for up to three years (two years plus a one-year extension). Subsequently, they would need site plan approval. The existing site planning standards are written for traditional permanent developments. Permanent food cart pods are a development type that does not fit neatly into this framework. Therefore, in 2023 City Council directed staff to research and develop code standards for food cart pods.

The attached draft code proposes updates to the Ridgefield Development Code (RDC) defining and regulating food cart pods. Staff developed the proposed code provisions based on stakeholder feedback and best practice research. This included:

- Planning Commission study session on August 2, 2023.
- City Council study session on August 10, 2023.
- City Council further discussion on January 25, 2024.
- Meeting between planning staff and the owner of Carts by the Park, the food cart pod permitted under a temporary use permit in downtown Ridgefield (219 Pioneer Street).
- Meeting between planning staff and the owner of the Neighborhood Refuge, who plans to add a food cart pod to the developing Neighborhood Refuge site in downtown Ridgefield (113 S Main Avenue).
- Review of food cart pod codes in Washington and Oregon focused on jurisdictions where pods have recently been developed, including Battle Ground, WA and Happy Valley, OR.
- Battle Ground site visit with planning staff from both cities.

Planning Commission held a public hearing on the proposed food cart pod code on March 6, 2024. No public testimony was received. Planning Commission discussed the proposal and voted to recommend approval to Council with consideration of the following items:

- Is it best to define a pod based on the site rather than the number of carts? Is one permanent food cart a pod?
- The proposed code required site furnishings (tables, chairs, etc.) to be durable. How will this be measured?
- Should lids be required for individual waste receptacles?

- Are there scenarios where exposed metal beams would be appropriate instead of exposed wood beams?

The attached draft code is the same version Planning Commission reviewed on March 6.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

None. Public hearing and first reading only.

STAFF CONTACT: Claire Lust, Community Development Director

ATTACHMENTS:

1. Proposed Food Cart Pod Code

ORDINANCE NO. 1419

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON Amending Chapters within Title 18 of the Ridgefield Municipal Code and Adding Chapter 18.510 – Food Cart Pods

WHEREAS, the City of Ridgefield, located in Clark County, Washington, is required to plan under the Growth Management Act (GMA), Revised Code of Washington (RCW) Chapter 36.70A; and

WHEREAS, Ridgefield adopted the Ridgefield Urban Area Comprehensive Plan (RUACP), as amended, consistent with the GMA; and

WHEREAS, RCW 36.70A.040 and WAC 367-195-800 require jurisdictions planning under the GMA to adopt development regulations that are consistent with the adopted Comprehensive Plan and which implement the Comprehensive Plan policies goals and policies; and

WHEREAS, Title 18 of the Ridgefield Municipal Code (RMC) was established in 1995 by Ordinance 676 and amended thereafter, and is intended to implement the Ridgefield Comprehensive Plan; and

WHEREAS, Title 18 does not have provisions regulating permanent food cart pods; and

WHEREAS, the Ridgefield Planning Commission, after conducting a public hearing on the proposed food cart pod code on March 6, 2024, forwarded a recommendation of approval to the City Council; and

WHEREAS, the Ridgefield City Council conducted a public hearing and the first reading of the proposed food cart pod code during their meeting held on March 14, 2024; and

WHEREAS, the Ridgefield City Council conducted a second ordinance reading on the proposed food cart pod code during their meeting held on March 28, 2024; and

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

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to adopt amendments and additions to Title 18 of the Ridgefield Municipal Code regulating food cart pods.

Section 2. Amendments to the Ridgefield Municipal Code. The Ridgefield City Council hereby amends certain Chapters of Title 18 as set forth below in Exhibit A, attached hereto and incorporated by this reference.

Section 3. Addition to the Ridgefield Municipal Code. The Ridgefield City Council hereby adds Chapter 18.510 – Food cart pods to Title 18 as set forth below in Exhibit A, attached hereto and incorporated by this reference.

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

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

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 28th DAY OF MARCH, 2024.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

First Reading: March 14, 2024

Second Reading/Passage:

Date of Publication:

Effective Date:

Attachment A: Food Cart Pod Code

Chapter 18.100.020 – “F” definitions

Food ~~truck~~ cart. Mobile food services provided in a motorized vehicle, trailer or pushcart on public streets, or on public or private property with permission of the property owners. The services must be provided on wheels, otherwise, will be subject to code requirements for a structure. No food cart shall take up any required parking spaces and must comply with street parking requirements. Food carts are prohibited in all residential zones except for when permitted through the city's special events permitting process.

Food cart: Permanent. Any food cart that does not leave the site on which it is located outside of operating hours.

Food cart pod. A site with one or more permanent food carts.

Chapter 18.205.020 - Use Table

RETAIL/SERVICE											
SPECIFIC LAND USE	RLD	RMD 16	CNB	CCB	CRB	CMU	WMU	WLS	E	P/OS	PF
General Retail Trade/Services			P	P	P	P	P-L	P	P-L		
Marijuana Retail											
Eating and Drinking Establishment		C-L	P	P	P	P	P-L	P	P-L		
<u>Food Cart Pod</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P-L</u>		
Artisan and Specialty Goods Production			L	L	L	L	L	L			
Motor Vehicle Related Use				P	P		P-L	P-L	C		
Electric Vehicle Infrastructure	P-L	P-L	P	P	P	P-L	P-L	P-L	P	P-L	P
Gasoline Service Station				P	P	P	P		L		
Animal Kennel and Shelter				C-L	C-L				C-L		
Veterinary Clinic and Hospital			L	L	L	L	L	L	L		

Daycare Facility	P-L/C-L	P-L/C-L	P	P	P	P	P	P-L	P		
Funeral Home/Crematorium/Columbarium/Cemetery	C-L	C-L		P	P					P-L	P-L
Boat and RV Storage Facilities									C-L		

Chapter 18.205.030 - Limitations

Q. Food Cart Pod.

1. In the Employment zone, food cart pods are permitted only on sites with a primary use permitted outright or conditionally in the zone and are subject to Type I minor site plan review.

NEW Chapter 18.510 – Food cart pods

18.510.010 – Purpose

The purpose of this chapter is to allow for food carts to be placed long-term within specified zoning districts. Food cart pods, which are defined in Chapter 18.100.200, can provide opportunities to enliven underused lots, allow entrepreneurship at a small scale, and provide unique eating establishments and gathering places for the community.

18.510.015 – Applicability

- A. The provisions of this chapter apply to food cart pods, defined as sites with one or more permanent food carts.
- B. Food cart pod sites may also include new or existing buildings as defined in Chapter 18.100.012 and such integrated sites are also subject to the provisions of this chapter.

18.510.020 – Exemptions

The following are exempt from the provisions of this chapter:

- A. Food carts that leave the site on which they are located outside of operating hours.
- B. Food carts operated as part of a farmers' market, festival, or other special event.

This section does not exempt the food carts described herein from obtaining a City of Ridgefield mobile vendor license.

18.510.025 – Procedure

- A. Food cart pods previously approved under a Type II temporary use permit and operational when this chapter goes into effect are subject to Type I minor site plan review.
- B. New food cart pods are subject to Type II basic site plan review.
- C. Food cart pods with Type II basic site plan approval may increase the number of designated cart spaces within the approved development site using a Type I minor site plan review process.
- D. The review authority shall make findings of fact based on evidence provided by the applicant demonstrating that the applicable criteria of this chapter have been satisfied.

18.510.030 – Uses

Food cart pods shall comply with the provisions of Chapter 18.205 – Uses.

18.510.040 – Lot requirements

Food cart pods shall comply with the lot area and lot width requirements of the zone in which they are located.

18.510.045 – Dimensional standards

- A. New buildings are subject to the height and setback requirements of the zone in which they are located with the following modifications:
 - 2. Maximum front and street side setbacks do not apply.
- B. Individual food carts are not subject to setbacks but may not be placed in required landscape buffers.
- C. Individual food carts shall maintain a minimum five-foot separation from any other food cart or structure.
- D. Food cart pods are subject to the maximum impervious surface requirements of the zone in which they are located.

18.510.050 – Site planning

- A. Site and building design.
 - 1. The building design standards of the zone in which the food cart pod is located apply to:
 - a. New buildings.
 - b. The addition to or remodel of an existing building that increases the square footage of the building by at least twenty percent.
 - c. The addition to or remodel of an existing building where the construction valuation is at least fifty percent of the existing site and building valuation.

2. In the Central Mixed Use (CMU) district, food cart pods incorporating and preserving the character of an existing historic building are exempt from the requirements of 1(b) and 1(c) subject to approval by the Community Development Director.
3. Covered seating areas are encouraged. Where provided:
 - a. Covers shall be permanently installed and meet applicable building code requirements. Pop up shelters are not permitted.
 - b. Covers shall incorporate exposed wood beams.
4. Site furnishings such as tables, chairs, and benches shall be durable, designed for heavy public use, and well-maintained.
5. Individual waste receptacles for public use shall be located in areas of the site accessible to customers and shall be well-maintained.
6. Attachments to individual food carts such as awnings or canopies shall be supported entirely by the food cart.
7. Electrical cords or hoses connected to a food cart shall be routed in such a manner that they do not cross walkways and do not create a tripping hazard.

B. Surfacing.

1. All food carts shall be placed on a hard surface area, such as concrete, asphalt or compacted gravel.
2. The site shall be ADA compliant. Per ADA standards, hardened materials such as concrete, asphalt, compacted gravel, tile, and wood are sufficiently firm and stable for accessibility and may be used for walkways.
3. New impervious surface area is subject to applicable stormwater requirements.

C. Service areas.

1. Service areas, outdoor storage, mechanical units, and utility equipment shall be located and screened to minimize negative visual impacts from the public right-of-way, within the site, and from adjacent users.
2. Garbage and recycling collection areas, not including individual trash receptacles for public use, shall be enclosed, covered, and located to minimize negative visual impacts from the public right-of-way, within the site, and from adjacent users.
 - i. Enclosures shall be complementary in design to any buildings on the site and provide 80 percent year-round opacity.
 - ii. Enclosures shall comply with applicable stormwater management requirements to prevent nonstormwater discharge from entering the stormwater drainage system.

D. Sanitation facilities.

1. Sanitation facilities are subject to Clark County Public Health (CCPH) review including but not limited to the CCPH annual restroom agreement for alternative food establishments.
2. Where feasible, permanent restrooms and handwashing facilities shall serve food cart pods. Restrooms may be located in a new or existing building on the site or within 500 feet off-site subject to an agreement between property owners.
3. If the applicant demonstrates that permanent restrooms are not feasible, portable restrooms and hand-washing facilities are permitted but shall not drain to the surface. Such facilities shall be located to minimize negative impacts to the public right-of-way, within the site, and to adjacent users.

E. Signs.

Signs are permitted according to the provisions of Chapter 18.710.

F. Lighting.

Lighting shall comply with the requirements of the zone in which the food cart pod is located.

G. Off-street parking and loading.

Off-street parking and loading shall comply with the requirements of the zone in the which the food cart pod is located.

H. Landscaping.

1. CMU zone.

- a. A five-foot landscape buffer with screening at the L3 standard or equivalent is required adjacent to residential uses.
- b. In lieu of traditional in-ground landscaping, the applicant may provide alternative landscape screening methods such as planter boxes provided the applicant demonstrates how the alternative methods provide effective screening and enhance the design of the food cart pod.

2. Other zones.

- a. Landscaping shall comply with the requirements of the zone in which the food cart pod is located.
3. The developer shall install interior landscaping outside of required landscape buffers at a rate of one planter per food cart or equivalent.
4. Landscaping shall be maintained per Chapter 18.725.090.

I. Fences.

Fences shall comply with the requirements of the zone in which the food cart pod is located.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 14, 2024

AGENDA ITEM NAME: Public Hearing and Approval of Resolution No. 644 - Ridgefield School District Proposition No. 10 and Proposition No. 11 General Obligation Bonds

GOVERNING LEGISLATION

RCW 42.17A.555

PREVIOUS COUNCIL ACTION TAKEN:

Proposition No. 7 General Obligation Bonds approval February 11, 2020 & Proposition No. 7 General Obligation Bonds approval January 13, 2022. Resolution regarding Ridgefield School District Proposition No. 8 approval April 26, 2022.

SUMMARY/BACKGROUND:

Resolution regarding Ridgefield School District Propositions 10 and 11.

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Staff recommends that the Council hold a Public Hearing to receive comments for and against Ridgefield School District Propositions 10 and 11.

Once the Public Hearing has afforded approximately equal opportunity for the expression of opposing views, staff recommends closing the Public Hearing and deliberating/acting upon Resolution No. 644.

STAFF CONTACT: Steve Stuart, City Manager

ATTACHMENTS:

None

RESOLUTION NO. 644

RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON REGARDING RIDGEFIELD SCHOOL DISTRICT PROPOSITION NO. 10 AND PROPOSITION NO. 11 GENERAL OBLIGATION BONDS

WHEREAS, on April 23, 2024, voters in the Ridgefield School District will decide on a comprehensive bond measure consisting of two propositions. Each proposition requires a 60 percent supermajority in order to pass, and

WHEREAS, if passed, the bond measure would build new schools to help alleviate overcrowding, accommodate population growth, modernize technical education opportunities for students, replace temporary, less secure and inefficient portable classrooms with permanent ones, and make necessary repairs and upgrades at the district's older school sites; and

WHEREAS, if approved, the \$190 million bond would fund the construction of a new 75,000 square foot K-4 elementary school and a new 125,000 square foot 5-8 intermediate/middle school to help alleviate overcrowding at the district's existing K-8 schools. The bond would also fund a 23,000 square foot expansion at Ridgefield High School, featuring a new metal shop and classroom, nine general education classrooms, and space designated for future career and technical education classrooms; and

WHEREAS, RSD, realizing that adjustments to boundaries and start times are necessary to serve continued rapid growth and the opening of new schools, formed a 15-person committee in 2017. The committee was composed of district and school administrators, KWRL transportation representatives, teachers and parents. The new elementary boundary will balance elementary student populations among all three sites as well as maximize neighborhood school attendance. A similar process that balances enrollments will also take place for a new intermediate/middle school; and

WHEREAS, The last time voters in Ridgefield approved a bond to build new schools was February, 2017. Ridgefield has added 1,337 students since that time; and

WHEREAS, The current school tax rate for 2024 is projected to be \$2.53 per \$1,000 in assessed home values, the 2nd-lowest total school tax rate in Clark County. If only proposition 10 passes, there will be a \$0.51 increase; if both propositions pass, there will be a \$1.30 increase; and

WHEREAS, new schools are an investment in our youth, which are among this City's most treasured assets; and

WHEREAS, improvements to school facilities are needed in the Ridgefield School District in order to provide the students of the District with adequate, proper and safe educational facilities; and

WHEREAS, the cost of replacing these facilities rises each year with the cost of inflation; and

WHEREAS, the \$190 million bond program will leverage an estimated \$11.7 million in state assistance revenues along with utilizing more than \$10.5 million in school impact fees collected from real estate development to cover design and project management costs; and

WHEREAS, the Ridgefield City Council has taken consistent action to assure that new development also pays its share of the infrastructure needs it creates, by increasing School Impact

Fees (SIFs) - a fee assessed on every new housing unit (whether single-family or multi-family) built in the district - every year since 2016, providing the school district revenue to purchase land where the new campuses are necessary throughout the District; and

WHEREAS, new housing units will also contribute additional property tax revenue to the school district that lowers all Ridgefield property tax bills.

THEREFORE, BE IT RESOLVED by the City Council of the City of Ridgefield, Clark County, State of Washington:

1. That the Ridgefield City Council does support Ridgefield School District Propositions 10 and 11 as a necessary investment in our community's present and future, which our community cannot afford to reject, and encourages our residents to vote "yes" on April 23, 2024, in favor of passing the Ridgefield School District capital bond measure.

Passed by the City Council at its regular meeting held on the 14th day of March, 2024

Ron Onslow, Mayor

Attest:

Julie Ferriss
City Clerk